

Ref: SBI/GITC/NW&C/18-19/570 dated :19/02/2019

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<u> Part-1</u>

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1. INVITATION TO BID:

- i. State Bank of India (herein after referred to as 'SBI/the Bank', having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India, branches/other offices, other exchange companies available at various locations and managed by the Bank (collectively referred to as State Bank Group or 'SBG' hereinafter). This Request for Proposal (RFP) has been issued by the Bank on behalf of SBG for Rate Contract for AMC and FMS Services of Video Conferencing Equipment (End-Points) and MCU for Offices of State Bank of India.
 - ii. In order to meet the Services requirements, the Bank proposes to invite tenders from eligible vendors as per details/scope of work mentioned in Annexure-E of this RFP document.
 - iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
 - iv. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.
 - v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this document.
 - vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience,



capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and



specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

- i. "The Bank" 'means the State Bank of India (including domestic branches and foreign offices).
- ii. "Bidder/Service Provider/System Integrator" means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. "Bid" means the written reply or submission of response to this RFP.
- iv. "The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. "Vendor/Service Provider" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. "The Contract Price/Project Cost" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. "Services" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.
- viii. **Annual Maintenance Contract (AMC)** It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software

4. Scope of Work:

As given in **Annexure-E** of this document.



5. Eligibility and Technical Criteria:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP.
 - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

6. Cost of Bid document:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

7. Clarification and amendments on RFP/Pre-Bid Meeting

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-K** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a



prospective Bidder, may modify the bidding Document, by amendment made available to the Bidders corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking **RFP** amendment into account. Nothing in this addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. Contents of Bid documents:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.



- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-G**], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP which should be strictly on the lines of format placed at **Annexure-H.**
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:
 - a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase



Order.

ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as '<u>Technical Proposal for</u> <u>providing in response to the RFP No.SBI/GITC/NW&C/18-19/570</u> <u>dated:19/02/2019.</u> This envelope should contain following documents and <u>properly sealed:</u>
 - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
 - (b) Earnest Money Deposit (EMD) as specified in this document.
 - (c) A letter on Bidder's letter head: -
 - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
 - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
 - (iii) Confirming that the Bidder has quoted for all the items/Services mentioned in this RFP in their commercial Bid.
 - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Annexure-B and technical eligibility criteria on the lines of Annexure-C.
 - (d) Bidder's details as per **Annexure-D** on Bidder's letter head.
 - (e) Any deviations sought from technical criteria/specifications given in RFP.
 - (f) Audited balance sheets and profit and loss account statement for last three years
 - (g) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
 - (h) Bidder undertaking for Uptime / Support Services as per annexure-N to be submitted along with technical bid.



- ii. A second sealed envelope prominently marked as Indicative Price Proposal for providing _____ in response to the RFP No.SBI/GITC/NW&C/18-19/570 dated:19/02/2019. This envelope should contain only indicative price Bid strictly on the lines of Annexure-F. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note:
- a. The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- b. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.
- c. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
- d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- e. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- f. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- h. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.



- j. The Bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- I. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m.Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- n. The Bid document shall be spirally bound.
- o. The Bank reserves the right to reject Bids not conforming to above.
- p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- q. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- r. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. Modification and Withdrawal of Bids:

a. The Bidder may modify or withdraw its Bid after the Bid submission,



provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

- b. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. Period of Validity of Bids:

- a. Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Bank as nonresponsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

14. Bid integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.



15. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. Technical Evaluation:

i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the



noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services are in use.

ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

17. Evaluation of Price Bids and Finalization:

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given in Part II of this RFP document.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction/Techno Commercial Evaluation, as the case may be.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.



- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- (c) If the vendor has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for all the items/Services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or Service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. Contacting the Bank:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

19. Award Criteria:

- i. Bank will notify successful Bidder (<u>L1</u>) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-H** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.



- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
 - ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
 - x. Upon notification of award to the L1 Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. Powers to Vary or Omit Work:

i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's



obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

21. No Waiver of Bank Rights or Successful Bidder's Liability:

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

22. Contract Amendments:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

23. Bank's Right to Accept Any Bid and to Reject Any or All Bids:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any



obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

24. Performance Bank Guarantee:

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at Annexure-H is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

25. Services:

- i. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- iii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ operating system /middleware etc in case the Bank chooses not to upgrade to latest version.
- iv. Bidder shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of contract.
- v. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.



- vi. The selected Bidder shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.
- vii. During the ATS/AMC period, the Bidder will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. The Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.
- viii. During the support period, the vendor shall ensure that services of professionally qualified personnel are available comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product or specified hardware/software, the Bidder shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.
- ix. ATS/ AMC, would be on-site and comprehensive in nature and must have back to back support from the OEM/Vendor. The vendor will warrant products against defects arising out of faulty design etc. during the specified support period.
- x. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of product or specified hardware/software failures
 - b. Protection of data/ configuration
 - c. Recovery/ restart facility
 - d. Backup of product or specified hardware/software / configuration



- xi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- xii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- xiii. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xiv. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

26. Compliance with IS Security Policy:

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration
- iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank.
- ix. In general, confidentiality, integrity and availability must be ensured.

27. Penalties:

As mentioned in **Annexure-I** of this RFP.

28. Right to Verification:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if



necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

29. Purchase Price:

- i. Total cost of Services would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- iii. The applicable TDS will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.
- v. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. Custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

30. Right to Audit:

i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.



- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

31. Subcontracting:

- i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

32. Validity of Agreement:

The Agreement/ SLA will be valid for the period as specified in scope of work. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

33. Limitation of liability:



- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
 - claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

34. Confidentiality:

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.



iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

35. Delay in the Vendor's Performance:

- i. Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the Vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

36. Vendor's obligations:

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.



- iv. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in *Annexure-J* of this document.

37. Technical Documentation:

i. The vendor shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.

38. Patent Rights/Intellectual Property Rights:

- i. For any licensed software used by the finally selected L1 Vendor for performing services for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and



shall at no time admit to any liability for or express any intent to settle the claim.

39. Liquidated Damages:

If the Vendor fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in part II (Schedule of Events, SI No 19). Once the maximum deduction is reached, the Bank may consider termination of the Contract.

40. Conflict of Interest:

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies



Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

41. Fraud & Corrupt Practices:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.



- Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent. engaged or indulged any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- **iii.** For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process
 - (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding Process;



- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

42. Termination for Default:

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b. If the vendor fails to perform any other obligation(s) under the contract;
 or
 - c. Laxity in adherence to standards laid down by the Bank; or
 - d. Discrepancies/deviations in the agreed processes and/or Services.; or
 - e. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.



- iv. During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of as provided in Part-II, (Schedule of Events, SI No 20) on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

43. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations



under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

44. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

45. Termination for Convenience:

The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

46. Disputes / Arbitration (applicable in case of successful Bidder only):

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is



such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

47. Governing Language:

The governing language shall be English.

48. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

49. Taxes and Duties:

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet (Annexure- F).
- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the Annexure-F will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in Annexure-F are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in Annexure-F
- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom



duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

50. Tax deduction at Source:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- ii. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

51. Tender Fee:

The same should be furnished by the Bidders in the form of Demand Draft/Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

52. Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.



Part-II

	SCHEDULE OF EVENTS			
SI No	Particulars	Remarks		
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Deputy General Manager, Networking & Communication Department, State Bank Global IT Centre, 1st Floor, D Wing, Sector 11, CBD Belapur, Navi Mumbai- 400614. 022-27566061, 9917474651 dgmit.nw@sbi.co.in, agm.nw@sbi.co.in, manas.roy@sbi.co.in sunil.n.kulkarni@sbi.co.in, Anoop.tiwari@sbi.co.in		
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from on 20.02.2019		
3	Last date for requesting clarification	Upto 15.00 hrs on-01.03.2019 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail		
4	Pre - Bid Meeting at (venue)	From 15.00 hrs to 17.00 hrs on 06.03.2019 at GITC Belapur.		
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	On 11.03.2019		
6	Last date and time for Bid submission	15:00 hrs on 19.03.2019		
7	Address for submission of Bids	Deputy General Manager, Networking & Communication Dept. State Bank Global IT Centre, First Floor, D Wing, Sector 11, CBD Belapur, Navi Mumbai-400614		
8	Date and Time of opening of Technical Bids	16.00 hrs on 19.03.2019 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be		



	T	ananad ayon in the abannas of any ar
		opened even in the absence of any or all of the vendor representatives.
9	Opening of Commercial Bids	11.30 hrs on 26.03.2019
		OR
		On a subsequent date which will be
		communicated to such Bidders who
		qualify in the Technical Bid.
10	Reverse Auction	12.30 hrs on 26.03.2019
		OR
		On a subsequent date which will be
		communicated to such Bidders who
44	Tandan Faa	qualify in the Technical Bid.
11	Tender Fee	Amount Rs.15,000/-
		Non-refundable by means of a DD or
		Bankers' cheque payable at Mumbai
		in favour of State Bank of India
12	Earnest Money Deposit	Rs. 15,00,000/- Validity period from the date of
		Bid opening will
		be 6 months.
13	Performance Bank Guarantee	20% of the total Validity period
		cost of contract from the date of
		(to the nearest purchase order thousand) for the will be 63 months.
		entire period of
		contract.
14	Price validity from the date of price discovery	60 months from the date of the Purchase order.
15	Contact details of agency	To be communicated to technically
	appointed for conducting	qualified bidders.
16	Reverse Auction Delivery schedule/ Timeline	As nor appoyure I
17	Terms of payment	As per annexure-I The Annual Maintenance charges
''	- come or paymont	shall be paid at the end of each
		quarter after the date of completion of
		each quarter period, subject to
		satisfactory services rendered, during the quarter.
		ino quartor.
		Note: For release of AMC payment,
		copies of old preventive maintenance
		duly signed by Bank officials to be provided without fail.
		provided without fall.



18	Delivery locations	As per annexure-P, however the actual locations will be as per the PO issued by Offices.	
19	Liquidated damages	As per annexure-I	
20		Range for transition penalty may be	
	point No 42 sub point no (vi).	fixed between 10% of the total	
		contract value.	



ANNEXURES

Annexure	Index
Α	Bid form (Technical Bid)
В	Bidder's Eligibility criteria
С	Technical & functional specifications
D	Bidder details
E	Scope of work
F	Indicative Commercial Bid
G	Format for Bank Guarantee as Earnest Money Deposit
Н	Format for submission of Performance Bank Guarantee
I	Penalties
J	Non-disclosure Agreement
K	Pre Bid Query Format
M	Service Level Agreement



ANNEXURE-A

BID FORM (TECHNICAL BID)

[On Company's letter head] (to be included in Technical Bid Envelope)

Date:			
_			

To:

Deputy General Manager, Networking & Communication Department, State Bank Global IT Centre, First Floor, D Wing, Sector 11, CBD Belapur, Navi Mumbai-(400614)

Dear Sir,

Ref: RFP No. SBI/GITC/NW&C/18-19/570 dated :19/02/2019

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

- 2. While submitting this Bid, we certify that:
 - The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.
 - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
 - Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.



- If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.
- 4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as available at **Annexure-M** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
- 5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
- 10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
- 11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- 12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we



shall be jointly and severally responsible for the due performance of the contract.

- 14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
- 15. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- 16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of			
(Signature) (In the capac	(Name) city of)		
Duly authorised to sign	Bid for and on behalf of	:	
Seal of the company.		_	



Annexure-B

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Commercial:

S.	Eligibility Criteria	Compliance	Documents to be
No.		(Yes/No)	submitted
1.	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The Bidder must have an average turnover of minimum Rs. 5 crore during last 3 financial year(s).		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
3	The Bidder should be profitable organization (on the basis of Operating Profit for at least 2 out of last 3 financial years.		Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant
4.	Bidder should have experience of minimum 5 years in providing the Services.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
5	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.		1. 2. 3.



	1/2:	
	(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)	
6.	Deployment Methodologies	Documents on deployment framework, tools, templates & utilities to be provided.
7.	Certification Requirements (as per scope of the project)	Copy of the Valid Certificate(s) to be provided
8.	Project Management Methodologies	Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted
9.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes, if any are to be given on Company's letter head.
10.	Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank during the last 5 years.	Bidder should specifically confirm on their letter head in this regard.
11.	Bidder should have been in operation for minimum 5 years	Length of existence of Bidder should be mentioned.
12	The OEM should be a company and have a local presence of support center and level 3 (highest escalation) locally in India.	Bidder should specifically confirm on their letter head in this regard.
13	3 (Insert number of references required) reference of the implementation in India should be provided for a similar deployment.	Bidder should specifically mention this on their letter head.
14.	The Bidder should agree to the terms and conditions of Service Level Agreement as per Annexure-M , should they become L1 in the reverse auction to execute a contract with the Bank.	Bidder should specifically confirm on their letter head in this regard.
15.	The Bidder should not have any Service Level Agreement	Bidder should specifically confirm on



	pending to be signed with the	their letter head in this
	Bank for more than 6 months	regard.
	from the date of issue of	
	purchase order issued by any of	
	the Department at SBI GITC as	
	on the date of Bid submission.	
	[No change/ addition or	
	deletion to be made by the	
	Bidder to any of the clauses.]	
17	Bidder should have back to back	Manufacturer's
	service agreement with the	Authorization Form
	OEMs viz. CISCO, Polycom etc.	(MAF) from all the
	OZIVIO VIZ. OTOGO, I GIYOOTII Oto.	OEMs
18	Bidder should have experience	Purchase order or
'	in installation and integration of	Work completion
	Heterogeneous end points and	certificate.
	MCUs in anyone customer	certificate.
	· · · · · · · · · · · · · · · · · · ·	
19	location during the last 5 years. The bidder should have	Copy of Ope Burchage
19		Copy of One Purchase
	undertaken assignments for	Order each for 2014-15,
	supply, installation & AMC/FMS	2015-16 and 2016-17.
	of similar equipment / solution	
	for at least last 3 years (2014-15,	
	2015-16 and 2016-17).	

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company



Annexure-C

Technical & Functional Specifications

Sr.No	Required Functionalities/ Features	Compliance (Yes/No) and Supporting Documents
1	Comprehensive onsite AMC and support should cover every parts/items of Endpoint/MCU.	
2	Back-to-back support from the OEM.	
3	Unserviceable parts of the equipment to be replaced with brand new parts or those equivalent to new parts in performance at no extra cost to the BANK.	
4	All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers.	
5	Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.	
6	The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by the Bank.	
7	All patches, upgrades and updates of software/firmware should be made available and implemented during AMC at no extra cost.	



8	The Vendor shall provide support for the Video Conferencing Equipment in case they are shifted to other location at no extra cost.	
9	The Vendor shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the Bank official.	
10	The Vendor shall co-ordinate with OEMs for support for configuration issues, hardware replacement etc.	
11	Services to be provided through professionally qualified engineers/personal having expertise in the VC equipment (hardware & software) installation and maintenance.	Certification / Undertaking letter submitted, mentioning the details of engineers along with certificate / projects handled.



