



**REQUEST FOR PROPOSAL  
FOR PROCUREMENT, INSTALLATION,  
COMMISSIONING AND MAINTENANCE OF SOFTWARE DEFINED WIDE  
AREA NETWORK (SDWAN) SOLUTION WITH ASSOCIATED ACCESSORIES  
AT 4 DC's AND AROUND 7000 DOMESTIC BRANCHES**

**Ref: SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023**

**Networking & Communication Department,  
State Bank of India, Global IT Centre,  
First Floor, 'D' wing, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614 India**

### **Schedule of Events**

<b>SI No</b>	<b>Particulars</b>	<b>Remarks</b>
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Shri M Vijaya Kumar Designation: Deputy General Manager Email ID: <a href="mailto:dgmit.nw@sbi.co.in">dgmit.nw@sbi.co.in</a> ; <a href="mailto:sunil.n.kulkarni@sbi.co.in">sunil.n.kulkarni@sbi.co.in</a> <a href="mailto:tgr@sbi.co.in">tgr@sbi.co.in</a> ; <a href="mailto:kuldeep.sharma@sbi.co.in">kuldeep.sharma@sbi.co.in</a> <a href="mailto:amit.hembrom@sbi.co.in">amit.hembrom@sbi.co.in</a> <a href="mailto:kr.pawan@sbi.co.in">kr.pawan@sbi.co.in</a> <a href="mailto:bhavin.harishbhaifataniya@sbi.co.in">bhavin.harishbhaifataniya@sbi.co.in</a> ;  Contact Address State Bank Global IT Centre, Networking and Communication dept. First Floor, D Wing, Sector 11, CBD Belapur, Navi Mumbai-400614:
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> procurement news from 22.11.2023 to 18.12.2023
3	Last date for requesting clarification	Upto 16:00 hrs on 01.12.2023 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting	From 16:00 hrs to 18:00 hrs on 05.12.2023 through online meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 11.12.2023
6	Last date and time for Bid submission	Up to 15:30 hrs on 18.12.2023
7	Address for submission of Bids	M/s E-Procurement Technologies Ltd, Ahmedabad Website: <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>

SI No	Particulars	Remarks
	<i>(Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)</i>	Contact details: Email: allocation@eptl.in
8	Date and Time of opening of Technical Bids	16:00 hrs on 18.12.2023 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	Tender Fee	Rs. 25,000/- Amount should be deposited in <b>A/c No. 4897932113433</b> , IFSC - SBIN0011343 <b>Account Name: Subsidy Inward Remittance Account</b> Note: Only NEFT , RTGS is allowed in this account Tender fee will be non-refundable.
12	Earnest Money Deposit	Rs. 125.00 Lakhs (Rupees One Hundred Twenty Five lakh only) a) Amount should be deposited in <b>A/c No. 4897932113433</b> , IFSC - SBIN0011343 <b>Account Name: Subsidy Inward Remittance Account</b> Branch OAD, GITC, Belapur Mode of Transaction- NEFT and RTGS only. Or b) The amount should be deposited in <b>Account Name: System Suspense Branch Parking A/C</b>

SI No	Particulars	Remarks	
		<b>A/c No. 37608352111</b> IFSC - SBIN0011343 Branch OAD, GITC, Belapur <b>Mode of Transaction- Intra-bank transfer (SBI to SBI only)</b> Or EMD should be in the form of a bank guarantee. EMD shall be valid up to 180 days from bid submission date. <b>Bidder should deposit EMD and Tender Fee separately.</b>	
13	Bank Guarantee	10 % of the total value of the Contract	Performance Security in form of BG should be valid for 7 year(s) and three months from the effective date of the Contract.
14	Contact details of e-agency appointed for e-procurement	M/s E-Procurement Technologies Ltd, Ahmedabad Website: <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a> Contact details: Email: <a href="mailto:allocation@eptl.in">allocation@eptl.in</a>	
		<b>Name</b>	<b>Email ID</b>
		Shubh Solanki	<a href="mailto:shubh.solanki@eptl.in">shubh.solanki@eptl.in</a>
		Fahad Khan	<a href="mailto:fahad@eptl.in">fahad@eptl.in</a>
		Shaikh Nasruddin	<a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a>

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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, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures 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 Procurement Installation, Commissioning and Maintenance of Software Defined Wide Area Network (SDWAN) Solution with associated accessories at 4 DCs and around 7000 domestic branches.
- ii. In order to meet the IT hardware requirements, the Bank proposes to invite online Bids from eligible Bidders to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Product and Services desired in this RFP.

- vi. This RFP 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 RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Product and **Services** for 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 or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- 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 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 Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

### 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), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **"Bidder/Channel Partner"** 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 Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Total Contract Price/Project Cost/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

- vi. **“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 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“The Equipment/Product”** means all the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“Services”** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.
- ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of Product.

#### 4. SCOPE OF WORK:

As given in **Appendix-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 **Appendix-B & Appendix-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. Bid submitted with options of multiple OEMs shall also be considered Bid submitted on behalf of multiple OEMs.
  - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-Q** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid

submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

#### **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 on RFP may notify the Bank in writing strictly as per the format given in **Appendix-O** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online 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. The Bank 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 RFP, by amendment which will be made available to the Bidders by way of 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. The Bank, 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 the amendment into account.

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 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 this 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 DOCUMENT:**

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. 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.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank 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 Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-R**) issued in

favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-J**.
- 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 technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
- (c) 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
- (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

- 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 separately for technical and Price on portal of e-Procurement agency for providing of procurement installation, commissioning and maintenance of Software Defined Wide Area Network (SDWAN) Solution with associated accessories at 4 DCs and around 7000 domestic branches in response to the **RFP No. SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
  - (c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11 "**DEADLINE FOR SUBMISSION OF BIDS**" sub-clause (ii).
  - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
  - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
  - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
  - (g) Detailed explanation of functioning of hardware/firmware. Licensing details of operating software/firmware.
  - (h) Undertaking of Authenticity as per **Appendix-G**.
  - (i) Format for Manufacturer's Authorization Form as per **Appendix-H**.
  - (j) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
  - (k) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11 "**DEADLINE FOR SUBMISSION OF BIDS**" sub-clause (ii).

- (I) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.
- II. **Indicative Price Bid** for providing of procurement installation, commissioning and maintenance of Software Defined Wide Area Network (SDWAN) Solution with associated accessories at 4 DCs and around 7000 domestic branches in response to the **RFP No. SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023** should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

**Bidders may please note:**

- (a) The Bidder should quote for the entire package on a single responsibility basis for Products/Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Products/Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) 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. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e., Technical Bid or Indicative Price Bid) is received.
- (g) 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.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.



- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

#### **11. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right-hand corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. 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.
- iv. 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.

#### **12. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is



received on e-procurement portal, prior to the deadline prescribed for submission of Bids.

- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

### **13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):**

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. 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 or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period 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.

### **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 the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

## **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. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. 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. Bids 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 indicative price 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 and Tender Fee 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 RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP 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 hardware, operating software/firmware 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 Product and Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Product. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Product to support all the required functionalities at their cost in their lab or those at other organizations where similar Product is 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 clarification at the initiative of the Bidder shall be entertained after bid submission date.

#### **17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:**

- i. The indicative price Bid(s) 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.
- 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 e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-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 Bidder 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 indicative 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 Bid.

#### **19. AWARD CRITERIA AND AWARD OF CONTRACT:**

- i. **Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order and revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

(b) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

**For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:**

**"Local content"** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**"Class-I local supplier"** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder.

**"Class-II local supplier"** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

**"Non-local supplier"** means a supplier or service provider whose product or service offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP.

**"Minimum Local content"** for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum

50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier', same shall be applicable.

**“Margin of purchase preference”** means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. **Verification of local content**

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be. <

- iii. Total cost of Products/Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iv. Bank will notify successful Bidder in writing by way of issuance of purchase order through 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.
- v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix of this RFP together with acceptance of all terms and conditions of RFP.
- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of

Purchase Order or within such extended period as may be decided by the Bank.

- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. 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.
- x. 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 BG.
- xi. Upon notification of award to the successful 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 involves 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.

## **21. WAIVER OF RIGHTS:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

## **22. CHANGE IN ORDERS:**

- i. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
  - (a) Method of shipment or packing.
  - (b) Place of delivery.
  - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt



of Bank's change order.

### **23. CONTRACT AMENDMENT:**

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

### **24. 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 as specified in Award Criteria and Award of Contract, 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.