Annexure-D

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or	
	commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including	
	details of its main line of business	
5.	Company website URL	
6.	Particulars of the Authorized Signatory of the Bidder	
	a. Name	
	b. Designation	
	c. Address	
	d. Phone Number (Landline)	
	e. Mobile Number	
	f. Fax Number	
	g. Email Address	

Signature and Seal of Company



Annexure-E

Scope of Work

1. Period of Contract

- 1.1 The Rate Contract would be valid for a period of 05 (Five) years from date of award of contract.
- 1.2 Bank reserves the right to renew the Rate Contract with the Vendors under the same terms and conditions for two further periods of 3 (three) months each after expiry of the contract.
- 1.3 The Bank may terminate the services of the selected Bidder at any point of time giving a notice of three months period. The outgoing Bidder should hand-hold till such time the new Bidder takes over full control of the equipment under contract.
- 1.4 All equipment as decided by Bank to be covered under AMC irrespective of make/model/age of the equipment on 'as is where is' basis provided the equipment is not declared End-of-Support by the respective OEM.
- 1.5 During renewal of AMC, if contract period remains less than 1 year, the AMC will be done for a part period and the rate will be calculated proportionately.
- 1.6 For the devices under warranty, AMC will start from the date warranty expires and the payment will be calculated proportionately.
- 1.7 The agreement has to be executed between Vendor and GITC, only PO to be issued by circle.

2. Annual Maintenance Contract (AMC)

Scope of Work for five years AMC of Video Conferencing Equipment installed at various branches/offices of State Bank of India located across India is as under for list of devices as per **Annexure-O**:

- 2.1 To provide support at all locations/offices during AMC period.
- 2.2 To provide updates and upgrades free of cost, as and when released by the OEM during contract period.
- 2.3 The bidder to have back-to-back arrangement with OEM for AMC and FMS, Certificate for the same to be provided along with Technical bid. A Letter for support from original equipment manufacturer (OEM) shall also be provided. The vendor/bidder has to provide a letter / email from the OEM confirming that the vendor/bidder has entered into an arrangement for back to back AMC/FMS support



from the OEM. The bidder also has to provide a letter / email from the OEM confirming that the OEM will provide URL and required credentials (minimum for two users) for online verification AMC status of any equipment, without any cost to Bank.

- 2.4 The bidder should have warehousing facility / any other requirement laid down by Government in order to arrange Road Permit on Pan-India basis.
- 2.5 During the contract period of 5 years, the bidder/vendor should maintain an uptime of minimum 99.5% on monthly basis for all the equipment.
- 2.6 However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. The Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof, would continue to apply and binding on the VENDOR.
- 2.7 The bidder will provide the one-point contact to provide the VC equipment and related services to the Bank.
- 2.8 The vendor personnel should be well versed with trouble-shooting of various type/model of VC equipment with minimum downtime/impact to the end users. The AMC shall be comprehensive including cost of new spares (including plastic parts/lenses) for proper functioning of the all systems. If any part(s) gives repeated problems i.e. repaired twice within 30 days' time, the said part(s) must be replaced immediately by the vendor with an original one. The spares replaced should be replaced with equivalent or higher specification.
- 2.9 If any system/parts are required to be taken out of office for repairing, standby system/parts of the same or higher configuration, acceptable to the bank, should be provided on returnable basis.
- 2.10 The vendor should provide industry standard Call Management Tool as a service to log calls and to generate reports for SLA compilation. Any other tool suggested by the bidder may be mentioned in Technical Bid with details for evaluation
- 2.11 Complaint shall be reported to proposed Service Desk setup via Call Management Tool, Email or Phone.
- 2.12 The AMC will be done for the equipment at 'as is where is' basis. The interested vendor may inspect any/all the equipment to be covered before submitting the bid. Prior permission must be taken from Dy. General Manager (IT-Network) before visiting any office.



- 2.13 At the end of the AMC/FMS contract period, the vendor will hand over all the equipment in proper & operational condition without any pending jobs.
- 2.14 The service provider shall comply with all the applicable statutory laws and regulations.
- 2.15 The service provider shall not appoint any subcontractor for execution of any kind of work involved without written permission from bank.
- 2.16 The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.17 The AMC support has to be provided till the end –of-support is not declared by the OEM. In case any equipment is going out of support from OEM, the selected bidder has to inform the Bank well in advance so that Bank can start its replacement process.
- 2.18 The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by the Bank.
- 2.19 Service Window & Call registration: 9.00 a.m. 9.00 p.m. (All working days). Response: Within 2 hours.

<u>Resolution:</u> Within 4 hours for Metro and State capitals and within 6 hours for all other centers.

In case of replacement of parts, the equipment should be made workable and available not later than 24 hours.

Call Registration Process: Via Web, Phone & mail.

- 2.20 All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers.
- 2.21 Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- 2.22 The Vendor shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the Bank official.
- 2.23 The Vendor shall co-ordinate with OEMs for support for configuration issues, hardware replacement etc.



- 2.24 The Vendor shall provide support for the Videoconferencing Equipment in case they are shifted to other location.
- 2.25 In case any equipment comes to RNP (Repair Not Possible) state, the equipment shall be replaced with an equivalent or upgraded version, free of cost.
- 2.26 In case of site/location of installed VC equipment change, vendor shall be responsible for transfer of video conferencing equipment from one site to another in coordination with Bank.
- 2.27 In case of any limitation due to bandwidth on account of Lease line/MPLS, same should be intimated to the bank through telephone, SMS & email.
- 2.28 Vendor shall not delay or refuse the attending I rectification of the fault on account of change of technology, hardware and due to non-availability of support/hardware from the principal supplier etc.
- 2.29 Vendor is required to keep sufficient number of spares, taking into account the obsolescence of components, so as to run the VC equipment, to ensure smooth support and for ensuring the time limits for clearing the critical/major faults.
- 2.30 The faulty equipment to the repair center of Vendor shall be sent by Vendor. The transportation, including packing, forwarding and insurance of cards from site to repair center and vice versa, shall be sole responsibility of Vendor.
- 2.31 Remote access to VC endpoints/MCU may not be provided due to security concern on the Bank. In that scenario an onsite/On call facility should be provided.
- 2.32 For devices under warranty, the AMC/ FMS vendor has to coordinate with the OEM/ supplier for keeping the devices in running condition.

3. Facility Management Services (FMS)

- 3.1 For FMS, the minimum qualification of the support engineer should be Diploma in Electronics and should have at least 2 year of work experience in Audio/Video Conferencing.
- 3.2 The support engineer should coordinate with all VC locations with which conferencing are scheduled.
- 3.3 Should do preventive maintenance and testing of the MCU periodically.
- 3.4 Should control traffic both from intranet of A/V network and from users coming from internet through desktop client.



- 3.5 Should know all the features (Recording, Streaming, Monitoring etc.) which are available in the proposed Video Conferencing Solution.
- 3.6 Single dedicated support engineer required for capacity of max 3 high end VC rooms. In case number of VC rooms at one location is more than 3, Bank may ask for more person resource.
- 3.6 <u>Resource Non-Performance:</u> Bank will provide in writing Non-Performance of the resource and can ask for replacement within 15 day notice Period. The vendor will make efforts to resolve resource non-performance and if required replace the resource within the notice period.
- 3.7 <u>Resource Absenteeism:</u> The vendor shall provide alternate, competitive resource in case of resource is not available, due to planned or unplanned leaves. The vendor will make efforts to meet the Uptime. A serious action will be taken in case standby arrangement is not done.

4. Calculation of comprehensive AMC / FMS

- 4.1 During renewal of AMC, if the contract period remains less than 1 year, the AMC will be done for a part period and the rate will be calculated proportionately.
- 4.2 The Bank will have the discretion to avail the FMS facility depending on the requirement by the user department on a case to case basis. Where the FMS will be availed, a fixed rate of Rs.15000/- per month per location will be paid irrespective of the capacity/no of the MCU(s) at that location. Payment will be made every month in arrears.

<u>Note:</u> With regards to FMS support, Vendor can't refuse providing FMS support citing non-availability of suitable candidate or lower approved rate.

5. Documentation & Record keeping

- 5.1 The following are the records to be maintained submit the same for inspection by the designated officer regularly:
 - a) Record of visit of Technicians.
 - b) Record of equipment maintenance.
 - c) Record of faulty equipment.
 - d) Fault Recording Register and its resolution steps.
 - e) Ensure proper storage of digital records.
- Project Manager: A single point of contact from vendor side to be provided preferably at each LHO/Circle/Offices for providing prompt and unhindered support and service to the circle.



Annexure-F

The indicative commercial Bid needs to contain the information listed hereunder i	n
a sealed envelope bearing the identification - "Indicative Commercial Bid fo	r

Indicative Commercial Bid

Name of the Bidder:

Sr.	Type of services /	Annual	Total	Proportion to Total Cost (in
No.	Items	maintenance	amount	percentage) #
		rate per	in Rs.	
		equipment		
1.	End Point : Point			
	to Point			
2.	End Point : 1 + 3			
	model			
3.	End Point : 1 + 5/7			
	model			
4.	10 Port MCU			
5.	20 Port MCU			
6.	40 Port MCU			
7.	80 Port MCU			
8.	FMS Services (At			
	tentative 17			
	location)			
	Note: Rs. 15000			
	per month per			
	locations.			

[#] The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1 Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

^{*} This will be the Total Cost of Ownership (TCO) and should be quoted in the reverse auction.



Breakup of Taxes and Duties

Sr. No.	Name of activity/Services/Item	Tax 1	Tax 2	Tax 3
		Mentior	Name of	Тах
1.	End Point : Point to Point			
2.	End Point: 1 + 3 model			
3.	End Point: 1 + 5/7 model			
4.	10 Port MCU			
5.	20 Port MCU			
6.	40 Port MCU			
7.	80 Port MCU			
	Grand Total			

Signature

Seal of Company

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost (in %age)	L1 Price (INR)	Minimum final price should not be below (INR)*	Maximum final price should not exceed (INR)**
Α	В	С	D	E	F
(a) Item 1	25	13.16	9.87	9.38	10.36
(b) Item 2	50	26.32	19.74	18.75	20.72
(c) Item 3	75	39.47	29.60	28.13	31.09
(d) Item 4	40	21.05	15.79	15.00	16.58
(e) Grand Total (1 + 2 + 3 + 4)	190	100	75		

^{*}Computed as 'C' percentage of 'D' less 5%.

^{**}Computed as 'C' percentage of 'D' plus 5%.



ANNEXURE-G

FORMAT FOR EMD BANK GUARANTEE

To:

Dear Sir,
EMD BANK GUARANTEE FOR RATE CONTRACT FOR AMC AND FMS SERVICES OF VIDEO
CONFERENCING EQUIPMENT (END-POINTS) AND MCU FOR OFFICES OF STATE BANK OF INDIA
RFP NO. SBI/GITC/NW&C/18-19/570 dated :19/02/2019
WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to provide
2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs/-(RupeesOnly) as Earnest Money Deposit.
3. M/s, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs/-(Rupees only)
4. NOW THIS GUARANTEE WITNESSETH THAT We



Rspaid by upof a notice further published by the state of the st	also agree to undertake to and confirm that the sum not exceeding/- (Rupees
6. We he	ereby further agree that –
ŕ	Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs/- (RupeesOnly)
-	Our liability under these presents shall not exceed the sum of Rs/- (Rupees Only)
·	Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
ŕ	This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
,	Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
f)	Unless a claim or suit or action is filed against us within six months from

that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged

from all our obligations and liabilities hereunder.



Notwithstanding anything contained hereinabove:
(a) Our liability under this Bank Guarantee shall not exceed Rs/-(Rupeesonly)
(b) This Bank Guarantee shall be valid upto
(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
Yours faithfully,
Todis faithfully,
For and on behalf of
Authorized official.
(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall

be verified)



ANNEXURE-H

PERFORMANCE BANK GUARANTEE FORMAT (TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthisday of
WHEREAS M/s
WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated, Service Provider is required to furnish a Bank Guarantee for a sum of Rs/- (Rupees only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs/- (Rupees only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
WHEREAS, the Bank Guarantee is required to be valid for a total period of months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.



AND	WH	EREA	S, th	ne Guara	ntor, at th	e request of	of S	ervice	Provi	der,	agreed	to
issue,	, on	beha	If of	Service	Provider,	Guarantee	as	above	, for	an	amount	of
Rs			_/- (Rupees_		only).						

NOW THIS GUARANTEE WITNESSETH THAT

- 1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs.______/- (Rupees only).
- 2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
- 3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
- 4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the



Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

- The guarantee shall not be affected by any change in the constitution of SBI (iv) or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- This guarantee shall be a continuing guarantee during its validity period and (v) the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of ___ years from the date of the issuance i.e. up to

 Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- This guarantee shall be governed by Indian Laws and the Courts in Mumbai, (vii) India alone shall have the jurisdiction to try & entertain any dispute arising out of this quarantee.

Notwithstanding anything contained herein above:

0 , 0	
(Rupeesonly) (b)This Bank Guarantee shall be valic) We are liable to pay the guarantee Bank Guarantee only and only if SBI	d uptoed amount or any part thereof under this serve upon us a written claim or demand which is 3 months after date mentioned
	Yours faithfully,
	For and on behalf of Bank.
	Authorised official



ANNEXURE-I

Penalties, SLA Terms and Conditions

For Annual Maintenance Contract (AMC)

- 1. During the term of the contract, the VENDOR will maintain the equipment in perfect order and working condition and for this purpose will provide the following repairs and maintenance services:
 - a) Professionally qualified personnel who have expertise in the hardware and system software installed will provide these services.
 - b) The Vendor shall rectify any defects, faults and failures in the equipment and shall repair / replace worn out or defective parts (including plastic parts and lens) of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the Vendor personnel are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the Vendor shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at the premises of The Vendor.
 - c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request portal / call / fax /e-mail is made or letter is written) shall not exceed 2 hours.
 - d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 4 (four) hours of being informed of the same. In any case of replacement of parts, the equipment should be made workable and available not later than 24 hours.
 - e) However replacement with new equipment shall be carried out within 3 days from date of intimation of fault / failure.
 - f) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99.5% of the time on a 24x7x365 basis.

Uptime is calculated as Uptime (%) =

Sum of total hours during month - Sum of downtime hours during month X 100
Sum of total hours during the month



Total hours during the month = Total number of days in that month x 8

g) The penalty to be recovered for default on uptime would be as under:

Average monthly Uptime provided	Amount payable
99.5% and above	100% of quarterly AMC charges
98% and above but below 99.5%	95% of quarterly AMC charges
96% and above but below 98%	90% of quarterly AMC charges
94% and above but below 96%	85% of quarterly AMC charges
92% and above but below 94%	80% of quarterly AMC charges
90% and above but below 92%	70% of quarterly AMC charges
80% and above but below 90%	60% of quarterly AMC charges
70% and above but below 80%	50% of quarterly AMC charges
Below 70 %	No payment for the quarter

h) In the event of the equipment not being repaired or a workable solution not provided during AMC period, a penalty, in addition to the above, per working day or part thereof for the delay, will be charged at the rate mentioned below, subject to maximum amount of ten (10) per cent of the total consideration. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

For End-Point - Rs.1,000/- per day For 10 Port MCU - Rs. 2,500/- per day For 20 Port MCU - Rs. 5,000/- per day For 40 Port MCU - Rs. 10,000/- per day For 80 Port MCU - Rs. 20,000/- per day

- j) The VENDOR shall ensure that the meantime between failures (MTBF) (including any malfunctioning, breakdown or fault) in the equipment or any part thereof as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- k) Preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the award of contract and once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn



preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

- Qualified maintenance personnel totally familiar with the equipment shall perform all repairs and maintenance service to be provided in terms of the contract.
- m) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The vendor personnel engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the vendor personnel shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- n) The vendor shall provide replacement equipment if any equipment is out of the premises for repairs.
- 2. The Vendor warrants that any new products supplied under the Contract are new, unused, of the most recent or current model. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
- 3. Subsequent to the order being placed by the Bank, in the event of bidder or the concerned OEM being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with Bank should be passed on for compliance by the new company in the negotiation for their transfer.
- 4. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
- 5. The VENDOR's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
- 6. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
- 7. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver



of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

- 8. If, in any month, the VENDOR does not fulfil the provisions of clauses 1(b), (c),(d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
- 9. On account of any negligence, commission or omission by the vendor personnel, and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.