### **25. BANK GUARANTEE:**

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-J** is to be submitted by the finally selected Bidder (s). The BG 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. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

### **26. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES:**

- i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.
- ii. For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through

manufacturing, processing or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## **27. DELIVERY, INSTALLATION AND COMMISSIONING:**

- i. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Service Provider will have to supply the Product(s) in 'Factory Sealed Boxes' with System OEM seal.
- iii. Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-E** of this document.
- iv. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this RFP.
- v. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider has to resolve any problem faced during installation and operationalisation.
- vi. In addition, Service Provider will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalised) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from Service Provider on the lines of format/certificate on the lines of **Appendix-K** of this RFP. The component level checking for individual item may be included during the acceptance

test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including hardware equipment/ components/ software), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.

vii. The details of the documents to be furnished by Service Provider are specified hereunder: -

- (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.
- (b) Delivery Note or acknowledgement of receipt of Products from the consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
- (c) 2 copies of packing list identifying contents of each of the package.
- (d) Insurance Certificate.
- (e) Manufacturer's warranty certificate.

viii. The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.

ix. For the system & other software/firmware required with the hardware ordered for, the following will apply: -

- (a) Service Provider shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
- (b) Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/firmware whether developed by them or acquired from others.

- (c) In case Service Provider is providing software/firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.
- (d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

## **28. SERVICES:**

- i. Service Provider shall ensure that key personnel with relevant skill sets are available at designated locations for installation and commissioning of the Product.
- ii. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- iii. Service Provider shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.
- iv. Service Provider shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost. Service Provider should bring to notice of the Bank all releases/ version changes.
- v. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Service Provider has to support older versions of the OS/firmware/middleware etc in case the Bank chooses not to upgrade to latest version.
- vi. Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.
- vii. All product updates, upgrades & patches shall be provided by Service Provider free of cost during warranty and AMC/ ATS/ S&S period.

- viii. Service Provider shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.
- ix. Service Provider shall keep the Bank explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc should ensure support during warranty and AMC/ATS/S&S.

## **29. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:**

- i. Service Provider shall support the Product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in the RFP) as specified in Scope of Work in this RFP.
- ii. During the warranty and AMC period (if included in the RFP), Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Bank. During the support period (warranty and AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and Service Provider 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 designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, 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 RFP, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at any other locations wherever required, whenever it is essential. In case of failure of Product (hardware, system software or any of its components), Service Provider shall ensure that Product is made operational to the full satisfaction

of the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity defined in RFP.

- iv. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
- v. Warranty/ AMC (if included in the RFP) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- vi. Support (Warranty/ AMC, if included in the RFP) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-H** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
- vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
  - (a) Diagnostics for identification of systems failures
  - (b) Protection of data/ Configuration
  - (c) Recovery/ restart facility
  - (d) Backup of system software/ Configuration
- viii. 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.
- ix. Service Provider 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.
- x. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.

- xi. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

### **30. PENALTIES/SLA CONDITIONS:**

As mentioned in **Appendix-L** of this RFP.

### **31. RIGHT TO VERIFICATION:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.

### **32. INSPECTION AND TESTING:**

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's location.
- ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:
  - (a) Service Provider shall intimate the Bank before dispatching Products for conducting inspection and testing.
  - (b) Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and burn-in tests at full load, quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by the Bank or its authorized agency before dispatch of Products. In case of failure by Service Provider to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging and other incidental expenses of the Bank's representatives to be borne by Service Provider.
  - (c) Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider. However, the Bank may at its sole discretion, waive inspection of Products.
  - (d) In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.



- (e) The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to the Bank.
- (f) Nothing stated herein above shall in any way release Service Provider from any warranty or other obligations under this RFP.
- iii. The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this RFP.

### **33. RIGHT TO AUDIT:**

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external 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 Service Provider is required to submit such certification by such Auditors to the Bank. 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 Service Provider. 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, 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 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 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(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- iv. Service provider shall grant unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

#### **34. SUBCONTRACTING:**

As per scope of this RFP, sub-contracting is not permitted.

#### **35. INSURANCE:**

- i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on “All Risks” basis, valid for a period of one month after delivery of Products at the defined destination.
- ii. Should any loss or damage occur, Service Provider shall:
  - (a) initiate and pursue claim till settlement and
  - (b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

#### **36. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of 7 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

### 37. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - (a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right.
  - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
  - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - (d) 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.

For the purpose of abovementioned sub-clause (iii)(b) **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith. **“Willful Misconduct” means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **38. CONFIDENTIALITY:**

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.

### **39. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' 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 Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

### **40. SERVICE PROVIDER'S OBLIGATIONS:**

- i. Service Provider 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. Service Provider will be responsible for arranging and procuring all relevant permissions / road permits etc. for transportation of Product to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. Service Provider is obliged to work in co-ordination with the Bank's staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.

- iv. Service Provider 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- vi. Service Provider shall treat as confidential all data and information about the Bank, 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 **Appendix-N** of this RFP.

#### **41. TECHNICAL DOCUMENTATION:**

- i. Service Provider shall deliver the following documents to the Bank for every hardware / firmware / software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ computer based tests, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. Service Provider 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.
- iii. Service Provider shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

#### **42. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- i. For any technology / software / Product supplied by Service Provider for the Bank as part of this RFP, Service Provider shall have right to use as well as right to supply such Product including embedded software / hardware. The

Bank shall not be liable for any license or IPR violation on the part of Service Provider.

- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software/hardware 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 RFP.
- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/Product under this RFP.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

#### **43. LIQUIDATED DAMAGES:**

If Service Provider fails to deliver Product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP, the Bank may, without prejudice to its other remedies under the RFP, 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 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

**44. CONFLICT OF INTEREST:**

- i. 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 (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 Agreement or otherwise.
- ii. 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 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 (bb) subject always to sub-clause (aa) 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 sub-clause (bb) 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 RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

#### **45. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

- 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 Bid 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.

- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
  - (c) “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (d) “**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;



- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

**v. Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

**(a) Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

**(b) Debarment from participation including removal from empaneled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 45" *CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i)* hereinabove, if a 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 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 of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.

- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

**(c) Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

**46. TERMINATION FOR DEFAULT:**

- The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
  - If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
  - Violations of any terms and conditions stipulated in the RFP;
  - On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under abovementioned sub-clause (i) (a) to (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Product and / or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- If the Contract is terminated under any termination clause, Service Provider

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 Service Provider or to the Bank.

- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of 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 Service Provider. 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 the Agreement 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, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

#### **47. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay 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, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider 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, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party 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 the Agreement 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 the Agreement.

#### **48. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider 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 Service Provider, 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.

#### **49. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**50. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) 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 the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), 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 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 and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider 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.
- iii. 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.

**51. GOVERNING LANGUAGE:**

The governing language shall be English.

**52. 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.



### 53. TAXES AND DUTIES:

- i. 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 Bidder shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix-F**).
- iii. 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 Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-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 **Appendix-F**
- iv. Prices payable to Bidder 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.
- v. 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.
- vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
  - (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
  - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor



including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.

- (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.

- vii. 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 Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### **54. 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 Service Provider. 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 Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider'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 Service Provider shall perform such duties in regard to such deductions

thereof as may be imposed on him by such laws and regulations.

- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

#### **55. TENDER FEE:**

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

#### **56. EXEMPTION OF EMD AND TENDER FEE:**

Micro & Small Enterprises (MSE) units and Start-up\* company are exempted from payment of EMD and tender fee provided the Products and/or Services they are offering, are manufactured and/or Services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

##### **Bidders may please note:**

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. \*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

**57.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**

### **Appendix –A**

#### **BID FORM (TECHNICAL BID)**

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

Date: \_\_\_\_\_

To:

< Address of tendering office >

Dear Sir,

**Ref: RFP No. SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023**

~~~~~

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 supply, Install, test, commission and support the desired Products 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.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder 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.
- We have quoted for all the Products/Services mentioned in this RFP in our indicative price Bid.

- 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.
- ii. 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”.
- iii. 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.
- iv. 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.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-M** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. 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.

- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. 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.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. 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 solely responsible for the due performance of the contract.

- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 20..

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**



## **Appendix-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:

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                     | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                  |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | The Bidder must be an Indian Company/ LLP / Partnership firm registered under applicable Act in India.                                                                                                                                                                   |                     | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2      | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |                     | Bidder should specifically certify in Appendix-A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.            |
| 3.     | The Bidder must have an average turnover of minimum Rs.180 crore during last 03 (three) financial year(s) i.e., FY 20-21, FY21-22 and FY 22-23                                                                                                                           |                     | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current year may be submitted.)                    |
| 4      | The Bidder should be a profitable organization on the basis of (operating) profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.                                                                               |                     | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |

|   |                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | The Bidder should have experience of implementation of SDWAN solution at least 2 Domestic/Global organizations with minimum 2000 SDWAN devices in each organization. Out of these 2 organizations one should be from BFSI/Telecom sector.                    |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6 | The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                        |  | Certificate of local content to be submitted as per Appendix-G.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 7 | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India/Global. (Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required). |  | Bidder should specifically confirm on their letter head in this regard as per Appendix-N                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8 | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                        |  | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 9 | Bidders should not be under debarment/blacklist period for                                                                                                                                                                                                   |  | Bidder should specifically certify in Appendix-A in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|    |                                                                                                                                                                                                                    |  |                                                                                                                                      |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------|
|    | breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |  |                                                                                                                                      |
| 10 | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.                                                         |  | Bidder should specifically certify in Appendix-A in this regard.                                                                     |
| 11 | The Bidder should provide details of Single point of contact (SPOC). Escalation matrix of Bidder and OEM should contain details starting from Level-1 to Top executive (CEO/CTO/MD etc).                           |  | Both Bidder and OEM to submit the escalation matrix starting from level-1 to Top executive (CEO/CTO/MD etc.) on company letter head. |
| 12 | The Bidder to provide an undertaking on his letter head that the BOQ (Bill of Quantity) is Complete in all manner as Offered in SDWAN Solution which include Hardware, Software & License.                         |  | Bidder should specifically confirm on their letter head in this regard                                                               |

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.

**Name & Signature of authorised signatory**

**Seal of Company**

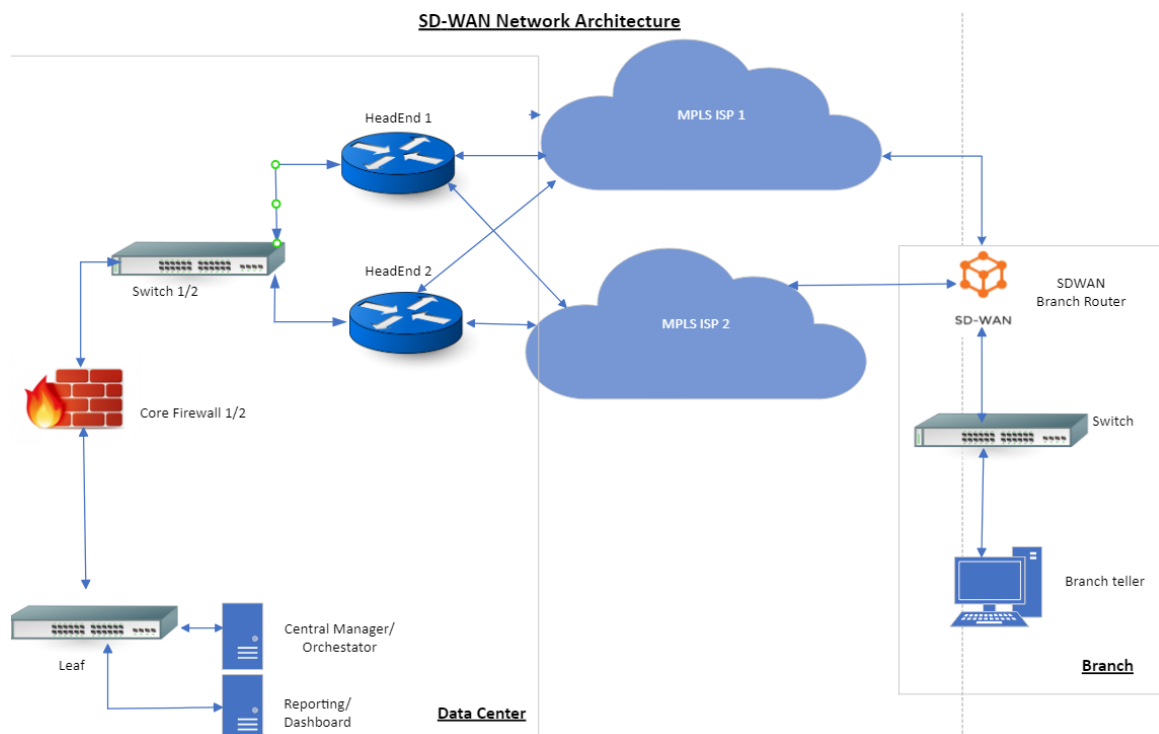
## **Appendix-C**

### **Technical & Functional Specifications**

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

#### **Introduction and Definitions:**

SDWAN solution architecture proposed components are broadly defined here. The definition and architecture is not limited to the details provided below and may change from OEM to OEM. Once the OEM is shortlisted through the RFP process the architecture proposed by OEM which meeting our requirement shall be submitted to the Bank. The OEM shall conduct POC and demonstrate all technical and functional compliance as specified in point 13 under scope of work. The following diagram depicts a model with proposed components:



#### **Data Centers Components:**

**Controller/orchestrator:** Device installed at DC, henceforth called as controller/orchestrator which may include all components like controller, orchestrator, manager whatever terminology defined by different OEMs which may be one

device or multiple devices hosting various components/tools/apps having following capabilities:

- a) Device authentication
- b) Policy pushing and management
- c) Pushing configuration to branch SDWAN device and headend devices.
- d) Templates creation, storage and management.
- e) Route manipulation and configuration management.
- f) Defining the policies and application aware routing.
- g) Monitoring headend devices

**Headend device at DC:** The device(s) proposed to install at DC for establishing IPSEC tunnel with branch device to forward data traffic.

**Branch end device:** The proposed devices being installed under SDWAN solution at branch which may be having different terminology with different OEMs, henceforth referred as branch router.

Monitoring, dashboard, Reporting and Analytics: A separate device(s)/services installed at DC for this purpose.

Based on above architecture of proposed SDWAN solution, the technical specifications required are given in the table below:

#### **Definition of Terms used:**

1. End to End segmentation- The segments created should extend from LAN segment at branch end device till the head end devices kept at data centers. The segments may comprise of 1. User desktops 2. ATMs 3. Printers etc.
2. Router – The term ‘router’ used anywhere in this RFP shall mean the branch-end device with SDWAN capabilities where the TSP links are terminated.
3. Any other dependent license required to enable the feature mentioned above and, in the RFP, should be provided as part of the bundled base license without any additional cost to the Bank.
4. Path parameter\* : Path parameter refers to latency, jitter, packet loss, errors on link.
5. dynamically selected group\* : Automatic branch selection on behalf of pre applied tags given below for example. Name of tags may change based on the actual requirements. Minimum numbers of tags that should be available to apply is 10 per branch end device.

Circle name: X/Y/Z (minimum 20 circles).

State/UT Name: A/B/C (minimum 36 states).

AO/ZO name: P/Q/R (minimum 1500).

TSP name: L/M/N (minimum 14 TSPs).

Media type: Wired, RF, 4G, 5G, VSAT, MPLS minimum 10.

Bandwidth: Numeric values ranging from 1 to 100G.

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.

Up to 10 such configurable tags.

Example: User should be able to filter out the branches based on the tags :

Circle: Chandigarh

State: Himachal Pradesh

TSP : TSP1

Media Type: RF

Based on the output from above applied filter, user should be able to change latency SLA parameter or Configure syslog IP to all the filtered branches out of 7000 branches.

6. Session Logs: Means data pertaining to user activity such as application access
7. Syslog : means logs generated by device comprising events such as interface up/down, CPU spike, user activity on the device etc.

## Technical Specifications:

**All the technical specification mentioned below from Solution Deployment till Report Specification are mandatory except**

- a. **point 10 under 6.3 (Digital user experience Monitoring dashboard)**
- b. **Point 9 under 1.8 (Data Compression Techniques)**

### 1 Solution Deployment

| Sr. No                   | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Submit                        | Compliance (Yes/No) |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|-------------------|--------------------------------------|----------------|--------------------------------------|------------|--------------------------------------|--------------------------|--------------------------------------|-------------------------------------------|--|
| 1.                       | The proposed SDWAN Solution should be implemented as true software defined WAN solution. The proposed solution should have Centralized Network Orchestrator/manager/controller along with compatible head end and Branch devices. The solution should have functionalities like Analytic, Monitoring and Reporting engine.                                                                                                                                                                                 | Declaration by bidder and OEM |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
| 2.                       | All components deployed at Data Center locations should be horizontally scalable up to 25000 branches (as per stated scenario in this RFP) if Bank decides to integrate/migrate additional branches/offices on to the proposed SDWAN solution fabric.                                                                                                                                                                                                                                                      | Declaration by bidder and OEM |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
| 3.                       | <div>All components of proposed solution should be in the form of hardware appliance and must be rack mountable.</div> <table><tr><th>Component</th><th>OEM</th></tr><tr><td>Branch End device</td><td>Proposed OEM physical appliance only</td></tr><tr><td>Headend Device</td><td>Proposed OEM physical appliance only</td></tr><tr><td>Controller</td><td>Proposed OEM physical appliance only</td></tr><tr><td>Reporting and Log server</td><td>Any device recommended by the bidder</td></tr></table> | Component                     | OEM                 | Branch End device | Proposed OEM physical appliance only | Headend Device | Proposed OEM physical appliance only | Controller | Proposed OEM physical appliance only | Reporting and Log server | Any device recommended by the bidder | Dataset and Declaration by bidder and OEM |  |
| Component                | OEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
| Branch End device        | Proposed OEM physical appliance only                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
| Headend Device           | Proposed OEM physical appliance only                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
| Controller               | Proposed OEM physical appliance only                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