10. Future additions of Hardware / Software:

- 10.1 The Bank would have the right to:
 - a) Disconnect / connect / substitute equipment or devices or any equipment / software acquired from another vendor.
 - b) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.
 - Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance services.
- 10.2 The AMC terms would not be considered as violated if any of (a) or (b) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.
- 10.3 The bidder shall facilitate up-gradation of operation system of servers, increase storage/ RAM to make it compatible to upgraded OS. Cost of this hardware shall be borne by the Bank.



For Facility Management Services (FMS)

If the Bank desires to opt for the service, Facility Management is required to manage the Multi Conferencing Unit at the location where 10 / 20 / 40 /80 Port MCU is installed. For this purpose one qualified Professionals (well versed with the operations of the system/ networking) will be required to remain in the Bank's premises for day to day operations of the equipments from 9.00 a.m. to 8.00 p.m. on working days and as and when required, with prior intimation from Bank on nonworking day. However, the engineer will have to work on holidays and after office hours, if necessary. FMS is not limited to MCUs only. FMS may be availed for any type of equipment (End Point/MCU) as per the requirements of the respective offices.

1. The Facility Management Services if opted for, by the Bank will be required from the day of installation or from any future date as per Bank's requirement.

2. Qualification of Support Engineer:

The minimum qualification of the support engineer should be Diploma in Electronics and should have at least 2 year of work experience in Audio Video Conferencing.

Roles and responsibilities of support Engineer:

- 1. Should coordinate with all VC locations with whom conferencing is scheduled.
- 2. Should do preventive maintenance and testing of the MCU periodically.
- 3. Should control traffic both from intranet of A/V network and from users coming from internet through desktop client.
- 4. Should know all the features (Recording, Streaming, and Monitoring) which are available in the proposed Video Conferencing Solution.

During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

a) The VENDOR shall rectify any defects, faults and failures in the equipment and shall repair and replace worn out of defective parts including all plastic parts/lenses of the equipment during local working hours i.e. from 10.00 a.m. to 6.00 p.m. on weekdays and from 10.00 a.m.to 4.00 p.m. on Saturdays (other than bank holidays). However, the engineer will have to work on holidays and after office hours, if necessary.



- b) The VENDOR shall provide repair and maintenance service, in response to oral, including telephone notice by Bank, within 2 hours (excluding intervening Sundays and Bank holidays) after such intimation during the hours set forth in clause 1 (a) above.
- c) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same.
- d) The VENDOR shall ensure that the full configuration of the equipment is available to Bank in proper working condition for minimum 99.5% of the time on a monthly basis.
- e) **Preventive Maintenance**: The VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repairing of the equipment) once within the first 15 days of the commencement of the maintenance period and once within the first fifteen days of every subsequent month during the currency of this Agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing, the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- f) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to Bank.
- g) All repair and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the equipment.
- h) The Bank shall maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and/or malfunction of the Equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the VENDOR's engineer shall make, effect in duplicate, a Field Call Report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the Field Call Report shall be handed over to the Bank's official.
- 2. The VENDOR's maintenance personnel shall be given access to the equipment when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 3. The equipment shall not be shifted to an alternate site and installed thereat during the currency of this Agreement without prior written notice to the VENDOR. However, if Bank desires to shift the equipment to a new site and



install it thereat urgently, the VENDOR shall be informed the same immediately. Bank shall bear the charges for such shifting and reinstallation and the VENDOR shall provide necessary assistance to Bank in doing so.

- 4. If, in any month, the VENDOR does not fulfil the provisions of clauses 1(a), (b), (c) and (d) only the proportionate maintenance charges for that month will not be considered payable by Bank without prejudice to the right of the bank to terminate the contract. In such event the VENDOR will adjust the amount towards the proportionate maintenance charges for that month to Bank against future payments if due or refund the amount forthwith to the Bank on demand by the Bank within one-month days from receipt of demand.
- 5. In case of absentee of FMS engineer a standby arrangement should be made with prior notice. If no standby is availed, a penalty of Rs. 2000/- on per day basis will be charged.



ANNEXURE-J

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-Emade at Mumbai between:	SCLOSURE	AGREEMENT	Γ (the "Agre	eement") is
having its Corpor	rate Centre	constituted und at (hereinafter i		
which expression includes its				
And				
"" which expression thereof, shall mean and incomplete PART;		s repugnant to		or context
And Whereas				
		is one is	has aç	greed to
2. For purposes of advancing to disclose certain valuable consideration of covenants disclosure of confidential in bound, the parties agree to	confidential in and agreem formation to e	nformation to elents contained each other, and	ach other. Ti I herein for I intending to	nerefore, in the mutual be legally
NOW IT IS HEREBY AGREE	D BY AND B	ETWEEN THE	PARTIES A	S UNDER
1. Confidential Information	ion and Conf	idential Mater	<u>ials:</u>	
a) "Confidential Information" i designates as being confid disclosure ought to be includes, without limitatio	ential or which treated as co	, under the circ onfidential. "Co	cumstances s onfidential l	surrounding nformation"
Page 68 of 174		Confident	tial & Proprie	tary



Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor, then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub-Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:



- (1) the statutory auditors of the Bank and
- (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.



4. Miscellaneous

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.



- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

Suggestions and Feedback 5.

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this	_ day of		_ 2017 at _	
		(month)		(place)
For and on behalf of _				
Name				
Designation				
Place				
Signature				
For and on behalf of _				
Name				
Designation				
Place				
Signature				





ANNEXURE-K

Pre-Bid Query Format (To be provide strictly in Excel format)

Vendor Name	SI. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions



ANNEXURE-M

Service Level Agreement

AGREEMENT FOR		1
BETWEEN		
State Bank of India,		2
AND		
		3
Date of Commencement	:	4
Date of Expiry	:	

This document is in the nature of a general template which needs customization depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also certain particulars such as place of arbitration, jurisdiction, details of the parties etc. are to be incorporated while finalization of the contract.

In this regard, footnotes given in this document may please be referred to.

¹ Type/nature/name of Agreement.

² Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

³ The other Party (Contractor/ Service Provider) to the Agreement

⁴ Effective Date from which the Agreement will be operative.



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This agreement made at(Place) on thisday of20
_·
BETWEEN
State Bank of India, constituted under the State Bank of India Act, 1955 having its
Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21
and its, ⁵
hereinafter referred to as "the Bank" (which expression shall, unless it be repugnant to the
context or meaning thereof, be deemed to mean and include its successors in title and
assigns) of one Part:
AND
⁶ a
private/public limited company/LLP/Firm <strike applicable="" is="" not="" off="" whichever=""></strike>
incorporated under the provisions of the Companies Act, 1956/ Limited Liability
Partnership Act 2008/ Indian Partnership Act 1932 <strike is="" not<="" off="" td="" whichever=""></strike>
applicable>, and hereinafter referred to as "", which expression shall
mean to include its successors in title and permitted assigns) of the Other Part:
WHEREAS
(i) The Bank is desirous of availing services for;7
(ii);
(iii); and
(iv) The Service Provider is in the business of providing and
has agreed to provide the services as may be required by the Bank mentioned
in the Request of Proposal (RFP) No dated
issued by the Bank, referred hereinafter as a "RFP" and
same shall be part of this Agreement.

⁵Name & Complete Address of the Dept.

⁶Name & Complete Address (REGISTERED OFFICE) of the service Provider, 7 Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).



NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- A. 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices) and subsidiaries: < Strike of whichever is inapplicable.>
- B. "Confidential Information" shall have the meaning set forth in Clause 15.
- C. "Deficiencies" shall mean non satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this Agreement.
- D. "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the (name of the Software/ Hardware/ Maintenance Services) *Strike off whichever is Inapplicable*>,8 such that any reader of the Documentation can access, use and maintain all of the functionalities of the (Service)9, without the need

_

⁸ Name of Software/ Maintenance services

⁹ Name of Software



for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- E. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all:

 (a) rights associated with works of authorship, including copyrights &moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- F. "Project Cost" means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.
- G. "Request for Proposal (RFP)" shall mean RFP NO. ______ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.
- H. "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- I. 'Services' shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.
- J. Interpretations:



- 1.1.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.1.2 The singular includes the plural and vice versa.
- 1.1.3 Reference to any gender includes each other gender.
- 1.1.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.1.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.1.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.1.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.1.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.1.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.2 Commencement, Term & Change in Terms

1.2.1	This Agreement	shall	commence	from	its	date	of	execution	mention	ed
	above/ deemed to	have	commenced	l from			Œ	ffective Da	te).	



1.2.2	This Agree	ment sh	all be i	in f	orce for a	a period	of _	year(s), un	less
	terminated	by the	Bank	by	notice in	writing	in	accordance	with	the
	termination	clauses	of this	Agı	reement.					

1.2.3	The Bank shall have the right at its	discretion to renew this Agreement in
	writing, for a further term of	years on the mutually agreed terms &
	conditions.	

2. SCOPE OF WORK

The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is described in **Annexure-A.**

3. FEES /COMPENSATION

3.1 Professional fees

3.1.3

3.1.1	Service Provider shall be paid fees and charges in the manner detailed in
	here under, the same shall be subject to deduction of income tax thereon
	wherever required under the provisions of the Income Tax Act by the Bank.
3.1.2	

- 3.2 All duties and taxes (excluding¹⁰ service tax, VAT or other local taxes), if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.
- 3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

3.4 Payments

_

¹⁰ Please determine the applicability of the taxes.



- 3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding **thirty** (30) **days** after its receipt thereof. All payments shall be made in Indian Rupees.
- 3.4.2 The Bank may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.

3.5 Performance Guarantee and Penalties

- 3.5.1 The Service Provider has to furnish a performance guarantee for an amount of Rs. ______ from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/approved by the Bank.
- 3.5.2 The performance guarantee is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.
- 3.5.3 If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.



- 3.5.4 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule¹¹ specified in this Agreement.
- 3.5.5 The Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-E** in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

4. LIABILITIES/OBLIGATION

(i)	Processing and Authorising invoices
(ii)	
(iii)	
(iv)	

The Bank's Duties /Responsibility (if any)

4.2 Service Provider Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement.
 - (b) Service provider, if permitted to sub-contract, shall *ensure that* Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(c)																									
١	_	,	•	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	•	٠	٠	٠	٠	٠	٠	٠	•	١

4.1

(v)

¹¹ Please ensure that the time scheduled is suitably incorporated in the Agreement.



(d)	<the add="" concerned="" depending="" dept.="" duties="" may="" on<="" th=""></the>
	the nature of agreement>
(ii)	Security Responsibility
(a) T	To maintain the confidentiality of the Bank's resources and other intellectual
	property rights.
(b)	
(c)	

5. REPRESENTATIONS &WARRANTIES

- 5.1 Each of the Parties represents and warrants in relation to itself to the other that:
- 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5.2 Additional Representation and Warranties by Service Provider



- 5.2.1 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.2.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 5.2.4 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 Service Provider warrants that the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the service period.
- 5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and



- shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.8 Service Provider shall assume responsibility under Labour Laws and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Service Provider, arising out of Service Provider's performance of Services hereunder.
- 5.2.9 During the contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

6. GENERAL INDEMNITY

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 5 hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.
- 6.2 Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 6.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.



6.4 The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

7. CONTINGENCY PLANS

The Service Provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

8. TRANSITION REQUIREMENT

In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. _______on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.



9. LIQUIDATED DAMAGES

If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to% of total Project cost for delay of each week or part thereof maximum up to% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

10. RELATIONSHIP BETWEEN THE PARTIES

- 10.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal Agent relationship by express agreement between the Parties.
- 10.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

11. SUB CONTRACTING

11.1 Service provider has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.



- 11.2 In case of subcontracting permitted, Service Provider is responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.
- 11.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.
- 11.4 In the event of sub-contracting, the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy, security and safety of Bank's data / processes is maintained.
- 11.5 Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for subcontracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- 11.6 The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s) entered between Service Provider and Subcontractor for Bank's suitability.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.
- 12.2 Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy



- left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- 12.4 Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.
- 12.5 The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.

13. INSPECTION AND AUDIT

- 13.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his / their outsourced agents / sub contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 13.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution



thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

13.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

14. SECURITY AND CONFIDENTIALITY

- 14.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- 14.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.



- 14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.
- 14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 14.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 14.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.
- 14.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
 - (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.
 - (ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.



- (iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
- 14.8 Service Provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.
- 14.9 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
- 14.10 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 14.11 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 14.12 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

15. OWNERSHIP

- 15.1 Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other



component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, the service provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this agreement.

15.3 All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

16. TERMINATION CLAUSE

- 16.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, if Service Provider, at any time, by giving a written notice of at least(term of notice) fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if Service Provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than(term) is given Service Provider to rectify the defects.
- 16.2 The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective.
- 16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and Service Provider shall be liable to the Bank for any increase in costs for such similar



- Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.
- 16.4 In the event of termination of the Agreement, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 16.5 The Bank may at any time terminate the Agreement without giving written notice to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the Service Provider for the services rendered.
- 16.6 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 16.7 In the event of termination of the Agreement for material breach by Service Provider, the Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- 16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the Applicable Law.

17. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.



- 17.2 If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.
- 17.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.
- 17.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 17.5 Arbitration proceeding shall be held at (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 17.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at(place) only.
- 17.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

18. POWERS TO VARY OR OMIT WORK

18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the



execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

18.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

19. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such



certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service provider, against the Bank.

20. LIMITATION OF LIABILITY

- 20.1 For breach of any obligation mentioned in this agreement, subject to clause 20.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Project Cost.
- 20.2 Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- 20.3 The limitations set forth in Clauses 20.1 shall not apply with respect to:
 - (i) claims that are the subject of indemnification pursuant to Clause 12^{12} ,
 - (ii) damage(s) occasioned by the gross negligence or willful misconduct of Service Provider,
 - (iii) damage(s) occasioned by Service Provider for breach of Clause 14¹³,
 - (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.
 - (v) when a dispute is settled by the Court of Law in India.

21. FORCE MAJEURE

- 21.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.
- 21.2 If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its

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¹² Please see Clause 12 'IPR Indemnification'

¹³Please see Clause 15 'Security and Confidentiality'



obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21.3 If the Force Majeure situation continues beyond 30 days, the either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, . Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

22. NOTICES

- 22.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;
 - i. When hand delivered during normal business hours of the recipient, acknowledgment taken.

 - iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

22.2	The Addresses for Communications to the parties are as under.
	(a) In the case of the Bank



• • • •	
(b)	In case of Service Provider
In case	there is any change in the address of one party, it shall be communicated in

23. GENERAL TERMS & CONDITIONS

writing to the other party with in (days).

22.3

- 23.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed(services) as mentioned in this Agreement.
- 23.2 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.
- 23.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 23.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this



Agreement or any other provision contained herein, which shall remain in full force and effect.

- 23.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 23.7 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the Services ______ (short description of the service to be provided), between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.
- 23.8 PRIVITY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 23.9 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.
- 23.10 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.
- 23.11 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India	Service Provider
By:	By:
Name:	Name:
Designation:	Designation:
Date:	Date:
WITNESS:	



1. 1.

2.



ANNEXURE-A

DELIVERABLES/SCOPE OF WORK

Description of Deliverables:

-								
[Identify	each	individual	component	of the	Deliverables,	including	equipment	and
software	, by no	ame and ve	rsion.]					

2. Specifications, Performance Standards, and Functional Requirements:

[Include here all of the specifications, performance standards, and functional requirements for the Deliverables that are important to the Bank. Be certain to include run and operator response times (if applicable) which are part of the Acceptance criteria discussed in this agreement.]

2.1 Service Provider undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:

Severity	Description	Response Time	Resolution time
Critical			
High/Major			
Medium/			
Low/Minor			
Very Low/Cosmetic			

4	Documentation:
.).	

[Identify here all user manuals and other documentation concerning the Services.] '

4. Place of Service¹⁴

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Confidential & Proprietary

¹⁴Brief description of place of service



1.	
2.	

5. Standard Services

Standard services to be delivered under this Agreement are illustratively listed below:-

The details of services, their responsibilities and availability to be described---
1.....
2.....

- 6. Maintenance/ Upgrades
- 6.1 Service provider shall maintain and upgrade the software/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the software/ hardware.
- 6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A.
- 7. Correction of Deficiencies in Deliverables
- 7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:
- a) Impose penalty on Service Provider as mentioned under **Annexure E**_.¹⁵
- b) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.
- 8. Risk Management

¹⁵ Please mention relevant annexure.



Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

Service Complaints¹⁶

.,

¹⁶ Describe in detail the service complain methodology for the services.



ANNEXURE-B

INFRASTUCTURE MANAGEMENT METRICS < strike off which ever in not applicable >

(a) Service metric for Recovery Time objective (RTO) < strike off if not applicable>

SL	Service level	Service level object	Measurement range/criteria
no.	category		
1.	RTO during disaster for shifting to <place>DC</place>	<pre></pre> <pre>(requirement to be filled by the concerned dept.)/ 4 hours> <strike applicable="" ever="" in="" not="" off="" which=""></strike></pre>	<pre><><to be="" by="" concerned="" criticality="" depending="" dept.="" filled="" in="" of="" on="" service="" the=""></to></pre>

(b) SLA for Recovery Point Objective < strike off if not applicable >

SL	Service level	Service level object	Measurement range/criteria
no.	category		
1.	RPO during disaster for shifting to <place></place>	<(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery> <strike off<="" td=""><td><pre><><to be="" by="" concerned="" criticality="" depending="" dept.="" filled="" in="" of="" on="" service="" the=""></to></pre></td></strike>	<pre><><to be="" by="" concerned="" criticality="" depending="" dept.="" filled="" in="" of="" on="" service="" the=""></to></pre>
		which ever in not applicable>	

(c) INFRASTUCTURE SUPPORT METRICS < strike off if not applicable>

Activities		Severity	Response Time	Resolutio n Time	Measurement Criteria
Operation al Task	Details		(mins)	(mins)	Criteria
<to be<br="">filled in by the</to>		Level 1			<> <to be="" filled<="" td=""></to>
concerne d dept.		Level 2			in by the concerned dept. depending on the



Activities Operation al Task	Details	Severity	Response Time (mins)	Resolutio n Time (mins)	Measurement Criteria
dependin g on the criticality of service>		Leveln			criticality of service>
<to be<br="">filled in</to>		Level 1			
by the concerne d dept.		Level 2			
dependin g on the criticality of service>		Level			



ANNEXURE-C

SERVICE DESK SUPPORT METRIC < strike off if not applicable >

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type level 1, <strike applicable="" ever="" in="" not="" off="" which=""></strike>	<pre></pre> <pre></pre> <pre></pre> <pre>call escalated by sbi service desk toservice provider's team> <strike applicable="" ever="" in="" not="" off="" which=""></strike></pre>	<> <to be="" by="" concerned="" criticality="" depending="" dept.="" filled="" in="" of="" on="" service="" the=""></to>
	Call type level 12, <strike applicable="" ever="" in="" not="" off="" which=""></strike>	<pre><(requirement)/ call escalated by sbi service desk toservice provider's team> <strike applicable="" ever="" in="" not="" off="" which=""></strike></pre>	<> <to be="" by="" concerned="" criticality="" depending="" dept.="" filled="" in="" of="" on="" service="" the=""></to>

SERVICE LEVEL REPORTING/ FREQUENCY¹⁷ < strike off if not applicable >

Report Name	Interval	Recipient	Responsible

SERVICE REVIEW MEETING¹⁸< strike off if not applicable>

<Describe the service level reporting frequency and methodology>

¹⁷The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

¹⁸The purpose of this section to describe the frequency of meeting and composition of service review board.



Service Review meeting shall be held annually/ half yearly. The
following comprise of the Service Review Board:

_	D '1 '	
	President.	

•	М	[em]	bers	 	 	



ANNEXURE-D

ESCALATION MATRICS¹⁹<strike off if not applicable>

Service level Category	Response/Resolution Time	on Escalation thresholds				
		Escalation Level 1		Escalation		
		Escalation to	Escalation Mode	Escalation to	Escalation Mode	
Production Support		<name, designation contact no.></name, 				
Service Milestones		<name, designation contact no.></name, 				
Infrastructure Management		<name, designation contact no.></name, 				
Application Development & Maintenance		<name, designation contact no.></name, 				
Service Desk Support		<name, designation contact no.></name, 				

¹⁹ To ensure that the service beneficiary receives senior management attention on unresolved issues, the service provider operates a problem escalation procedure in order that any unresolved problems are notified to the service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.



ANNEXURE-E

< Undermentioned are proposed penalty metrics, they are required to be customized by the concerned dept.><strike off whichever is not applicable>

PENALTY FOR NON PERFORMANCE OF SLA

Service level category	SLA Measure	Penalty Calculation
Application Uptime/ Downtime/ RTO/RPO <strike applicable="" is="" not="" off="" whichever=""></strike>	<delay days="" hours="" in="" minutes=""> < to be provided by the dept.></delay>	
Delivery Schedule	<delay (="" days)="" in="" working="">< to be provided></delay>	
Installation	<delay days="" hours="" in="" minutes=""> < to be provided by the dept.></delay>	
User Acceptance Testing	<delay days="" hours="" in="" minutes=""> < to be provided by the dept.></delay>	
Live in Production	<pre><delay days="" hours="" in="" minutes=""> < to be provided by the dept.></delay></pre>	
Periodical training	<delay (="" days)="" in="" working="">< to be provided></delay>	<for each="" not="" resource="" trained=""></for>
Source Code	<delay (="" days)="" in="" working="">< to be provided></delay>	



Non- availability of staff	
Reports/	

PENALTY FOR EVERY ITEMS, Penalty at the rates given below:

Category of defect	Service Area	Penalty
Minor		
Medium		
Major		
Critical		

PENALTY FOR NON PERFORMANCE AT HELP DESK

Service Area	SLA measurement	Penalty % on billable amount for the specified activity		Calculate penalty on
		0 %	5% (for every 1% shortfall from the stipulated service level	
Help Desk	Time taken for resolution of calls (99.9% of the calls should be resolved within the stipulated	More than or equal to 99.9 % of service level	Less than 99.9 % of service level	<to be="" by="" dept.,="" provided="" the=""></to>



response		
time)		



ANNEXURE-F

NON-DISCLOSURE AGREEMENT

			c	onstituted ur	nder the	Act,	
having	its	Corporate	Centre				
				`		to as "Bank"	which
expressio	n includ	es its successors	s and assign	s) of the ON	E PART;		
And							
				(hereinaft	er referred	d to as "	,,
	its succe	n shall unless re ssors and permi		_			ean and
.•				is c	arrying on	business of pr	oviding
			,	ha		agreed	to
			£ 41 D .	nlz and other	related tas	sks.	
			_ for the Ba	ilik allu otilei			
			_ for the Ba	ink and other			

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. <u>Confidential Information and Confidential Materials:</u>

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored



within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

- Each party shall treat as confidential the Contract and any and all information (a) ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - (1) the statutory auditors of the Customer and



- (2) regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job
 - c. Financial liability for actual, consequential or incidental damages
 - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**



- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.



- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this	_ day of	2017 at	
	(month	h) (pl	ace)
For and on behalf of _		<u> </u>	
Name			
Designation			
Place			
Signature			
	•		
For and on behalf of			
Name			
Designation			
Place			
Signature			



ANNEXURE-G

Transition Plan

1. Introduction

1.1 This Annexure describes the duties and responsibilities of the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure proper transition of services and to ensure complete knowledge transfer.

2. Objectives

- 2.1 The objectives of this annexure are to:
 - (1) ensure a smooth transition of Services from the SERVICE PROVIDER to a New/Replacement SERVICE PROVIDER or back to the STATE BANK OF INDIA at the termination or expiry of this Agreement;
 - (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
 - (3) ensure that all relevant Assets are transferred.

3. General

- 3.1 Where the STATE BANK OF INDIA intends to continue equivalent or substantially similar services to the Services provided by the SERVICE PROVIDER after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the STATE BANK OF INDIA or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.
- 3.2 The SERVICE PROVIDER shall co-operate fully with the STATE BANK OF INDIA and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services



- previously performed by the SERVICE PROVIDER to be achieved with the minimum of disruption. In particular:
- 3.2.1 during any procurement process initiated by the STATE BANK OF INDIA and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall comply with all reasonable requests by the STATE BANK OF INDIA to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the STATE BANK OF INDIA and procedures used by the SERVICE PROVIDER for handling Data) reasonably necessary to achieve an effective transition, provided that:
- 3.2.1.1 the SERVICE PROVIDER shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of the SERVICE PROVIDER to any such party;
- 3.2.1.2 the SERVICE PROVIDER shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
- 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 the SERVICE PROVIDER shall provide sufficient information to comply with the reasonable requests of the STATE BANK OF INDIA to enable an effective tendering process to take place but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.
- 3.3 In assisting the STATE BANK OF INDIA and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
 - (1) where the SERVICE PROVIDER does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, the SERVICE PROVIDER shall make no additional Charges. The STATE BANK OF INDIA may reasonably request that support and materials already in place to provide the Services may be redeployed onto work



required to effect the transition provided always that where the STATE BANK OF INDIA agrees in advance that such redeployment will prevent the SERVICE PROVIDER from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the STATE BANK OF INDIA, the STATE BANK OF INDIA shall not be entitled to claim any penalty or liquidated damages for the same.

- (2) where any support and materials necessary to undertake the transfer work or any costs incurred by the SERVICE PROVIDER are additional to those in place as part of the proper provision of the Services the STATE BANK OF INDIA shall pay the SERVICE PROVIDER for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the STATE BANK OF INDIA.
- 3.4 If so required by the STATE BANK OF INDIA, on the provision of no less than month's notice in writing, the SERVICE PROVIDER shall continue to provide the Services or an agreed part of the Services for a period not less thanmonth and not exceeding months beyond the date of termination or expiry of the Agreement. In such event the STATE BANK OF INDIA shall reimburse the SERVICE PROVIDER for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:
- (1) materials and other costs will be charged at a reasonable price which shall be agreed between the Parties; and/or
- (2) any other fees agreed between the Parties at the time of termination or expiry.
- 3.5 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA an analysis of the Services to the extent reasonably necessary to enable the STATE BANK OF INDIA to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the STATE BANK OF INDIA as part of the performance monitoring regime.
- 3.6 The SERVICE PROVIDER shall provide such information as the STATE BANK
 OF INDIA reasonably considers to be necessary for the actual Replacement



SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

- 3.7 the SERVICE PROVIDER shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the STATE BANK OF INDIA shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.
- 3.8 The SERVICE PROVIDER shall co-operate with the STATE BANK OF INDIA during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by the SERVICE PROVIDER for the STATE BANK OF INDIA, including the configurations set up for the STATE BANK OF INDIA and any and all information to be provided by the SERVICE PROVIDER to the STATE BANK OF INDIA under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the STATE BANK OF INDIA will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with the SERVICE PROVIDER during the handover of the Services.

5. Subcontractors

5.1 The SERVICE PROVIDER agrees to provide the STATE BANK OF INDIA with details of the Subcontracts used in the provision of the Services. The SERVICE PROVIDER will not restrain or hinder its Subcontractors from entering into



agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

6. Transfer of Configuration Management Database

6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

7. Transfer of Assets

- 7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA the Asset Register comprising:
 - (1) a list of all Assets eligible for transfer to the STATE BANK OF INDIA; and
 - (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.
- 7.2 Within 1 (one) month of receiving the Asset Register as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the Assets it requires to be transferred, (the "Required Assets"), and the STATE BANK OF INDIA and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for the Asset transfer.
- 7.3 In the event that the Required Assets are not located on STATE BANK OF INDIA premises:
 - (1) the SERVICE PROVIDER shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the STATE BANK OF INDIA or its authorised representative by the date agreed for this;



- (2) any charges levied by the SERVICE PROVIDER for the Required Assets not owned by the STATE BANK OF INDIA shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
- (3) for the avoidance of doubt, the STATE BANK OF INDIA will not be responsible for the Assets.
- 7.4 The SERVICE PROVIDER warrants that the Required Assets and any components thereof transferred to the STATE BANK OF INDIA or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8. Transfer of Software Licenses

- 8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA all licenses for Software used in the provision of Services which were purchased by the STATE BANK OF INDIA.
- 8.2 On notice of termination of this Agreement the SERVICE PROVIDER shall, within 2 (two) week of such notice, deliver to the STATE BANK OF INDIA details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the STATE BANK OF INDIA shall be responsible for any costs incurred in the transfer of licenses from the SERVICE PROVIDER to the STATE BANK OF INDIA or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.
- 8.3 Within 1 (one) month of receiving the software license information as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the licenses it wishes to be transferred, and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for license transfer, covering novation of agreements with relevant software providers, as



required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

9. Transfer of Software

- 9.1 Wherein State Bank of India is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver, or otherwise certify in writing that it has delivered, to the STATE BANK OF INDIA a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:
 - (a) Source Code (with source tree) and associated documentation;
 - (b) application architecture documentation and diagrams;
 - (c) release documentation for functional, technical and interface specifications;
 - (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
 - (e) Source Code and supporting documentation for testing framework tool and performance tool;
 - (f) test director database;
 - (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

10. Transfer of Documentation

10.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

11. Transfer of Service Management Process



- 11.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:
 - (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
 - (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
 - (1) Incidents;
 - (2) Problems;
 - (3) Service Requests;
 - (4) Changes;
 - (5) Service Level reporting data;
 - (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
 - (d) full content of software builds and server configuration details for software deployment and management; and
 - (e) monitoring software tools and configuration.

12. Transfer of Knowledge Base

12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.

13. Transfer of Service Structure

6 (six) months prior to expiry or within 2 (two) weeks notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date version of the following, as a minimum:

(a) archive of records including:



- (1) Questionnaire Packs;
- (2) project plans and sign off;
- (3) Acceptance Criteria; and
- (4) Post Implementation Reviews.
- (b) programme plan of all work in progress currently accepted and those in progress;
- (c) latest version of documentation set;
- (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
- (e) Source Code, application architecture documentation/diagram and other documentation:
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

14. Transfer of Data

- In the event of expiry or termination of this Agreement the SERVICE PROVIDER shall cease to use the STATE BANK OF INDIA Data and, at the request of the STATE BANK OF INDIA, shall destroy all such copies of the STATE BANK OF INDIA Data then in its possession to the extent specified by the STATE BANK OF INDIA.
- 14.2 Except where, pursuant to paragraph 14.1 above, the STATE BANK OF INDIA has instructed the SERVICE PROVIDER to destroy such STATE BANK OF INDIA Data as is held and controlled by the SERVICE PROVIDER, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:
 - (1) An inventory of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER, plus any other data required to support the Services; and/or



(2) a draft plan for the transfer of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER and any other available data to be transferred.