| Reporting and Log server | Any device recommended by the bidder                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
| 4.                       | The proposed OEM should have at least 20,000 SDWAN devices deployment.                                                                                                                                                                                                                                                                                                                                                                                                                                     | Declaration by OEM            |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |
| 5.                       | The proposed OEM should have at least two organizations where 2,000 SDWAN devices have been deployed in each of the organization, out of which at least one organization should be from BFSI/Telecom sector.                                                                                                                                                                                                                                                                                               | Copy Of PO                    |                     |                   |                                      |                |                                      |            |                                      |                          |                                      |                                           |  |



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
| 6.  | The proposed SDWAN solution must co-exist with existing IP/MPLS network                                                                                                                                                                                                                                                                                                                                                                                                                      | Declaration by bidder and OEM |  |
| 7.  | All Data Centre components of the proposed solution should be with redundant power supply (N+N).                                                                                                                                                                                                                                                                                                                                                                                             | Declaration by bidder and OEM |  |
| 8.  | The proposed SDWAN Solution should provide all the features set stated in the RFP, at on premise deployed hardware.<br><br>Bank's data should not get transmitted to OEM cloud/premises for enabling any of the listed feature set. Bidder to submit undertaking/ declaration from OEM along with the Technical bid.                                                                                                                                                                         | Declaration by bidder and OEM |  |
| 9.  | All the features stated in technical specification should be available with OEM from day-1.                                                                                                                                                                                                                                                                                                                                                                                                  | Declaration by bidder and OEM |  |
| 10. | In the Proposed SDWAN Solution the existing data traffic from branch end device should not be impacted due to unavailability of connectivity towards controllers hosted centrally at DCs.                                                                                                                                                                                                                                                                                                    | Declaration by bidder and OEM |  |
| 11. | All the components deployed across all the data centers as per the specified technical specification should be identical in terms of all parameter like hardware, software, license, capacity etc.                                                                                                                                                                                                                                                                                           | Declaration by bidder and OEM |  |
| 12. | In the Proposed SDWAN Solution, all links including secondary handoff's, extended till the headend devices placed at Data Centre should be deployed and configured in active-active state.<br><br>If any additional device/cable is required to achieve above mentioned functionalities, the bidder should arrange for the same without any additional cost to the bank. The additional network device, if provided, should be a managed device (ex. Managed switch).<br><br><b>Example:</b> | Declaration by bidder and OEM |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|     | <p><i>Scenario 1: TSP1 Link and TSP2 link are extended up to the same headend device.</i></p> <p><i>Scenario 2: TSP1 Primary handoff is extended up to the headend 1 and TSP1 secondary handoff at headend 2. Same for the other service provider TSP2 link.</i></p> <p><i>Link state: All the links should be used as active-active in both the above stated scenarios.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |  |
| 13. | <p>In the Proposed SDWAN Solution, all links deployed at the critical branches (branch with 2 routers) and normal branch (branch with single router) should be in active-active state.</p> <p>If any additional device/cable is required to achieve above mentioned functionalities, the bidder should arrange for the same without any additional cost to the bank. The additional network device, if provided, should be in HA and should be a managed device.</p> <p><b>Example:</b><br/> <i>Scenario 1: TSP1 Link on router 1 and TSP2 link on router 2 of same branch.</i><br/> <i>Scenario 2: TSP1 Primary handoff on router 1 and TSP1 secondary handoff at router 2.</i><br/> <i>Scenario 3: TSP1 and TSP2 Links are on router 1 of same branch.</i><br/> <i>Link state: All the links at the branch in all above scenarios should be used in active-active.</i></p> | Declaration by bidder and OEM |  |
| 14. | <p>All SDWAN components/devices deployed in High Availability should be capable of:</p> <ol style="list-style-type: none"> <li>Auto Failover: In case the active device fails or malfunctions, the system should be able to identify such failures and initiate auto failover without impacting operations and sessions.</li> <li>Manual Failover: There should be functionality to perform manual failover and such manual failover performed should not impact operations and sessions.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                         | Declaration by bidder and OEM |  |
| 15. | The proposed SDWAN solution should allow at least 7 active Hub sites when deployed in multiple hub and spoke topology.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Declaration by bidder and OEM |  |
| 16. | All the Data Centre components of proposed SDWAN solution (including but not limited to Orchestrator, Controller, Analytic engine, Hub/gateway, headend etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Declaration by bidder         |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|     | <p>should support at least 5000 active branches in a single device excluding HA device and without stacking from day one.</p> <p>All the branches have a minimum of 2 WAN links from different TSPs, wherein 5% of total branches as per RFP may have maximum up to 4 WAN Links from different TSPs.</p> <p>All the Data Centres have dual active-active handoff from each TSP.</p> <p>Each IPSEC session from the branch may contain up to 10 SA (Security Associations) sessions / ACL entries for interesting traffic towards Data Centre.</p> <p><b>Example:</b></p> <p><i>Branch has two WAN links from TSP 1 and TSP 2. All data centres have TSP 1 and TSP 2 link with dual active-active handoff. TSP1 and TSP 2 WAN links including secondary handoff will be extended till headend device.</i></p> <p><i>So Branch will have minimum 4 paths with each data centre, till the existing WAN router. Path / connectivity from the WAN router till the headend device has not been considered in this, and shall depend on the solution architecture as designed in consultation with the Bank. Branch can send and receive data to / from all four paths simultaneously. Each Data Centre devices should be able to cater such 5000 branches.</i></p> | and OEM                       |  |
| 17. | <p>All devices deployed as part of SDWAN solution (including Data Centre and branch devices) should have hardware and software parameters utilisation under 60% with all feature set enabled, as stated in this RFP, for following parameters throughout the contract period.</p> <ol style="list-style-type: none"> <li>CPU</li> <li>SSD</li> <li>Memory</li> <li>Any other measurable parameters e.g., swap space, ASIC processor utilization, GPU utilization, threads, throughput consumption etc.</li> </ol> <p>If the performance of the deployed device degrades, in terms of any of the above-mentioned parameters, upon addition of a certain number of branches, the capacity limits of such device will be considered as the number before the degradation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Declaration by bidder and OEM |  |

The selected bidder should replace such device with higher capacity device within 24 Hours to keep the performance as per the parameters mentioned above, without additional cost to the Bank.

In case of utilization spike in any of the above parameters, will be considered as follows:

If the utilization remains above 60% for a period of 120 minutes (cumulative of continuous and non-continuous period) for 5 days in a month (regardless of the days being consecutive or not), the selected bidder has to replace such device with a higher capacity device, so as to keep the performance parameters within specified limit, without additional cost to the bank.

The total number of devices for solution deployment shall be identified by keeping all the above hardware and software parameters utilisation

**Example:**

*In April month, the utilization of the device crossed 60% in the following manner.*

| Day                       | Utilization crossed event |             |             |
|---------------------------|---------------------------|-------------|-------------|
| 7 <sup>th</sup><br>April  | 10:10-10:30               | 11:20-11:35 | 16:30-18:00 |
| 8 <sup>th</sup><br>April  | 09:30-09:50               | 10:40-11:40 | 21:00-21:40 |
| 11 <sup>th</sup><br>April | 11:00-11:50               | 13:00-13:50 | 16:00-16:20 |
| 16 <sup>th</sup><br>April | 04:00-04:30               | 10:40-11:50 | 16:00-16:20 |
| 18 <sup>th</sup><br>April | 09:30-09:50               | 13:00-13:50 | 17:00-17:50 |

*As devices crossed the utilization criteria on non-consecutive 5 days for non-consecutive 120 mins each day. Accordingly as per the bank's stated RFP clause the bidder has to replace the device with higher capacity device.*

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
| 18. | The proposed SDWAN solution should have session log archival server with appropriate capacity planning of the storage to accommodate the data of the all allocated branches as per the retention period defined.<br><br>Such session log archival server shall be deployed across two datacentres in active-active mode. All the branch-end devices shall send the session logs to the primary server (in DC) only, and the same should be replicated to server placed at DR site within 5 minutes duration. | Declaration by bidder and OEM |  |
| 19. | The proposed SDWAN solution should have ability to support for static, default as well as dynamic routing protocol (such as BGP, OSPF etc.)<br>a. with minimum 1 lakh routing table entries for underlay connectivity at branch router<br>b. with minimum 10 lakh routing table entries for underlay connectivity at Data Centre devices                                                                                                                                                                     | Datasheet                     |  |
| 20. | The proposed SDWAN solution should have the capability to support jumbo frames with size 9000 bytes or more without fragmentation.                                                                                                                                                                                                                                                                                                                                                                           | Datasheet                     |  |