15. Training Services on Transfer

- 15.1 The SERVICE PROVIDER shall comply with the STATE BANK OF INDIA's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by the SERVICE PROVIDER.
- 15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.
- 15.3 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall produce for the STATE BANK OF INDIA's consideration and approval 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination:
 - (1) A training strategy, which details the required courses and their objectives;
 - (2) Training materials (including assessment criteria); and
 - (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the STATE BANK OF INDIA.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed **STATE BANK** OF /open source software product at INDIA's Premises, at such times, during business hours as STATE BANK OF INDIA may reasonably request. Each training course will last for hours. STATE BANK OF INDIA may enroll up to _____ of its staff or _____ employees of the new/replacement service provider in any training course, and the SERVICE PROVIDER shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than



Years of experience in operating	software system.
SERVICE PROVIDER shall provide the t	training without any
additional charges.	

16. Transfer Support Activities

- 16.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, the SERVICE PROVIDER shall assist the STATE BANK OF INDIA or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the STATE BANK OF INDIA, as the case may be.
- The exit transition plan shall be in a format to be agreed with the STATE BANK OF INDIA and shall include, but not be limited to:
 - (1) a timetable of events;
 - (2) resources;
 - (3) assumptions;
 - (4) activities;
 - (5) responsibilities; and
 - (6) risks.
- 16.3 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER specific materials including but not limited to:
 - (a) Change Request log;
 - (b) entire back-up history; and
 - (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of the SERVICE PROVIDER which are used for project management purposes generally within the SERVICE PROVIDER's business.



- The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.
- On the date of expiry the SERVICE PROVIDER shall provide to the STATE BANK OF INDIA refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by the SERVICE PROVIDER till the date of expiry or termination.
- The SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

17. Use of STATE BANK OF INDIA Premises

- 17.1 Prior to expiry or on notice of termination of this Agreement, the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan specifying the necessary steps to be taken by both the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure that the STATE BANK OF INDIA's Premises are vacated by the SERVICE PROVIDER.
- Unless otherwise agreed, the SERVICE PROVIDER shall be responsible for all costs associated with the SERVICE PROVIDER's vacation of the STATE BANK OF INDIA's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the STATE BANK OF INDIA Premises to their original condition (subject to a reasonable allowance for wear and tear).



IN WITNESS WHEREOF,	IN WITNESS WHEREOF, the parties hereto have caused this annexure to be					
executed by their duly auth	norized representatives as ofday of					
State Bank of India	Service Provider					
By:	By:					
Name:	Name:					
Designation:	Designation:					
Date:	Date:					
WITNESS:						
WIINESS.						
1.	1.					
2.	2.					



Annexure-N

Bidder undertaking for Uptime / Support Services

To:

Deputy General Manager, Networking & Communication Department, State Bank Global IT Centre, First Floor, D Wing, Sector 11, CBD Belapur, Navi Mumbai-(400614).

Dear Sir,

RFP No. SBI/GITC/NW&C/18-19/570 dated :19/02/2019

We undertake that adequate specialized expertise is available to ensure that the support services are responsive and we assume total responsibility for the fault free operation and maintenance during the contract period.

We undertake that during Warranty Contract Period we will maintain an Uptime of minimum 99.5 % on monthly basis for the entire/core solution proposed, with a MTBF of 90 days. Accordingly, necessary spares are available for all critical components whether software or hardware.

Dated this day of	
(Signature) of)	(in the capacity
Duly authorized to sign Proposal for and on behalf of	
_	



Annexure-O

Tentative device details with approx. count

SNO.	Equipment Type	OEM	Make/Model	Count
1	Endpoint	CISCO	SX20	154
2	Endpoint	CISCO	TTC8-02	1
3	Endpoint	CISCO	DX-80	2
4	Endpoint	CISCO	mx 800	1
5	MCU	CISCO	20 PORT CODIAN 4510 MCU	2
6	MCU CODIAN	CISCO	CODIAN MCU 4510	2
7	MCU CODIAN GATEWAY	CISCO	CISCO TELEPRESENCE ISDN GW 3241	2
8	EndPoints	CISCO	TANDBEG CODEC 6000MXP	1
	MCU			
9	Master/Slave	CISCO	MCU 5320	4
10	Endpoint	Polycom	Polycom Real Presence Group 500	37
11	Endpoint	Polycom	Polycom-HDX7000	127
12	Endpoint	Polycom	HDX 9000	1
13	MCU	Polycom	80 PORT COLLABORATION SERVER 4000	1
14	MCU	Polycom	Polycom - 20 Port MCU- RMX 2000	1
15	Endpoint	Polycom	POLYCOM - SP384, PVS-16XX-SP	4
16	Endpoint	Polycom	REAL PRESENCE GROUP 310	1
17	Endpoint	Polycom	RealPresence Group 300	1
18	MCU	Polycom	RMX 2000	4
19	MCU	Polycom	RMX 4000	3
20	Endpoint	Polycom	SP	1
21	Endpoint	Polycom	TELECOMS	1
22	Endpoint	Polycom	VSX 7000e	4
23	MCU	Polycom	RMX1800	1
24	Endpoint	Sony	Sony PCS-1P	2
25	Endpoint	Tandberg	95MXP BASE MODEL	1
26	Endpoint	Tandberg	CTSEDGEXXK9	1
27	Endpoint	Tandberg	EDGE 95MXP	11
28	Endpoint	Tandberg	TTL7-14	1
29	Endpoint	Tandberg	TTC7-14	5



Annexure-P

Tentative AMC & FMS Location wise details

Sno.	Equipment	ОЕМ	MODEL	SERIAL NO	ADDRESS
1	Endpoint	Cisco	SX20	FTT200902O1	SBI LHO Patna
2	Endpoint	Cisco	SX20	FTT200902LP	SBI LHO Patna
3	Endpoint	Cisco	SX20	FTT200902O5	SBI LHO Patna
4	Endpoint	Cisco	SX20	FTT2042013V	SBI LHO Patna
5	Endpoint	Cisco	SX20	FTT175001JS	SBI LHO Patna
6	Endpoint	Cisco	SX20	FTT173601LA	SBI LHO Patna
7	Endpoint	Cisco	SX20	FTT174002K1	SBI LHO Patna
8	Endpoint	Polycom	Polycom Real Presence Group 500	82173147BDDB CV	SBLC RANCHI
9	Endpoint	Polycom	Polycom Real Presence Group 500	82173147BE3E CV	SBLC Purnea
10	Endpoint	Polycom	Polycom Real Presence Group 500	82173147BDB2 CV	SBLC Patna
11	Endpoint	Polycom	Polycom Real Presence Group 500	82173147BDAC CV	SBLC Deoghar
12	Endpoint	Polycom	Polycom Real Presence Group 500	8G174648B294 CV	GM -I LHO Patna
13	Endpoint	Polycom	Polycom Real Presence Group 500	8G174648B2A7 CV	GM -II LHO Patna
14	Endpoint	Polycom	Polycom Real	8G180748D286 CV	GM -III LHO Patna



			Presence Group 500		
15	Endpoint	Polycom	Polycom Real Presence Group 500	8G181248DEEE CV	LHO 7TH FLOOR VC 1
16	Endpoint	Polycom	Polycom Real Presence Group 500	8G181248DED4 CV	LHO 7TH FLOOR VC 2
17	MCU 40 port	Polycom	RMX400 0	VR4121024014	SBI LHO Patna
18	End Point	Polycom	VC UNIT, POLYCO M, MODEL NO.PVS- 16XX	01FF26	ZONAL OFFICE, PATNA
19	End Point	Cisco	SX20	FTT174300RA	ZONAL OFFICE, PATNA
20	End Point	Polycom	VC UNIT, POLYCO M, MODEL NO:- HDX 7000	not available	RBO SASARAM
21	End Point	Cisco	Cisco Tele Presence SX20 (POINT TO POINT ENDPOI NT)	FTT1740021B	STATE BANK OF INDIA, ADMINISTRATI VE OFFICE, KALA BHAWAN ROAD, PURNEA:- 854301
22	End Point	Polycom	POLYCO M - SP384, PVS- 16XX-SP	033D0C	STATE BANK OF INDIA, ADMINISTRATI VE OFFICE, KALA BHAWAN ROAD,



					PURNEA:- 854301
23	End Point	Tandberg	95MXP BASE MODEL	26A88595/2080 6202DOCA3033 DOC	RBO SAHARSA, COURT CAMPUS, SAHARSA, DISTT:- SAHARSA, BIHAR
24	End Point	Polycom	HDX7000 HD		RBO MADHUBANI, SBI, NEAR SURI HIGH SCHOOL, MADHUBANI
25	End Point	Cisco	CISCO- TTC7-21, CTS- SX20	FTT2012001H	RBO KATIHAR, SBI, MANIHARI MORE, KATIHAR, PIN:- 854105
26	End Point	Tandberg	TTC7-14	26814389	RBO DARBHANGA, SBI, LEHARIASARAI , DARBHANGA
27	End Point	Tandberg	TTL7-14	26B14338	SBI, RBO, BOKARO, CITY CENTRE, SECTOR-IV, BOKRO STEEL CITY-827004.
28	Mcu	Polycom	HDX7000	82122110F0DB CCN	AO RANCHI CONFERENCE ROOM
29	End Point	Cisco	PID/WID CTS- ISDN	FTT173600W0	AO RANCHI MINI CONFERENCE ROOM
30	Endpoint	Cisco	ANATEL	FTT174002LQ	Administrative Office, Chhoti Khanjarpur, Bhagalpur
31	Endpoint	Polycon	TELECO MS	FTT173600VT	Administrative Office, Chhoti



					Khanjarpur, Bhagalpur
32	Endpoint	Cisco	ANATEL	FTT174003BE	RBO, NEAR BHAGAT SINGH CHOWK, MUNGER
33	Endpoint	Hcl Infosystem s Ltd.	TANDBE RG EDGE95	SN26B14404	RBO BEGUSARAI, GS MOTOR BUILDING, HARHAR MAHADEV CHOWK, BEGUSARAI
34	Point To Point	Cisco	CTSSX2 0PHD12 XK9	FTT2012001V	RBO, 2ND FLOOR, BIHARSHARIF MAIN BR, NAI SARAI ROAD, BIHARSHARIF, NALANDA
35	Point To Point	Hcl Infosystem s Ltd.	TANDBE RG EDGE95	26B13714	RBO, GAYA
36	Tandberg	Tandberg	TTC7-14	26A73441	RBO HAZARIBAGH, JHARKHAND
37	End Point	Cisco	PID/VID CTS- IXDNLIN K-K9	FTT173600VW	RBO CHAIBASA,JAM SHEDPUR
38	End Point	Tandberg	CTSEDG EXXK9	26A80424	RBO DALTONGANJ CONFERENCE ROOM
39	End-Point	Cisco	CTS-SX 20	FTT1909000S	SBI, RBO GIRIDIH, DOCTOR'S LANE, MAKATPUR, GIRIDIH 815301
40	End Point	Cisco	CISCO SX20	FCZ1743F055	AO MUZAFFARPU R



					(CONFERENCE HALL)
41	End Point	Cisco	CISCO SX 20	FCZ1743F056	AO MUZAFFARPU R (DGM CHAMBER)
42	End Point	Cisco	CTS SX20 12XK9 PRM	FTT 17400215	SBI, AO DHANBAD,CEN TER POIRT, BANK MORE, DHANBAD 826001
43	End Point	Cisco	CTS SX20 PHD12X- K9	FTT 190601RK	SBI, AO DHANBAD,CEN TER POIRT, BANK MORE, DHANBAD 826001
44	End Point	Cisco	CISCO SX20	FCZ1743F055	AO MUZAFFARPU R (CONFERENCE HALL)
45	End Point	Cisco	CISCO SX 20	FCZ1743F056	AO MUZAFFARPU R (DGM CHAMBER)
46	End Point	Tandberg	EDGE95 MXP	26A81775	RBO MOTIHARI
47	End Point	Cisco	CISCO SFP	FTT1927021L	RBO CHAPRA
48	End Point	Cisco	TTC7-21	FTT193700SS	RBO SIWAN
49	End Point	Tandberg	TTC 7-14	26B13711	R B O BETTIAH
50	End Point	Cisco	TTC8-02	A1AB32100173	RBO SAMASTIPUR
51	End Point	Polycom	VC UNIT, POLYCO M, MODEL NO.PVS- 16XX	01FF26	ZONAL OFFICE, PATNA
52	End Point	Cisco	VC UNIT, CISCO, MODEL NO.SX20	FTT174300RA	ZONAL OFFICE, PATNA



53	End Point	Polycom	VC UNIT, POLYCO M, MODEL NO:- HDX 7000	not available	RBO SASARAM
54	End Point	Tandberg	VC UNIT, MODEL NO:- TANDBE RG EDGE 95 MXP	not available	RBO ARRAH
55	Point To Point	Cisco- Sx20	CTS- SX20CO DEC	FTT174000OP	A. O., Deoghar
56	Point To Point	Tandberg		26B14294	R. B. O., Dumka
57	Point To Point	Polycom	Polycom- HDX7000	4024F02013021 5	R. B. O., Pakur
58	Point To Point	Tandberg		26B14133	R. B. O., Godda
59	Point To Point	Polycom	Polycom- HDX7000	OCCOCB20100 824	SBLC, Deoghar
60	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B13B CV	AO VIJAYAWADA
61	End Point 1+1	Cisco-	sx20	FTT182401RT	RBO - 4 BHIMAVARAM
62	End Point 1+1	Cisco	sx20	FTT1734012L	RBO - 5 MACHILIPATN AM
63	End Point 1+1	Cisco	sx20	FTT183601Y7	AO VISAKHAPATN AM
64	End Point 1+1	Cisco	sx20	FTT210102KW	AO VISAKHAPATN AM
65	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B212 CV	RBO - 4 SRIKAKULAM
66	End Point 1+1	Cisco	sx20	FTT183601XX	RBO - 5 VIZIANAGRAM



67	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B22D CV	AO KAKINADA
68	End Point 1+1	Cisco	sx20	FTT1824019E	RBO - 1 RAJAHMUN DRY URBAN
69	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B2B8 CV	RBO - 2 RAJAHMUN DRY RURAL
70	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B2AD CV	RBO - 3 AMALAPURA M
71	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B28B CV	RBO - 4 KAKINADA
72	End Point 1+1	Cisco	sx20	FTT212202UH	RBO - 5 TADEPALLIGU DEM (eSBH Eluru)
73	End Point 1+1	Cisco	sx20	FTT20120084	AO GUNTUR
74	End Point 1+1	Cisco	sx20	Deice password not known	RBO - 1 GUNTUR URBAN
75	End Point 1+1	Cisco	sx20	FTT2122011DB	RBO - 2 GUNTUR RURAL
76	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B426 CV	RBO - 3 NARSARAOPE T
77	End Point 1 + 5	Polycom	RealPres ence Group 500	8215044317AE CV	RBO - 4 ONGOLE
78	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B230 CV	RBO - 5 TENALI
79	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B208 CV	AO TIRUPATI



80	End Point 1+1	Cisco	sx20	FTT193700TK	RBO - 1 KADAPA URBAN
81	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B29E CV	RBO - 2 KADAPA RURAL
82	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B224 CV	RBO - 5 NELLORE
83	End Point 1+1	Cisco	sx20	FTT21220129	AO KURNOOL
84	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B227 CV	RBO - 2 ANANTAPUR RURAL
85	End Point 1+1	Cisco	sx20	FTT174801S5	RBO - 3 KURNOOL
86	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B2BF CV	RBO - 4 KURNOOL RURAL
87	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B114 CV	SBLC Vizianag aram
88	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B20D CV	SBLC Tirupati
89	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B14B CV	SBLC Machilipatnam
90	End Point 1 + 5	Polycom	RealPres ence Group 500	8G174648B23C CV	LHO Amaravati 3rd flr
91	End Point 1 + 5	Polycom	RealPres ence Group 300	821442428F3D D5	LHO Amaravati 2nd flr
92	End Point 1+3	Cisco	sx20	FTT1845031K	LHO Amaravati 1st flr
93	End Point 1+3	Cisco	sx20	FTT174002J2	LHO Amaravati 4th flr



94	Endpoing 1+1	Cisco	DX-80	FOC2150N1HW	LHO Amaravati 1st flr
95	Endpoing 1+1	Cisco	mx 800	FOC2108N66v	LHO Amaravathi board room
96	Endpoing 1+1	Cisco	DX-80	FOC2150N1G7	LHO amaravathi 5th flr
97	Mcu	Polycom	Polycom - 20 Port MCU- RMX 2000	VR2110105047	LHO - 20 Port MCU - RMX 2000
98	Endpoint	Polycom	Polycom - HDX 7000 HD	8212330F4FB9 CN	ZO- BHUBANESWA R ZONE-1
99	Endpoint	Polycom	Polycom - HDX 7000 HD	8209090B84BB PN	RBO - 2,CUTTACK
100	Endpoint	Polycom	Polycom - HDX 7000 HD	8209380C10C2 CN	RBO -1,ANGUL
101	Endpoint	Polycom	Polycom - HDX 7000 HD	8212380F5B85 CN	RBO - 2,KEONJHAR
102	Endpoint	Polycom	Polycom - HDX 7000 HD	8209380C10D4 CN	RBO - 3,BALASORE
103	Endpoint	Polycom	Polycom - HDX 7000 HD	8209380C10D7 CN	RBO - 4,JAJPUR
104	Endpoint	Polycom	Polycom - HDX 7000 HD	8212380F5B8B CN	RBO- 5,BARIPADA
105	Endpoint	Polycom	Polycom - HDX 7000 HD	8212330F5000C N	ZO- SAMBALPUR
106	Endpoint	Polycom	Polycom - HDX 7000 HD	8212050ED816 CN	ROURKELA- RBO
107	Endpoint	Polycom	Polycom - HDX 7000 HD	8209380C10F9 CN	RBO- 4,BOLANGIR
108	Endpoint	Polycom	Polycom - HDX 7000 HD	8212330F5007C N	ZO- BERHAMPUR



109	Endpoint	Polycom	Polycom - HDX 7000 HD	8212380F5B7C CN	RBO- 1,JEYPORE
110	Endpoint	Polycom	Polycom - HDX 7000 HD	8212380F5B8D CN	RBO- 3,PHULBANI
111	Endpoint	Polycom	Polycom - HDX 7000 HD	8212330F506B CN	RBO- 4,BHAWANIPA TNA
112	Endpoint	Polycom	Polycom - HDX 7000 HD	8212380F5B9A CN	RBO- 5,RAYAGADA
113	Endpoint	Polycom	Polycom - HDX 7000 HD	8212380F5BA0 CN	SBLC BHUBANESWA R
114	Endpoint	Polycom	Polycom - HDX 7000 HD	8212330F50BB CN	SBLC GOPALPUR
115	Endpoint	Polycom	Polycom - HDX 7000 HD	8212330F50EA CN	SBLC ROURKE LA
116	Endpoint	Polycom	Polycom - HDX 7000 HD	8209350BDB07 CN	LHO 4th FLOOR CR
117	Endpoint	Polycom	Polycom - HDX 7000 HD	8212330F508A CN	LHO VC SPARE
118	Endpoint	Polycom	HDX 7000 HD	8212320F4F86C N	AO Calicut STATE BANK OF INDIA I FLOOR STATE BANK BUILDING NEAR MANANCHIRA, CALICUT Pin: 673002
119	Endpoint	Polycom	HDX 7000 HD	8209480C18FB CN	AO ERNAKULAM,
120	Endpoint	Polycom	HDX 7000 HD	8211340E60CB CN	STATE BANK OF INDIA ADMINSTRATI VE BUILDING SHANMUGHAM ROAD, ERNAKULAM, Pin:682031



121	Endpoint	Polycom	HDX 7000 HD	8210130C83FB CN	AO KOLLAM,STAT
122	Endpoint	Polycom	REAL PRESEN CE GROUP 500	8210130C83FB CN	E BANK OF INDIA BEHIND KOLLAM MAIN BRANCH (903) NEAR CORPORATIO N OFFICE NH47 PIN:691001
123	End Point 1+3	Cisco	SX20	FTT202402Z2	AO KOTTAYAM, STATE BANK OF INDIA POLACHIRACK AL CHAMBERS OPPOSITE COLLECTORA TE KOTTAYAM Pin :686002
124	Endpoint	Cisco	SX20	FTT18030057	AO TRISSUR STATE BANK OF INDIA 2 ND FLOOR WEST PALLITHAMAM BUILDING KARUNAKARA N NAMBIAR ROAD, THRISSUR Pin :680020
125	Endpoint	Polycom	HDX 7000 HD	8212330F52D7 CN	AO TRIVANDRUM, STATE BANK OF INDIA SANGAMAM BUILDING 3RD FLOOR GAS HOUSE JUNCTION PALAYM THURUVANAN



					ATHAPURAM Pin :695001
126	Endpoint	Cisco	SX20	FTT2012006V	
127	Endpoint	Polycom	REAL PRESEN CE GROUP 500	8G174648B113 CV	
128	Endpoint	Cisco	CISCO SX20	FTT200902LA	
129	Endpoint	Polycom	REALPR ESENCE GROUP 500	8G174648B23E CV	LOCAL HEAD OFFICE STATE BANK OF INDIA ROTARY JUNCTION
130	Endpoint	Cisco	SX20	FTT200902L7	POOJAPPURA
131	Endpoint	Polycom	REAL PRESEN CE GROUP 500	8G174648B232 CV	THIRUVANANT HAPURAM Pin :695012
132	Endpoint	Polycom	REAL PRESEN CE GROUP 500	8G174648B45F CV	
133	Endpoint	Cisco	SX20	FTT1818011A	
134	Endpoint	Polycom	HDX 7000 HD	8212340F5335C N	RACPC TRIVANDRUM, STATE BANK OF INDIA LMS COMPOUND THIRUVANANT HAPURAM TRIVANDRUM KERALA Pin 695033



135	Endpoint	Polycom	HDX 7000 HD	8211350E6272C N	RASMECC CHANGANASE RY, STATE BANK OF INDIA 2ND FLOOR MARETTE TOWER PALACE ROAD CHANGANACH ERRY Pin: 686101
136	Endpoint	Cisco	SX20	FTT174700NU	RASMECC KOTTARAKAR A STATE BANK OF INDIA LOTUS TOWER PULAMON KOTTARAKAR A KOLLAM Pin :691506
137	Endpoint	Polycom	HDX 7000 HD	8213074024CD CN	RASMECCC ALUVA STATE BANK OF INDIA I ST FLOOR KAJA COMPLEX RAILWAY STATION ROAD ALUVA Pin: 683101
138	Endpoint	Polycom	HDX 7000 HD	8212470FBB0C CN	CENTURY VEE TEE ARCADE PALA
139	Endpoint	Cisco	SX20	FTT20280026	RASMECCC PALAKAD STATE BANK OF INDIA FIRST FLOOR,STATE BANK BUILDING ENGLISH CHURCH ROAD PALGHAT



					PALAKKAD Pin :678003
140	Endpoint	Cisco	SX20	FTT183601NJ	RBO KANNUR STATE BANK OF INDIA KAILAS COMMERCIAL COMPLEX, 2ND FLOOR, S N PARK ROAD, KANNUR
141	Endpoint	Polycom	HDX 7000 HD	8212520FCB0B CN	RBO 2 THRISSUR STATE BANK OF INDIA THIRD FLOOR, GEETHANJALI PARAMEKKAV U DEVASWOM BUILDING THRISSUR
142	Endpoint	Cisco	SX20	FTT174003BC	RBO 3 CALICUT STATE BANK OF INDIA II ND FLOOR, JUBILEE BHAVAN MINI BYPASS ROAD, ERANHIPALAM KOZHIKODE
143	Endpoint	Polycom	HDX 7000 HD	8212310F4CF5 CN	REGIONAL BUSINESS OFFICE 3 STATE BANK OF INDIA 2ND FLOOR, V S TOWER, KACHERITHAZ HAM, MUVATTUPUZ HA,



					ERNAKULAM Pin :686661
144	Endpoint	Cisco	SX20	FTT17400385	RBO 3 THRISSUR STATE BANK OF INDIA FOURTH FLOOR SUN TOWERS EAST FORT JUBILEE MISSION P O THRISSUR Pin: 680005
145	Endpoint	Polycom	HDX 7000 HD	8212320F4F54C N	RBO ALLAPEY STATE BANK OF INDIA BANK HOUSE BEACH ROAD ALAPPUZHA Pin :688012
146	Endpoint	Cisco	SX20	FTT201802JU	
147	Endpoint	Cisco	SX20	FTT17400326	RBO-6 KANHANGAD STATE BANK OF INDIA KVR TOWER 3RD FLOOR



					KANNUR Pin :670002
148	Endpoint	Polycom	HDX 7000 HD	8212330F506E CN	RACPC KOLLAM STATE BANK OF INDIA RAVI ARCADE NEAR IRON BRIDGE KOLLAM Pin :691013
149	Endpoint	Cisco	SX20	FTT202801QZ	RBO-4 MALAPPURAM STATE BANK OF INDIA ELIKKOTTIL ARCADE VARANGODE DOWN HILL P.O MALAPPURAM Pin :676519
150	Endpoint	Polycom	HDX 7000 HD	8G180748D27F CV	RBO MAVELIKARA
151	Endpoint	Polycom	HDX 7000 HD	8211150DDF87 CN	STATE BANK OF INDIA PADMA BHAVAN BUILDING OPP. KSRTC BUS STN. MAVELIKKARA KOTTAYAM Pin:690101
152	Endpoint	Polycom	REAL PRESEN CE GROUP 500	82172647B116C V	RBO PALA STATE BANK OF INDIA SECOND FLOOR DNR TOWER D P ROAD PALA



					KOTTAYAM Pin :686575
153	Endpoint	Polycom	HDX 7000 HD	8212470FBA91 CN	RBO PALAKKAD STATE BANK OF INDIA 39/1400-1 IST FLOOR ROBINSON ROAD PALAKKAD Pin:678014
154	Endpoint	Polycom	HDX 7000 HD	8212460FB901 CN	RBO PATHANAMTHI TTA STATE BANK OF INDIA KIDARATHIL CHRIS TOWERS COLLEGE ROAD STADIUM JN PATHANAMTHI TTA Pin:689645
155	Endpoint	Cisco	SX20	FTT200902KX	RBO SHORANUR STATE BANK OF INDIA PARACKAL BLDG, POST OFFICE ROAD SHORANUR Pin:673121



156	Endpoint	Polycom	HDX 7000 HD	82131340392BC N	RBO THIRUVALLA STATE BANK OF INDIA ENNIKATTIL BUILDINGS M C ROAD, THIRUVALLA PATHANAMTHI TTA Pin:689101
157	Endpoint	Cisco	SX20	FTT174003CT	RBO THODUPUZHA STATE BANK OF INDIA 1 ST FLOOR PALAKKATTU BUILDING BYPASS ROAD MANGATTUKA VALA THODUPUZHA, IDUKKI Pin :685585
158	Endpoint	Tandberg	TANDBE RG	26B14013	RBO THRISSUR STATE BANK OF INDIA VIII/78-11 BHARATHAKS HEMA, ST. THOMAS COLLEGE ROAD, THRISSUR, Pin :680005
159	Endpoint	Cisco	SX20	FTT17460240	RBO TRIVANDRUM STATE BANK OF INDIA KSHB BUILDING SANTHI NAGAR THIRUVANANT HAPURMA Pin: 695001



160	Endpoint	Cisco	SX20	FTT200902UK	SARB TRIVANDRUM STATE BANK OF INDIA LAXMI, GANAPATHY KOIL ROAD VAZHATHACA UD THIRUVANANT HAPURAM Pin: 695014
161	Endpoint	Cisco	SX20	FTT200902L4	SBLC STATE BANK OF INDIA Beach Road Fort Kochi Ernakulam Pin :682001
162	Endpoint	Tandberg	TANDBE RG	26A88591	SBLC STATE BANK OF INDIA Beach Road Fort Kochi Ernakulam Pin :682001
163	Endpoint	Polycom	REAL PRESEN CE GROUP 500	8G180748D2F9 CV	RASMECC ALAPPY STATE BANK OF INDIA BEACH ROAD ALAPPUZHA Pin: 688012
164	Endpoint	Cisco	SX20	FTT185101Y3	RACPC ERNAKULAM STATE BANK OF INDIA 1ST FLOOR VANKARATH TOWERS BYE-PASS JUNCTION PALARIVATTO M,KOCHI- 682024 ERNAKULAMPi n:682031



165	Endpoint	Cisco	20 PORT CODIAN 4510 MCU	SM001FE1 & SM001D97	LOCAL HEAD OFFICE STATE BANK OF INDIA ROTARY JUNCTION POOJAPPURA THIRUVANANT HAPURAM Pin:695012
166	Endpoint	Cisco	20 PORT CODIAN 4510 MCU	SM004DD6 & SM001D9E	LOCAL HEAD OFFICE STATE BANK OF INDIA ROTARY JUNCTION POOJAPPURA THIRUVANANT HAPURAM Pin:695012
167	Endpoint	Polycom	80 PORT COLLAB ORATIO N SERVER 4000	SR4160107007	LOCAL HEAD OFFICE STATE BANK OF INDIA ROTARY JUNCTION POOJAPPURA THIRUVANANT HAPURAM Pin:695012
168	Endpoint	Polycom	HDX- 7000	8211390E6B91 CN	GOC TRIVANDRUM STATE BANK OF INDIA 2ND & 4 TH FLOOR, SBI, THAMPANOOR THIRUVANANT HAPURAM TRIVANDRUM
169	Endpoint	Polycom	HDX- 7000	8212470FBA59 CN	SBI GLOBAL NRI STATE BANK OF INDIA JOYS BLDG M G ROAD