| 21. | The Proposed SDWAN reporting and dashboard solution should have capacity for minimum 50 concurrent login for the admin/management console or GUI without any degradation in services.                                                                                                                                                                                                                                                                                                                        | Declaration by bidder and OEM |  |
| 22. | Mean Time between failures (MTBF) for all the devices supplied as part of this contract shall be at least 70,000 hours.                                                                                                                                                                                                                                                                                                                                                                                      | Declaration by bidder and OEM |  |
| 23. | The proposed solution's technical and physical specifications should be publicly available as a datasheet on the OEM website.                                                                                                                                                                                                                                                                                                                                                                                | Declaration by bidder and OEM |  |

### 1.1 License

| Sr. No | Specifications                                                                                                      | Submit      | Compliance (Yes/No) |
|--------|---------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| 1.     | Any additional product/software/appliance required to fulfill the listed functionalities should be provided without | Declaration |                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|    | <p>any additional cost to the bank. Associated licenses should also be provided with same terms as mentioned above.</p> <p>The EOL and EOS terms for such services and products should also be in line with the SDWAN solution provided to the bank.</p>                                                                                                                                                          | by bidder and OEM             |  |
| 2. | <p>To use the functionalities mentioned in this RFP shall be available with the license provided with the device/boxes of the proposed SDWAN solution by bidder without any additional cost attached to this.</p> <p>All licenses provided should be activated on day one for whole contractual period and shall not be restrictive for periodical (quarterly/ half yearly/ yearly) activation in any manner.</p> | Declaration by bidder and OEM |  |
| 3. | <p>All licenses should be applied to entire SD-WAN solution/devices through central controller wherein Central Controller should have both option to fetch license information from internet through proxy as well as manual upload option and all other component should updated license information from central controller only, if applicable.</p>                                                            | Declaration by bidder and OEM |  |
| 4. | <p>Any device functioning should not be impacted in case, the corresponding licenses expires.</p> <p>In case of device replacement due to RMA, or any other reason, the associated licenses, either hardware or software should be transferred to the new device without any additional cost to the Bank.</p>                                                                                                     | Declaration by bidder and OEM |  |
| 5. | <p>The bidders should submit a list of all features available with the proposed solution in addition to the specifications mentioned in this RFP.</p> <p>These features may be utilized in addition to the demanded features in this RFP at a later date. The SLA terms for such features will be applicable at par with the demanded features of this RFP.</p>                                                   | Declaration by bidder and OEM |  |

## 1.2 Application Aware Routing

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Submit                        | Compliance (Yes/No) |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | <p>The proposed SDWAN solution should support Application Aware routing policies based on</p> <ol style="list-style-type: none"> <li>Global known application signatures (like Office 365, Microsoft Teams, Zoom, FTP, Webex etc.) without SSL offloading.</li> <li>Customized signature for non-standard applications:</li> </ol> <p>Definition of custom signatures may be based on source and destination IPs, source and destination ports and protocols etc.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Declaration by bidder and OEM |                     |
| 2.     | <p>Proposed SDWAN solution should have capability to define Application Aware Routing mandatorily in all the following manners:</p> <ul style="list-style-type: none"> <li>Traffic for any application / group of applications should automatically select the best path, based on the real-time system calculated parameters like Latency, Jitter, Packet loss etc. The application traffic must switchover to alternate link/ path even if any one of the configured parameters violate the predefined SLA, irrespective of parameter priority.</li> <li>There should be provision to bind an application / Group of applications to a specific link. However, the traffic bounded to a specific link should auto switchover on alternate available link in cases like - <ul style="list-style-type: none"> <li>Link down, Link violates any of the configured SLA, irrespective of parameter priority.</li> </ul> </li> <li>There should be option to distribute application's traffic to all the available links, for which link parameters are within defined SLA irrespective of last mile connectivity.</li> </ul> | Declaration by bidder and OEM |                     |



### 1.3 Load Balancing Mechanism

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Submit                        | Compliance (Yes/No) |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | In the proposed SDWAN solution, the edge (Branch and Data Center) device should be able to monitor different path parameters* for all the WAN Links in near real time.                                                                                                                                                                                                                                                                                                                                                                                                                            | Declaration by bidder and OEM |                     |
| 2.     | In the proposed SDWAN solution, the WAN path selection for the traffic originating from branch should be dynamically done based on the policy configured/pushed from the Central Controller.                                                                                                                                                                                                                                                                                                                                                                                                      | Declaration by bidder and OEM |                     |
| 3.     | <p>The device should support load balancing on available WAN links based on</p> <ol style="list-style-type: none"> <li>1. Session based</li> <li>2. packet based</li> </ol> <p>The devices should support both load-balancing mechanisms (Packet and Session) for different application groups/profiles on same device simultaneously.</p> <p><i>Example: Application group such as APP1 should use session-based load balancing mechanism and Application group such as APP2 should use packet based load balancing mechanism in the same branch router simultaneously.</i></p>                  | Declaration by bidder and OEM |                     |
| 4.     | <p>The proposed SDWAN solution should be able to load balance traffic across multiple links terminated at branch and Data Centre routers as per the TSP availability, SLA parameters and deployment methodology stated as below:</p> <ul style="list-style-type: none"> <li>• Minimum 3 TSP WAN link at normal branch (with single branch device)</li> <li>• Minimum 6 TSP WAN link at critical branch (with two branch devices in High Availability mode)</li> <li>• Minimum 12 TSP WAN links terminated at data centres headend devices (headend devices in High Availability mode).</li> </ul> | Declaration by bidder and OEM |                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |  |
| 5. | <p>The Proposed SDWAN solution should load balance the critical application (Highest Priority) traffic through second best link and so on, if the best link bandwidth is utilized up to configured threshold.</p> <p><b><u>Example:</u></b></p> <p><i>Branch has two MPLS links i.e., TSP1 and TSP2, both links are performing under SLA. TSP1 link is currently the best link based on the SLA parameters. As per the configured policy, critical applications data should traverse through TSP1 Link. If TSP1 link is getting fully utilized then the upcoming sessions originating for the critical application should traverse through the second-best link, which is TSP2 in this case.</i></p>                                                                                                     | Declaration by bidder and OEM |  |
| 6. | <p>The proposed SDWAN solution should be able to load balance the traffic across multiple WAN links of uneven bandwidth. Simultaneous monitoring of the links should be done to avoid congestion on the lower-bandwidth link.</p> <p><b><u>Example:</u></b></p> <p><i>TSP1 Link is of 5Mbps and TSP2 link is of 50Mbps. So, the load balancing of traffic/sessions should be 1:10 ratio.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                         | Declaration by bidder and OEM |  |
| 7. | <p>The proposed SDWAN Solution should be able to utilize all types of service provider links irrespective of the last mile connectivity type (e.g., MPLS, 4G, VSAT, RF, 5G, etc.) simultaneously and load balance the traffic amongst the all the links irrespective of the last mile connectivity as per configured policies.</p> <p>The devices should support Ethernet extender to support 4G and 5G connectivity (4G, 5G devices will be provided by TSP and Ethernet cable will be extended till router).</p> <p>The proposed SDWAN solution should Support GRE tunnel for VSAT link termination out of the box. If not, any additional component required for VSAT link should be provisioned by bidder at no additional cost to the Bank. Any such device should be a managed network device.</p> | Declaration by bidder and OEM |  |
| 8. | <p>The proposed SDWAN solution should continuously monitor the link flaps.</p> <p>If the link is not stable then the traffic to be diverted on alternate superior link. The inferior link to be put in monitor state with a configurable time interval. Once, the inferior link is stable and within the SLA parameters</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Declaration by bidder and OEM |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|    | configured, all existing as well as new sessions must shift to superior link accordingly as per configured policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |  |
| 9. | <p>The proposed SDWAN solution should support seamless application accessibility across Data Centres &amp; Branches during auto failover of WAN links and load balancing without any session disconnection and session time-out. The session switch over or switch back between links should be within 3 seconds without any manual intervention.</p> <ol style="list-style-type: none"> <li>Sessions should seamlessly failover to the next-superior link available without terminating the active sessions in case the performance of superior link gets degraded, without packet duplication. After restoration of the link, traffic should be moved back as per the last known good status.</li> <li>Should be able to maintain symmetric path for data traffic (send and receive the packets on same link for a session) at any point of time.</li> </ol> | Declaration by bidder and OEM |  |

#### 1.4 Segmentation

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                      | Submit                        | Compliance (Yes/No) |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | <p>The proposed SDWAN device should allow creation of multiple end to end segments (minimum 5) and required different topology for different segment like:</p> <ol style="list-style-type: none"> <li>Full mesh topology for segment X.</li> <li>Hub to Spoke topology for segment Y.</li> <li>Multiple Hubs and Spokes for segment Z.</li> </ol> <p>Segment X, Y and Z can be created on same, different device as per discretion of the bank.</p> | Declaration by bidder and OEM |                     |
| 2.     | <p>Support end-to-end segmentation (with minimum 5 segments) with separate routing and forwarding tables for each segment, to securely isolate branch user segment LAN traffic / ATMs etc. within a single appliance.</p>                                                                                                                                                                                                                           | Declaration by bidder and OEM |                     |
| 3.     | <p>Segmentation should be done from the central controller. Branch devices should support minimum 5 segments and DC/DR devices should support minimum 30 segments.</p>                                                                                                                                                                                                                                                                              | Declaration by bidder         |                     |

|    |                                                                                                                                                                                |                               |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|    |                                                                                                                                                                                | and OEM                       |  |
| 4. | The Proposed SDWAN Solution should be able to allow and deny inter segment, inter-VLAN, inter-VRF traffic on to the local device and Headend as per the discretion of the Bank | Declaration by bidder and OEM |  |
| 5. | The proposed SDWAN solution should allow change of network topology per Virtual private network/segment across all managed devices from central orchestrator/manager.          | Declaration by bidder and OEM |  |

### 1.5 Interoperability

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                        | Submit                        | Compliance (Yes/No) |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | The proposed SDWAN solution should support static encrypted tunnel using well-known global standard protocol, defined in security section of this RFP, with—<br>a. HUB,<br>b. any designated device of same OEM<br>c. any designated device of different OEM                                                                          | Declaration by bidder and OEM |                     |
| 2.     | The devices/appliances in the proposed SDWAN solution should have interoperability for IPSec, VRRP, routing protocol (BGP/static/OSPF), etc. with the existing products from multiple vendors in bank's eco-system including but not limited to Cisco, Juniper, Checkpoint, Fortinet, HPE, Techroutes, Tejas, Extreme, Palo-Alto etc. | Declaration by bidder and OEM |                     |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                               |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------|--------|----|---------------------------------------------------------------------------------------|-------------------|-----|--------------------|-------------------------------------|------|------------------------------|-----------|--------------|--------------------------------------------|--------------------------|------|----------------------------|-------------------|-------------------------------|------------------------------|-------------------|-----|--------------------------------------------|-----------------------------------------------|------|-------------------------------------------------|----------------|-------------------------------|--|
| 3.                            | <p>The proposed SDWAN solution should be able to integrate with existing and any new tool which the bank proposes to procure during the entire contract period.</p> <p>Existing Tools:</p> <table><tr><td>Integration with</td><td>Purpose</td><td>Method</td></tr><tr><td>AD</td><td>Admin User Authentication and fetching user attributes and information for monitoring</td><td>LDAPS, SAML, ADFS</td></tr><tr><td>NTP</td><td>Synchronizing time</td><td>NTPv4 and above with authentication</td></tr><tr><td>PIMS</td><td>Privileged access management</td><td>Arcon PAM</td></tr><tr><td>AAA solution</td><td>authentication, authorization &amp; accounting</td><td>TACACS / TACACS+, RADIUS</td></tr><tr><td>SIEM</td><td>Security events monitoring</td><td>Syslog forwarding</td></tr><tr><td>LMS (Log Management Solution)</td><td>Syslog storage and retention</td><td>Syslog forwarding</td></tr><tr><td>NMS</td><td>Network monitoring for all the parameters.</td><td>SNMPv3 polling, SNMPv3 traps &amp; REST API calls</td></tr><tr><td>ITAM</td><td>Integration with central Assets management tool</td><td>SNMPv3 polling</td></tr></table> | Integration with                              | Purpose | Method | AD | Admin User Authentication and fetching user attributes and information for monitoring | LDAPS, SAML, ADFS | NTP | Synchronizing time | NTPv4 and above with authentication | PIMS | Privileged access management | Arcon PAM | AAA solution | authentication, authorization & accounting | TACACS / TACACS+, RADIUS | SIEM | Security events monitoring | Syslog forwarding | LMS (Log Management Solution) | Syslog storage and retention | Syslog forwarding | NMS | Network monitoring for all the parameters. | SNMPv3 polling, SNMPv3 traps & REST API calls | ITAM | Integration with central Assets management tool | SNMPv3 polling | Declaration by bidder and OEM |  |
| Integration with              | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Method                                        |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| AD                            | Admin User Authentication and fetching user attributes and information for monitoring                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LDAPS, SAML, ADFS                             |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| NTP                           | Synchronizing time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NTPv4 and above with authentication           |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| PIMS                          | Privileged access management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Arcon PAM                                     |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| AAA solution                  | authentication, authorization & accounting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TACACS / TACACS+, RADIUS                      |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| SIEM                          | Security events monitoring                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Syslog forwarding                             |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| LMS (Log Management Solution) | Syslog storage and retention                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Syslog forwarding                             |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| NMS                           | Network monitoring for all the parameters.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | SNMPv3 polling, SNMPv3 traps & REST API calls |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| ITAM                          | Integration with central Assets management tool                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SNMPv3 polling                                |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| 4.                            | <p>In the proposed SDWAN solution all the devices must support Port aggregation protocol with Open standards like LACP on LAN ports.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Declaration by bidder and OEM                 |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |
| 5.                            | <p>The Proposed SDWAN devices deployed in High Availability/Redundancy/Cluster architecture must provide feature so as to achieve FHRP functionality using any standard or proprietary protocol e.g., HSRP, VRRP etc.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Declaration by bidder and OEM                 |         |        |    |                                                                                       |                   |     |                    |                                     |      |                              |           |              |                                            |                          |      |                            |                   |                               |                              |                   |     |                                            |                                               |      |                                                 |                |                               |  |

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|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|    | <b><u>Example:</u></b><br><i>TSP1 link is terminated on router-1 and TSP2 link is terminated on router-2. Both the routers shall be configured in a cluster where LAN traffic received at HSRP/VRRP active router will be distributed to router-1 WAN link and router-2 WAN link.</i> |                               |  |
| 6. | The Proposed SDWAN solution should support open standards First Hop Redundancy Protocol (FHRP) like VRRP etc. with other OEM and non-SDWAN devices.                                                                                                                                   | Declaration by bidder and OEM |  |
| 7. | In the Proposed SDWAN Interfaces of all device (Controller, Manager, Head-end, Branch-edge) must support virtual/sub interface (IEEE 802.1Q) on WAN and LAN side interface.                                                                                                           | Declaration by bidder and OEM |  |

## 1.6 Throughput

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Submit                        | Compliance (Yes/No) |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | <p>In the Proposed Solution, the X Mbps throughput as mentioned in this RFP document means - it should be X Mbps full duplex i.e. X Mbps upload and X Mbps download simultaneously in the link parlance with all feature set enabled as mentioned in the appendix-C of RFP.</p> <p>Bank will procure license for the solution of X Mbps only (Wherein X is aggregated value of all the TSPs bandwidth terminated on to the same device). Bidder should ensure that devices and license should support X Mbps upload and X Mbps download simultaneously.</p> <p>The throughput mentioned anywhere in this RFP is for WAN link only, and the LAN interfaces or links are excluded from the definition of throughput of the device and license. LAN ports utilization may go up to</p> | Declaration by bidder and OEM |                     |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <p>the port/device stated capacity irrespective of throughput license of WAN ports.</p> <p>Licences and hardware proposed under SDWAN solution should be purely based on throughput. There shall be no restriction on the number of users, sessions, applications, WAN link or any other parameters under the license provisioned.</p> <p><u>Example:</u><br/> <i>Scenario 1: 4 Mbps TSP1 Link and 4 Mbps TSP2 Link terminated on same device. Bank will procure 8 Mbps throughput license only, where bidder should ensure that the device and license should support 8 Mbps upload and 8 Mbps download simultaneously.</i></p> <p><i>Scenario 2: 100 Mbps TSP1 link is terminated on router-1 and 100 Mbps TSP2 link is terminated on router-2, where router-1 and router-2 are in a cluster/HA. Both TSP1 and TSP2 links should be used as active-active and L3 switch/ device will define the active router (Single IP) device as gateway. In this scenario, the Bank will consider and pay for 100 Mbps throughput license for each branch device.</i></p> |  |  |
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### 1.7 Quality Of Service

| Sr. No | Specifications                                                                                                                                                              | Submit                        | Compliance (Yes/No) |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | The device should support industry standard IP QoS mechanisms including (Traffic Class, IP Precedence and DSCP - Differentiated Services Code Point).                       | Declaration by bidder and OEM |                     |