					ERNAKULAM ERNAKULAM Pin: 685035
170	Endpoint	Polycom	HDX 7000	8212330F4FDD CN	TC 25/641, SREE GANESH KRIPA JAS HOTEL ROAD, THYCAUD THIRUVANANT HAPURAM
171	Endpoint	Tandberg	EDGE 95	26A88599	COMMERSCIA L BRANCH CTATE BANK OF INDIA 1ST FLOOR, VANKARETH TOWERS, BYE PASS JUNCTION, PADIVATTOM ERNAKULAM
172	Endpoint	Polycom	HDX 7000	8212520FCB0E CN	LCPC ERNAKULAM STATE BANK OF INDIA 4 TH FLOOR KSHB REVENUE TOWER PARK AVENUE ROAD OPP BOAT JETTY ERNAKULAM KOCHI
173	Endpoint	Cisco	SX20	FTT184600A7	SME ERNAKULAM STATE BANK OF INDIA 1ST FLOOR,JOY"S BUILDING, PADMA JUNCTION, M



					G ROAD ERNAKULAM
174	Endpoint	Cisco	SX20	FTT200902OB	SARB ERNAKULAM R.S.BUILDING, M G ROAD ERNAKULAN, KOCHI KERALA- 682035 Dist: ERNAKULAM State: KERALA Pin: 682035
175	Endpoint	Polycom	HDX 7000	8212520FCAEA CN	SAMB ERNAKULAMS ECOND FLOOR, R.S. HOUSE OPPOSITE COLLEGE GROUND M.G. ROAD, ERNAKULAM Dist: ERNAKULAM State: KERALA Pin: 682011
176	End Point 1 + 3	Polycom	HDX 7000	8212190F185D CN	SBI, ADMINISTRATI VE OFFICE, CHANDIGARH, SCO: 103-108, SECTOR 17-B, NEAR SINDHI SWEETS, PIN- 160017, CHANDIGARH, PUNJAB



177	End Point 1 + 3	Polycom	HDX 7000	8211100DD3E2 CN	SBI,REGIONAL BANK OFFICE CHANDIGARH, SCO: 99-217, SECTOR 8-C, MADHYA MARG PIN-160009, CHANDIGARH, PUNJAB
178	Endpoint 1+1	Cisco	SX 20	FTT203501I8	SBI, REGIONAL BANK OFFICE, HOSHIYARPUR, J.P COMPLEX, SUTHERI ROAD, PIN- 146001, HOSHIYARPUR, PUNJAB
179	End Point 1 + 3	Polycom	HDX 7000	8212510FC7BD CN	SBI, MOHALI, PUNJAB
180	End Point 1 + 3	Polycom	HDX 7000	8212380F5B8F CN	SBI, REGIONAL BANK OFFICE, MOHALI, SCO: 99103, SECTOR 8-C MAIN BRANCH BUILDING, PIN-145001, PATHANKOT, PUNJAB
181	End Point 1 + 3 -	Polycom Cisco Cisco	HDX 7000 SX 20 SX 20	8211370E63AF CN FTT193602H0 FTT193602H8	SBI, ADMINISTRATI VE OFFICE, PATIALA, HEAD OFFICE, THE MALL PATIALA PIN-147001, PATIALA, PUNJAB
182	End Point 1 + 3	Polycom	HDX 7000	8212520FCAC1 CN	SBI, SBLID CENTER, PATIALA, URBAN STATE- PHASE-2, PIN-



					147002, PATIALA, PUNJAB
183	Endpoint 1+1	Cisco	SX 20	FTT201802ID	SBI, LCPC CENTER, PATIALA, URBAN STATE- PHASE-3, PRAGATI BHAWAN, PIN- 147002, PATIALA, PUNJAB
184	End Point 1 + 3	Polycom Polycom	HDX 7000 HDX 7000	8212220F1E85 CN 8211340E3CE1 CN	SBI, ADMINISTRATI VE OFFICE, PANCHKULA PLOT NO 1/2B, CITY CENTER, SECTOR-5 PIN-134109, PANCHKULA, HARYANA
185	End Point 1 + 3	Polycom	HDX 7000	8211100DD3C9 CN	SBI, REGIONAL BANK OFFICE, PANCHKULA, SCO-70, SECTOR-5, PIN:134109 PANCHKULA, HARYANA
186	Endpoint 1+1	Cisco	SX 20	FTT183901ZK	SBI, REGIONAL BANK OFFICE, KURUKSHETR A SECTOR-13 MARKET, NEAR PNB BRANCH PIN-136118, KURUKSHETR A, HRY



187	End Point 1 + 3	Polycom	HDX 7000	8212510FC9D5 CN	SBI, REGIONAL BANK OFFICE, KURUKSHETR A OPP. PAYAL NURSING HOME, PIPLI ROAD PIN-136118, KURUKSHETR A, HRY
188	End Point 1 + 3	Cisco Polycom	SX 20 HDX 7000	FTT2038017W 8211110DD569 CN	SBI, REGIONAL BUSINESS OFFICE, PANIPAT, IST FLOOR, GT ROAD, PIN- 132103 PANIPAT, HARYANA
189	End Point 1 + 3	Polycom Polycom	HDX 7000 HDX 7000	8211100DD428 CN 8211100DD1C4 PN	SBI, ADMINISTRATI VE OFFICE, ROHTAK, NEAR SAGAR VILLA, ABOVE EASY DAY, PIN-124001, ROHTAK, HARYANA
190	Endpoint 1+1	Cisco	SX 20	FTT193602HP	SBI, REGIONAL BANK OFFICE, ROHTAK, HOTEL SHANGRILA, NEAR JAAT BHAWAN, PIN-124001, ROHTAK, HARYANA
191	Endpoint 1+1	Cisco	SX 20	FTT203800DQ	SBI, REGIONAL BANK OFFICE, HISAR, SCO-106-108, 2ND FLOOR, SECTOR-14 PIN-125001,



					HISSAR, HARYANA
192	Endpoint 1+1	Cisco	SX 20	FTT203702Z4	SBI, REGIONAL BANK OFFICE, SIRSA, DABWALI ROAD, OPP. SHRI HOSPITAL, PIN-125055, SIRSA, HARYANA
193	Endpoint 1+1	Cisco	SX 20	FTT203702Y6	SBI, REGIONAL BANK OFFICE REWARI, NEAR RAJESH PILOT CHOWK, ABOVE MANU - MEMORIAL HOSPITAL, PIN-123401, REWARI, HARYANA
194	End Point 1 + 3	Cisco Polycom	SX 20 HDX 7000	FTT193701EJ 8210210C08CE B6	SBI, ADMINISTRATI VE OFFICE, JAMMU NEAR RAILWAY STATION, PIN 180001 JAMMU, H.P
195	Endpoint 1+1	Cisco	SX 20	FTT203800LX	SBI, REGIONAL BANK OFFICE SRINAGAR, MULLANA AAZAD ROAD, OPP- BHUVAN COLLEGE, PIN- 190001, SRINAGAR, H.P



196	End Point 1 + 3	Polycom	HDX 7000	8211180DE9D9 PN	SBI, ADMINISTRATI VE OFFICE, SHIMLA 40 SDA COMPLEX, KUSUMPATI SHIMLA, PIN 180001, SHIMLA, H.P
197	Endpoint 1+1	Cisco	SX 20	FTT203702YY	SBI, REGIONAL BANK OFFICE SOLAN, NEAR THODO GROUND, RAJGARH ROAD, PIN 173212, SOLAN, H.P
198	Endpoint 1+1	Cisco	SX 20	FTT20380190	SBI, REGIONAL BANK OFFICE MANDI, NEAR HRTC PETROL PUMP, PIN 175001, MANDI H.P
199	Endpoint 1+1	Cisco	SX 20	FTT2038018Q	SBI, REGIONAL BANK OFFICE HAMIRPUR, GURUKUL MALL, NEAR GANDHI CHOWK, PIN 177001, HAMIRPUR, H.P
200	Endpoint 1+1	Cisco	SX 20	FTT203800DS	SBI, REGIONAL BANK OFFICE, DHARAMSHAL A
201	End Point 1 + 3	Polycom	HDX 7000	8211100DD3DE CN	SBI, Regional Office Kangra, Dharamshala Road, Near Post Office, PIN -176001,



					KANGRA, Himachal Pradesh
202	End Point 1 + 3	Polycom Polycom	HDX 7000 HDX 7000	8211130DDB75 CN 8212220F1C43 CN	SBI, ADMINISTRATI VE OFFICE, AMRIK SINGH ROAD, FOUNTAIN CHOWK, PIN 151001, BHATINDA, PUNJAB
203	Endpoint 1+1	Cisco	SX 20	FTT203702ZO	SBI, REGIONAL BANK OFFICE JALANDHAR NEAR SKYLARK HOTEL, CIVIL LINES, PIN 144001, JALANDHAR, PUNJAB
204	Endpoint 1+1	Cisco	SX 20	FTT2038018L	SBI, REGIONAL BANK OFFICE AMRITSAR, 2nd FLOOR, RANIKA BAGH, NEAR UPPAL HOSPITAL, PIN-143001, AMRITSAR, PUNJAB
205	End Point 1 + 3	Polycom	HDX 7000	8211070D8CAD CN	State Bank Of India, Regional Business Office- 2, 4th Floor, JK Towers, Mall Road Amritsar - 143001, AMRITSAR, Punjab
206	End Point 1 + 3	Polycom	HDX 7000	8210190C932E CN	SBI, ADMINISTRATI VE OFFICE, AMRIK SINGH



					ROAD, LAKSHYA BUILDING, PIN 151001, BHATINDA, PUNJAB
207	Endpoint 1+1	Cisco	SX 20	FTT203702RS	REGIONAL BANK OFFICE BHATINDA, BHAGU ROAD, PIN: 151001 BHATINDA, PUNJAB
208	Endpoint 1+1	Cisco	SX 20	FTT203800S7	SBI, REGIONAL BANK OFFICE, FIROZPUR, CHURCH ROAD, FIROZPUR CANTT, PIN-152001, FIROZPUR, PUNJAB
209	End Point 1 + 3	Polycom	HDX 7000	8212070EDC5D CN	SBI, LHO, Sector 17, Chandigarh
210	End Point 1 + 3	Polycom	HDX 7000	8211470E7D17 CN	SBI, LHO, Sector 17, Chandigarh
211	End Point 1 + 3	Cisco	SX 20	FTT193602HD	SBI, LHO, Sector 17, Chandigarh
212	End Point 1 + 3	Cisco	SX 20	FTT193601UL	SBI, LHO, Sector 17, Chandigarh
213	End Point 1 + 3	Cisco	SX 20	FTT2036003A	SBI, LHO, Sector 17, Chandigarh
214	Mcu 20 Port	Polycom	RMX 2000	VR2120619014	SBI, LHO, Sector 17, Chandigarh
215	Mcu 40 Port	Polycom	RMX 4000	SR4160107018	SBI, LHO, Sector 17, Chandigarh
216	Cisco& Mcu 4510	Cisco	4510	SM005004	SERVER ROOM LHO 6 th Floor



217	Cisco&Sx2	Cisco	SX 20	FTT182102KX	12 FLOOR LHO
218	Cisco&Sx2	Cisco	SX 20	FTT174002J1	11th SMALL CONFERENCE ROOM LHO
219	Polycom&H dx7000	Polycom	HDX7000	8212300F4B5B CN	11th BOARD ROOM LHO
220	Polycom&H dx7000	Polycom	HDX7000	8211180DE99B CN	11th BOARD ROOM LHO
221	Polycom&H dx7000	Polycom	HDX7000	8211470E7CA0 CN	10th FLOOR LHO
222	Polycom&H dx7000	Polycom	HDX7000	82160443B2A3 CN	8th FLOOR LHO
223	Cisco&Sx2 0	Cisco	SX 20	FTT174103NG	7th FLOOR LHO
224	Polycom&H dx7000	Polycom	HDX7000	8212350F57AC CN	6 th FLOOR LHO
225	Mcu Rmx	Polycom	RMX400 0 (version 8.4.2.54)	VR4120506667	SBI, LHO, 1ST Floor, Bank Street, Koti, Hyderabad
226	Mcu Codian	Cisco	CODIAN MCU 4510	SM00500A	SBI, LHO, 5TH Floor, Bank Street, Koti, Hyderabad
227	Mcu Codian Gateway	Cisco	CISCO TELEPR ESENCE ISDN GW 3241	SM00229B	SBI, LHO, 5TH Floor, Bank Street, Koti, Hyderabad
228	Endpoint	Polycom	HDX 7000 HD	8211210DEACB CN	SBI, LHO, 1ST Floor, Bank Street, Koti, Hyderabad
229	Endpoint	Cisco	TelePres ence SX20	FTT200901X0	SBI, LHO, 1ST Floor, Bank Street, Koti, Hyderabad
230	Endpoint	Cisco	TelePres ence SX20	FTT203601HV	SBI, LHO, 5TH Floor, Bank Street, Koti, Hyderabad
231	Endpoint	Cisco	TelePres ence SX20	FTT2012009D	SBI, LHO, 5TH Floor, Bank Street, Koti, Hyderabad



232			TANDBE G CODEC	25A47388	SBI, LHO, 4TH Floor, Bank Street, Koti,
	Endpoint	Cisco	6000MXP		Hyderabad
			TelePres		ECIL BRANCH,
233	Endpoint	Cisco	ence SX20	A1AB50F00639	NEAR ECIL ,HYDERABAD
234	Liidpoiit	Cioco	HDX	8213074023D4	SBI SMCB
234	Endpoint	Polycom	7000 HD	CN	VIJAYAWADA
235	Endpoint	Polycom	HDX 7000 HD	8213504172C6 CN	SBI CB Visakhapatnam
	Епаропп	Folycom	HDX	8210390CCAAF	SCB MCRO
236	Endpoint	Polycom	7000 HD	CN	Guntur
			TelePres		
237	Endpoint	Cisco	ence SX20	FTT1740039E	AO HYDERABAD
	Endpoint	CISCO	TelePres	F111/40039E	HIDERADAD
238			ence		
	Endpoint	Cisco	SX20	FTT2012009O	AO SEC HYD
220			TelePres		AO
239	Endpoint	Cisco	ence SX20	FTT1843012K	WARANGAL CONF
	Епаропп	01300	TelePres	1 111040012K	OOM
240			ence		RBO Karim
	Endpoint	Cisco	SX20	FTT173400U9	Nagar
241			TelePres ence		RBO
271	Endpoint	Cisco	SX20	FTT212202FM	MANCHIRIAL
			TelePres		
242			ence		
	Endpoint	Cisco	VSX	FTT212202PO	AO NALGONDA RBO
243			7000e	8208220A4357B	MAHABOOBNA
2.0	Endpoint	Polycom	(128)	9	GAR URBAN
			TelePres		_
244	Fodosist	Ciaca	ence	ETT0400000	RBO
	Endpoint	Cisco	SX20 TelePres	FTT212202Q2	SANGAREDDY
245			ence		RBO 6
	Endpoint	Cisco	SX20	FTT201400FP	KHAMMAM
246	1 + 3	Polycom	Polycom	8212310F4D1D	SBI LHO Jaipur
	Endpoint 1 + 3	,	7000 HD Polycom	CN 8212300F4BF4	·
247	Endpoint	Polycom	7000 HD	CN	SBI AO Bikaner
248	1+3	Polycom	Polycom	8212310F4CF4	SBI AO Udaipur
240	Endpoint	1 Olycolli	7000 HD	CN	TO Oualpul



249	1 + 3 Endpoint	Polycom	Polycom 7000 HD	8212310F4D23 CN	SBI AO Jodhpur
250	Point To Point Endpoint	Polycom	Polycom 7000 HD	8212310F4CDD CN	SBI RBO Jaipur
251	Point To Point Endpoint	Polycom	Polycom 7000 HD	8212060ED93A PN	SBI RBO Alwar
252	Point To Point Endpoint	Polycom	Polycom 7000 HD	8212300F4BFC CN	AO Kota
253	1 + 3 Endpoint	Cisco	Cisco SX20	FTT1839014V	SBI, LHO, Tilak Marg,C- Scheme, Jaipur- 302005
254	1 + 3 Endpoint	Cisco	Cisco SX20	FTT184603GN	PLOT NO 14, PHED COLONY, OPPOSITE GIRLS COLLEGE, NAGAUR
255	1 + 3 Endpoint	Cisco	Cisco SX20	FTT18120267	2-S-10 to 18, II FLOOR, DUMAS PRESIDENCY, BASANT VIHAR, Bhilwara
256	1 + 3 Endpoint	Cisco	Cisco SX20	FTT183903F3	Jodhpur Zonal office,A-23, SHASTRI NAGAR JODHPUR - 342003
257	1 + 3 Endpoint	Cisco	Cisco SX20	FTT18390345	REGIONAL OFFICE, BARMER,NH- 15, Jaisalmer Road, BARMER- 344001
258	1 + 3 Endpoint	Cisco	Cisco SX20	FTT191602JJ	AO KOTA
259	1 + 3 Endpoint	Cisco	Cisco SX20	FTT190500D6	SBI, LHO, Tilak Marg,C-



					Scheme, Jaipur- 302005
260	1 + 3 Endpoint	Cisco	Cisco SX20	FTT184600XC	NEAR LAL GHANTA GHAR, CHURU, PIN-
261					331001
262	1 + 3 Endpoint	Cisco	Cisco SX20	FTT183903F5	SBBJ REGIONAL OFFICE JHUNJHUNU,A BUSARIA COMPLEX- OPP- ROADWAYS DEPO- JHUNJHUNU
263	1 + 3 Endpoint	Cisco	Cisco SX20	FTT190500DG	SBI, LHO, Tilak Marg, C- Scheme, Jaipur- 302005
264	1 + 3 Endpoint	Cisco	Cisco SX20	FTT184603GU	REGIONAL OFFICE PALI,PLOT NO 85-86, KRISHN SUNDRAM, NEAR ASG EYE HOSPITAL, BASANT VIHAR,PALI- 306401
265	Point To Point Endpoint	Cisco	Cisco SX20	FTT174002M0	Regional Office Hanuma ngarh
266	Point To Point Endpoint	Cisco	Cisco SX20	FTT17420213	State Bank Learning Center Ajmer
267	Point To Point Endpoint	Cisco	Cisco SX20	FTT2009000J	SBI RBO Sawai Madhopur
268	Point To Point Endpoint	Sony	Sony PCS-1P	411118	SBI RBO Sikarr
269	Point To Point Endpoint	Sony	Sony PCS-1P	404278	SBI SBLC Bikaner



270	End Point 1 + 3	Cisco	SX 20	FTT204200SE	4th Floor Conf Room, SBI LHO Bengaluru
271	End Point 1 + 3	Cisco	SX 20	FTT194802V8	3rd Floor Conf Hall, SBI LHO Bengaluru
272	End Point 1 + 3	Cisco	SX 20	FTT174002IS	3rd Floor Board Room, SBI LHO Bengaluru
273	End Point 1 + 3	Cisco	SX 20	FTT174700O0	2nd Floor Conf Hall, SBI LHO Bengaluru
274	End Point 1 + 3	Polycom	HDX 7000	0EC596	1st Floor Conf Hall, SBI LHO Bengaluru
275	End Point 1 + 3	Polycom	HDX 7000	0E3DA5	1st Floor Conf Hall, Annexe Bldg., SBI LHO Bengaluru
276	End Point 1 + 3	Cisco	SX 20	FTT174202QD	2nd Floor Conf Room, Annexe Bldg., SBI LHO Bengaluru
277	Mcu Master	Cisco	MCU 5320	SUK1801000F	Telecom Room, SBI LHO Bengaluru
278	Mcu Slave	Cisco	MCU 5320	SUK1801000F	Telecom Room, SBI LHO Bengaluru
279	Isdn Gateway	Cisco	GW 3241	SM004DC3	Telecom Room, SBI LHO Bengaluru
280	End Point 1 + 3	Cisco	SX 20	FTT180100PT	Overseas Branch, LHO Campus Bengaluru
281	End Point 1 + 3	Cisco	SX 20	FTT193002O7	SAM Branch, LHO Campus Bengaluru
282	End Point 1 + 3	Cisco	SX 20	FTT181901SR	MCRO Conf Hall, LHO Campus Bengaluru
283	End Point 1 + 3	Polycom	HDX 7000	41149B	MCRO VC Room, LHO Campus Bengaluru
284	Mcu	Polycom Rmx2000	RMX2000	VR2121029043	CAP Room, e- SBM Building



1	I		1		KGRoad
					Bengaluru
285	End Point 1 + 3	Polycom	HDX 7000	0E7D90	2nd Floor Conf Room, e-SBM Building KGRoad Bengaluru
286	End Point 1 + 3	Polycom	HDX 7000	8212470FBB66CN	4th Floor Conf Room, e-SBM Building KGRoad Bengaluru
287	End Point 1 + 3	Cisco	SX 20	FTT174003DX	8th Floor Conf Room, e-SBM Building KGRoad Bengaluru
288	End Point 1 + 3	Polycom	HDX 7000	0C501E	First Floor, RBO- 5, SBI Chickmagaluru- 577101
289	Endpoint	Polycom Viewstation	PVS- 16XX	01FF1B	AO-7, 1st Floor, Kusugal Road, Keshwapur, Hubballi- 580023
290	Endpoint	Tandberg	TTC7-14	26B18418	RBO-3, LIC BUILDING, GOAVES, BELGAUM- 590001
291	Endpoint	Tandberg	TTC7-14	26A88909	RBO-5, III FLOOR, JANKI PLAZA, DR PIKLE ROAD, KARWAR - 580301
292	Endpoint	Cisco	SX 20		SBILD, Jakkur, Bengaluru
293	Endpoint	Cisco	SX 20		SBILD, Basavanagudi, Bengaluru
294	Endpoint	Cisco	SX 20		SBILD, Mysuru
295	End Point 1 + 3	Cisco	SX 20		RBO Udupi
296	Fms Engineer			2	SBI LHO Campus Bengaluru
297	Fms Engineer			2	SBI e-SBM Building KG Road Bengaluru



298	Fms Engineer			1	SBI AO-7 Hubballi
299	End Point 1 + 3	Polycom	HDX 7000	·	ZIO, e-SBM Building, KG Road, Bengaluru
300	Mcu	Cisco	MCU 5320		LHO Bhopal
301	End Points	Cisco	SX20		LHO Bhopal CONF. Room
302	End Points	Cisco	SX20		LHO Bhopal NEW CONF Room
303	End Points	Polycom	HDX 7000HD		LHO Bhopal BOARD ROOM
304	End Points	Polycom	VSX 7000e		LHO Bhopal CHAIRMAN
305	End Points	Cisco	SX20		LHO Bhopal - Vigilance Dept.
306	End Points	Cisco	SX20		LHO Bhopal CDO Dept.
307	End Points	Polycom	HDX 7000HD		AO Indore
308	End Points	Polycom	HDX 7000HD		AO Indore 2
309	End Points	Cisco	SX20		RBO Ujjain
310	End Points	Cisco	SX20		RBO Dewas
311	End Points	Cisco	SX20		RBO Ratlam
312	End Points	Polycom	HDX 7000HD		RBO Mandsaur
313	End Points	Cisco	SX20		RBO Dhar
314	End Points	Polycom	HDX 7000HD		RBO Betul
315	End Points	Polycom	HDX 7000HD		RBO Hoshangabad
316	End Points	Cisco	SX20		RBO Khandwa
317	End Points	Polycom	HDX 7000HD		AO Jabalpur
318	End Points	Cisco	SX20		AO Jabalpur
319	End Points	Polycom	HDX 7000HD		RBO Damoh
320	End Points	Tandberg	Edge 95MXP		RBO Katni
321	End Points	Cisco	SX20		RBO Satna
322	End Points	Cisco	SX20		Ao Gwalior
323	End Points	Cisco	SX20		RBO Mandla
324	End Points	Cisco	SX20		AO Gwalior 2



325	End Points	Polycom	HDX 7000HD		RBO Shivpuri
326	End Points	Polycom	VSX7000		RBO Guna
327	End Points	Polycom	Real Presence group 500		RBO Sagar
328	End Points	Polycom	SP		RBO Chhatarpur
329	End Points	Polycom	HDX 7000HD		AO Raipur
330	End Points	Polycom	VSX 7000e		AO Raipur 1
331	End Points	Cisco	SX20		AO Raipur 2
332	End Points	Cisco	SX20		RBO Ambikapur
333	End Points	Cisco	SX20		RBO Bhilai
334	End Points	Cisco	SX20		RBO Korba
335	End Points	Polycom	HDX 7000HD		AO Bilaspur
336	End Points	Polycom	HDX 7000HD		AO Bilaspur 2
337	End Points	Cisco	SX20		Bilaspur RBO 1
338	End Points	Cisco	SX20		RBO Raigarh
339	End Points	Tandberg	Edge 95MXP		RBO Jagdalpur
340	End Points	Cisco	SX20		RBO Kanker
341	End Points	Cisco	SX20		sblc Jabalpur
342	End Points	Cisco	SX20		sblc Raipur
343	End Points	Cisco	SX20		sblc Indore
344	End Points	Tandberg	Edge 95MXP		sblc bhopal
345	Multi Conferenci ng Unit	Cisco	TELEPR ESENCE MCU 5320	FOC1814NEZ1	ITS DEPATMENT, LHO Guawhati
346	Endpoint	Tandberg	EDGE 95MXP	26B14207	CGM - CHAMBER, LHO Guawhati
347	Endpoint	Polycom	REAL PRESEN CE GROUP 310	82170746CB48 DP	BOARD ROOM, LHO Guawhati
348	Endpoint	Polycom	REAL PRESEN	8G181248DE64 CV	MINI CONFERENCE



			CE GROUP 500		ROOM 1, LHO Guawhati
349	Endpoint	Polycom	REAL PRESEN CE GROUP 500	8G174648B122 2CV	SMALL CONFERENCE ROOM, LHO Guawhati
350	Endpoint	Tandberg	EDGE 95MXP	26B14390	CONFERENCE HALL, LHO Guawhati
351	Endpoint	Polycom	HDX 7000	8211310E36E9 PN	MINI CONFERENCE ROOM 2, LHO Guawhati
352	Endpoint	Tandberg	EDGE 95MXP	26B19682	GM NW 2 - CHAMBER, LHO Guawhati
353	Endpoint	Cisco	SX20	FTT200902OD	GM NW 1 - CHAMBER, LHO Guawhati
354	End Point 1 + 3	Polycom	HDX 7000	8211210DEB1BC N	State Bank Of India, 2ND Floor, Conference Hall, Local Head Office, Moti Mahal Marg, Lucknow 226001
355	End Point 1 + 3	Polycom	HDX 7000	8211170DE151C N	State Bank Of India, 2ND Floor, Conference Hall, Local Head Office, Moti Mahal Marg, Lucknow 226001
356	End Point 1 + 3	Polycom	HDX 7000	82131340374APN	State Bank Of India, 2ND Floor, Conference Hall, Local Head Office, Moti Mahal Marg, Lucknow 226001
357	End Point 1 + 7	Polycom	HDX 9000	8209280A56F0C1	State Bank Of India, 2ND Floor, Conference Hall, Local Head Office, Moti Mahal Marg, Lucknow 226001



358	20 Port	Polycom	RMX 2000	VR2110719079	State Bank Of India, 1ST Floor, Conference Hall, Local Head Office, Moti Mahal Marg, Lucknow 226001
359	Cts-Sx20 Codec	Cisco	SX 20	FTT201802BL	SBI ZO LUCKNOW
360	Cts-Sx20 Codec	Cisco	SX 20	FTT1851038A	SBI RBO-1 LUCKNOW
361	End Point 1 + 3	Polycom	HDX 7000	8211100D0427C N	SBI RBO-5 LUCKNOW
362	Cts-Sx20 Codec	Cisco	SX 20	FTT180600TX	SBI ZO BAREILLY
363	End Point 1 + 3	Polycom	HDX 7000	82125140FC7D6 CN	State Bank of India, RBO Muradabad, Asst.General Manager, Moradabad Branch, Civil Lines, Muradabad 244001
364	End Point 1 + 3	Polycom	HDX 7000	8211210DEAC7C N	State Bank of India, Regional Business Office,III, Townhall, Shahjahanpur 224001
365	End Point 1 + 3	Polycom	HDX 7000	8212300F4C88C N	State Bank Of India, the Dy. general Manager, ADMINISTRATIV E OFFICE, SARDAR PATEL MARG, ALLAHABAD 211001
366	End Point 1 + 3	Polycom	HDX 7000	8212320F4F7AC N	State Bank Of India, The regional Manager, OFFICE IV, REGIONAL BUSINESS OFFICE, NEAR SARAS MOTEL SULTANPUR ROAD,



					RAEBARELI 229010
367	Cts-Sx20 Codec	Cisco	SX 20	FTT1921038L	SBI RBO-6 FARUKKHABAD
368	End Point 1 + 3	Polycom	HDX 7000	8211450E7ADEC N	State Bank Of India, Conference Holl, Administrotive Office, Kanpur Zone,The Mall, Kanpur 208001
369	End Point 1 + 3	Polycom	HDX 7000	82141941F211PN	State Bank Of India, State Bank Learning Centre Kanpur, 56-A, Turner Road, Cantt, Kanpur, 208004
370	Cts-Sx20 Codec	Cisco	SX 20	FTT180600LY	SBI AO GORAKHPUR
371	End Point 1 + 3	Polycom	HDX 7000	8212110F0DA8C N	State Bank Of India, IN Front of Kachehari, Zonal Office, Varanasi 221002
372	Mcu	Polycom	RMX2000	VR2110728133	LHO
373	Mcu	Polycom	RMX1800	EE16163069CAD D	LHO
374	Endpoints	Polycom	HDX7000	8211340E603DC N	10TH FLR LHO
375	Endpoints	Polycom	HDX7000	82152943A83CC N	10TH FLR LHO
376	Endpoints	Polycom	HDX7000	8211330E3CADC N	ZO Madurai
377	Endpoints	Polycom	HDX7000	8211340E6126C N	RBO Tambaram
378	Endpoints	Polycom	HDX7000	8211340E6076C N	RBO Pondichery
379	Endpoints	Polycom	HDX7000	8211340E6001C N	RBO Salem
380	Endpoints	Polycom	HDX7000	8211070D89FEC N	RBO Tanjavur
381	Endpoints	Polycom	HDX7000	8211370E638BC N	RBO Tirunelveli
382	Endpoints	Polycom	HDX7000	8211080D8DE4C N	RBO Vellore
383	Endpoints	Polycom	HDX7000	8211150DDF8BC N	SBLC Trichy



384	Endpoints	Polycom	HDX7000	8211430E75VAC N	SBLC Perambur
385	Endpoints	Polycom	HDX7000	8212300F4B14C N	NAGAPPATINAM
386	Endpoints	Cisco	SX20	FTT181000BC	SME Dindigul
387	Endpoints	Cisco	SX20	FTT181000B1	SME KARUR
388	Endpoints	Cisco	SX20	FCZ1751F200	AO TRICHY