| 2.     | QoS should work for all kind of traffic in both forward and backward direction. All the WAN ports of device should support QoS.                                             | Declaration by bidder and OEM |                     |
| 3.     | The device should support (but not limited to) industry standard congestion management techniques such as class-based weighted fair queue, Low latency queue or equivalent. | Declaration by bidder and OEM |                     |



|    |                                                                                                                                                                                                                                             |                               |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
| 4. | The device should support the per class bandwidth definition for QoS policy. The definition should support all the formats such as Kbps/Mbps/Gbps and percentage bandwidth. However, during configuration any one of these can be selected. | Declaration by bidder and OEM |  |
| 5. | The device should support separate QoS implementation (but not limited to) per wan link, per application (custom / defined), per class.                                                                                                     | Declaration by bidder and OEM |  |
| 6. | The proposed SDWAN solution should be able to define minimum guaranteed bandwidth per class of service.                                                                                                                                     | Declaration by bidder and OEM |  |
| 7. | Global known and non-standard defined applications shall be used for defining QoS purposes to enhance quality of critical applications as desired by the Bank.                                                                              | Declaration by bidder and OEM |  |

#### 1.8 Additional Feature

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                            | Submit                        | Compliance (Yes/No) |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | The proposed SDWAN solution should support bandwidth throughput testing capabilities on MPLS WAN links to check the provisioned bandwidth capacity of the service provider link on the SDWAN solution at any given point of time.<br><br>This functionality should work without Internet reachability or exposure to outside SBI network. | Declaration by bidder and OEM |                     |
| 2.     | The proposed SDWAN solution should have packet capture option in GUI of all deployed devices and packet capture also should be exportable in PCAP format from GUI interface.                                                                                                                                                              | Declaration by bidder and OEM |                     |
| 3.     | The Proposed SDWAN solution should support for virtual interface configuration like loopback etc.<br><br>The configured loopback IP shall behave as source IP for Management of device, as originator in authentication process of device and all logs                                                                                    | Declaration by bidder and OEM |                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|    | forwarding from the device shall also be done using this loopback IP exclusively.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |
| 4. | <p>The proposed SDWAN solution should be able to do real-time traffic duplication for defined traffic and application across all links to mitigate latency and packet drops automatically when SLA (packet loss, latency, and jitter) of all available link is violated. After the parameters come within the SLA, duplication of traffic should stop automatically.</p> <p>At the same time, SDWAN solution should be able to do packet deduplication automatically at respective headend and branch device.</p> <p><b>Example:</b></p> <p><i>Branch has two TSP links and both link have violated SLA in terms of packet loss/latency.</i></p> <p><i>Then Branch and headend device should support sending critical/defined application traffic through both the links and support deduplication when traffic exits the SDWAN fabric.</i></p> | Declaration by bidder and OEM |  |
| 5. | <p>The proposed SDWAN solution should have the capability to do forward error correction to mitigate against packet drops automatically when SLA (packet loss, latency, and jitter) of available link(s) is/are violated for defined application/traffic. FEC (Forward Error Correction) parameter should be configurable as per the Banks requirements. After the parameters come within the SLA, FEC of traffic should stop automatically.</p>                                                                                                                                                                                                                                                                                                                                                                                                | Declaration by bidder and OEM |  |
| 6. | <p>The proposed SDWAN solution should support restful API calls.</p> <p>The proper documentation of the API library shall be provided by the bidder to the Bank, and same should be updated periodically. It should be available online on the OEM portal.</p> <p>Solution should be able to integrate all available API within the solution at no extra cost to the Bank .i.e.</p> <p>a. As responder to the API calls, all components of SDWAN solution should expose the management and controlling APIs to any third-party tool.</p>                                                                                                                                                                                                                                                                                                        | Declaration by bidder and OEM |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|    | <ul style="list-style-type: none"> <li>b. As responder to the API calls, central manager/ orchestrator /controller should expose the commands to push the configurations and updates to the branch end and headend component of SDWAN solution.</li> <li>c. As responder to the API calls, solution should expose monitoring and dashboard related information to the third-party monitoring tool or dashboard.</li> <li>d. As requestor of the API calls, solution should be capable of communicating with third party tools like ticketing and alerting tools.</li> </ul> |                               |  |
| 7. | <p>The Proposed SDWAN solution should support the following Network Address Translation type.</p> <ul style="list-style-type: none"> <li>a. Static NAT</li> <li>b. Dynamic NAT</li> <li>c. Port based Translation.</li> </ul>                                                                                                                                                                                                                                                                                                                                               | Declaration by bidder and OEM |  |
| 8. | For any feature enhancement requirement, timeline to be mutually agreed and accepted between the Bank and bidder/OEM                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Declaration by bidder and OEM |  |
| 9. | The Proposed SDWAN solution may support data compression techniques for unencrypted traffic like FTP etc                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Declaration by bidder and OEM |  |

## 2. Security

### 2.1 General Security Feature

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                          | Submit                        | Compliance (Yes/No) |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | Branch and Headend devices should have separate Control Plane, Management Plane and Data Plane communication. All communication should be encrypted.                                                                                                                                                                                                    | Declaration by bidder and OEM |                     |
| 2.     | The branch device should support encryption of control plane, management plane and data plane flows and must meet well known security standards as defined in NIST/ FIPS. It should be compliant with latest standards as on delivery date, and also comply with any further revisions/ modification to the standards during the whole contract period. | Declaration by bidder and OEM |                     |
| 3.     | Any protocol used for internal communication of the devices within the SDWAN fabric as well as external devices (e.g., BGP peering with TSP) must use authentication.                                                                                                                                                                                   | Declaration by bidder and OEM |                     |
| 4.     | The proposed SDWAN solution should allow automated and policy driven refresh of the encryption key, per tunnel. Solution should also be able to integrate with centralized key management server of the Bank for rotation of certificates and IPSEC keys.                                                                                               | Declaration by bidder and OEM |                     |
| 5.     | Encryption algorithms supported must be AES-128, AES-256 and any higher standard. Hashing algorithms supported must be SHA-2 and any higher standards. Key-exchange algorithms supported must be Diffie-Hellman (Group-14 and above), RSA, ECDH (Elliptic Curve Diffie–Hellman Key Exchange) and any higher standard.                                   | Declaration by bidder and OEM |                     |
| 6.     | Static IP filtering and URL filtering based stateful firewall feature must be available in the base license without any additional cost to the Bank.                                                                                                                                                                                                    | Declaration by bidder and OEM |                     |
| 7.     | The Firewall should support application identification feature based on application signature for all globally standard application. The globally known application                                                                                                                                                                                     | Declaration by bidder and OEM |                     |

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|     | <p>running with modified ports also should be identified from day 1.</p> <p><b>Example:</b></p> <p><i>Scenario 1:</i></p> <p><i>Requirement:</i></p> <p><i>Only https/http/IPSec/msrdp communication between defined source and destination should be allowed.</i></p> <p><i>Device capability: Then Firewall should have feature to select https/http/IPSec/msrdp application and should pass traffic for https/http/IPSec/msrdp application traffic between defined source and destination only.</i></p> <p><i>Scenario 2:</i></p> <p><i>Requirement:</i></p> <p><i>Bank has decided to allow msrdp application to be allowed between defined source and destination but on port number 4567 instead of well know port number 3389.</i></p> <p><i>Device capability:</i></p> <p><i>Firewall should allow only msrdp traffic between defined source and destination with port 4567 only.</i></p> |                               |  |
| 8.  | Any vulnerabilities identified in the OS of the devices should be immediately communicated to the Bank and relevant patch should be released for all the affected devices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Declaration by bidder and OEM |  |
| 9.  | OEM of the proposed SDWAN solution should have internal VAPT team to identify any zero-day vulnerabilities in their product. Certificate for the same process is required from the OEM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Declaration by bidder and OEM |  |
| 10. | OEM of the proposed SDWAN solution should release security patches for any reported vulnerabilities on the deployed devices during the entire contract period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Declaration by bidder and OEM |  |
| 11. | Proposed SDWAN solution should have the capabilities to push software update/patches from the central devices like Controller/ Orchestrator/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Declaration by bidder and OEM |  |

|                        | Manager. Option to disable local OS upgrade should be available for all the devices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------|----------------------|----------|---------|--------|------|---------|---------|--------|---------|---------|-----|---------|---------|-------------------------------|--|
| 12.                    | OEM of the proposed SDWAN solution must certify that their product is free of malware, free from OWASP vulnerabilities and free of any covert channels in the code at the time of deployment in the Bank and throughout the life cycle of the devices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Declaration by bidder and OEM |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| 13.                    | <div>OEM of the proposed SDWAN solution must certify that their product goes through periodical rigorous application security testing (at least annually) and corrective action is taken on them. Such rectification should be made available to the devices deployed in Bank, in form of OS upgrades / patches as per identification of the vulnerability with following timelines:</div> <table><tr><th>Vulnerability Category</th><th>Timeline for workaround</th><th>Timeline for closure</th></tr><tr><td>Critical</td><td>24 Hrs.</td><td>7 days</td></tr><tr><td>High</td><td>48 Hrs.</td><td>15 days</td></tr><tr><td>Medium</td><td>72 Hrs.</td><td>30 days</td></tr><tr><td>Low</td><td>96 Hrs.</td><td>90 days</td></tr></table> | Vulnerability Category        | Timeline for workaround | Timeline for closure | Critical | 24 Hrs. | 7 days | High | 48 Hrs. | 15 days | Medium | 72 Hrs. | 30 days | Low | 96 Hrs. | 90 days | Declaration by bidder and OEM |  |
| Vulnerability Category | Timeline for workaround                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Timeline for closure          |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| Critical               | 24 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 7 days                        |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| High                   | 48 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 15 days                       |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| Medium                 | 72 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 30 days                       |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| Low                    | 96 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 90 days                       |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| 14.                    | OEM of the proposed SDWAN solution should resolve any vulnerabilities (VA observation) found by the Bank InfoSec team within the timeline mutually agreed between bidder and the bank depending on the severity expressed by the Bank in maximum 6 months.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Declaration by bidder and OEM |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| 15.                    | OEM of the proposed SDWAN solution should resolve any security loopholes found by the Bank InfoSec team within the timeline mutually agreed between bidder and the bank depending on the severity expressed by the Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Declaration by bidder and OEM |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| 16.                    | OEM of the proposed SDWAN solution should assist the Bank's InfoSec Team in preparation of Secure Configuration Document as well as creating the security alert definitions while integration with Bank's SIEM solution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Declaration by bidder and OEM |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |
| 17.                    | Proposed SDWAN solution should have the option to disable services, feature, ports, etc. that are not used by the Bank from central orchestrator through templates in one go.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Declaration by bidder and OEM |                         |                      |          |         |        |      |         |         |        |         |         |     |         |         |                               |  |

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| 18. | Proposed SDWAN solution should be able to provide Role based access for the below listed roles but not limited to - <ul style="list-style-type: none"> <li>• Super-admin user</li> <li>• Admin user having templates pushing / config writing privilege on spoke / branch devices.</li> <li>• Read-only Monitoring / Reporting user at Global level (view access of all branches)</li> <li>• Read-only Monitoring / Reporting user at Circle level (view access of branches under a particular circle). Devices to be grouped circle-wise (currently 17).</li> </ul> | Declaration by bidder and OEM |  |
| 19. | Proposed SDWAN solution should have capability to restrict the number of active concurrent admin / read-only users at the branch device, head-end device, and central orchestrator/manager.                                                                                                                                                                                                                                                                                                                                                                          | Declaration by bidder and OEM |  |
| 20. | The Proposed SDWAN Solution by the bidder, should have separate management port 1/10G (out of band management) for all the devices placed in all data centers.                                                                                                                                                                                                                                                                                                                                                                                                       | Declaration by bidder and OEM |  |

## 2.2 Integration Security

| Sr. No | Specifications                                                                                                                                                                                                                                   | Submit                        | Compliance (Yes/No) |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | Solution should be able to support secure encrypted communication with authentication to the Bank's Network monitoring system (NMS) or any other 3 <sup>rd</sup> party tool for configuration, alert, monitoring through REST-ful APIs.          | Declaration by bidder and OEM |                     |
| 2.     | Solution should support authenticated communication with Network Time Protocol (NTP) latest version 4 or higher (with support for backward compatibility) in all the devices of the proposed solution, including branch end and central devices. | Declaration by bidder and OEM |                     |
| 3.     | Support for Remote Authentication Dial-In User Service (RADIUS), TACACS and TACACS+ for AAA (Authentication, authorization, and accounting) should be available. Device must be able to                                                          | Declaration by bidder and OEM |                     |



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|    | <p>configure at least 5 AAA servers. If the first AAA server is not reachable, device should be able to fallback and send request to next available AAA server.</p> <p>If any of the AAA servers is reachable, the local login to the device should be configurable.</p>                                            |                               |  |
| 4. | Device must support SNMP v3 with strong encryption algorithms (AES-128, AES-256 and higher), hashing (SHA-2 and higher). It should be compliant with latest FIPS/ NIST standards as on the delivery date, also comply with any further revisions / modification to the standards during the entire contract period. | Declaration by bidder and OEM |  |
| 5. | Solution should support discovery of all the devices in Bank's ITAM solution using SNMP v3 (snmpwalk / bulksnmpwalk).                                                                                                                                                                                               | Declaration by bidder and OEM |  |
| 6. | Proposed SDWAN solution should have the ability to configure proxy for internet access for the central management, orchestrator, reporting devices.                                                                                                                                                                 | Declaration by bidder and OEM |  |

### 2.3 Device Security

| Sr. No | Specifications                                                                                                                                                                                                                                           | Submit                        | Compliance (Yes/No) |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | All devices provisioned as part of the solution should have the capability to restrict management access based on IP address / Subnets. The access lists for the purpose must be at least 20 IPs / subnets.                                              | Declaration by bidder and OEM |                     |
| 2.     | All the sensitive information (including passwords, keys) should be hashed (using SHA-2 or any other higher standards) and should not be visible in plain text at CLI / GUI.                                                                             | Declaration by bidder and OEM |                     |
| 3.     | The proposed SDWAN devices/appliances should have authentication and authorization only with any of the pre-configured Controller/Management Server which are placed in all four data centers. Data should only flow after the device authentication and | Declaration by bidder and OEM |                     |

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|     | authorization is done by the central Controller/Management server.                                                                                                                                                                                                                        |                               |  |
| 4.  | Proposed SDWAN devices should pull/push the configuration template from/to orchestrator after authentication and authorization only.                                                                                                                                                      | Declaration by bidder and OEM |  |
| 5.  | The solution should be able to upgrade edge/branch device from authenticated & authorized central controller/orchestrator devices only.                                                                                                                                                   | Declaration by bidder and OEM |  |
| 6.  | Proposed solution should perform device authentication before it starts communicating on WAN, based on at least one of the parameters (e.g. serial number, certificate based, MAC address etc.)                                                                                           | Declaration by bidder and OEM |  |
| 7.  | All devices access should be available through SSH (AES-128, AES-256 and higher, SHA-2 and higher) or HTTPS (TLS 1.2, TLS 1.3 or higher) and should support all future algorithms through upgrades or updates. The Certificate required for HTTPS should be customizable as per the Bank. | Declaration by bidder and OEM |  |
| 8.  | Local console access must have password-based authentication.                                                                                                                                                                                                                             | Declaration by bidder and OEM |  |
| 9.  | The devices deployed must be tamper proof i.e., any other OS/ firmware, third party software cannot be installed.                                                                                                                                                                         | Declaration by bidder and OEM |  |
| 10. | Proposed SDWAN solution should have an option to disable concurrent login from the same user on single device proposed as part of the solution.                                                                                                                                           | Declaration by bidder and OEM |  |
| 11. | Proposed SDWAN solution should have the option to disable the default login ID and allow Bank to create custom super user or root user.                                                                                                                                                   | Declaration by bidder and OEM |  |
| 12. | Proposed SDWAN solution should have Interface level security option to restrict/disable functionalities(if applicable) like proxy-arp, ip redirect, unreachable response etc.                                                                                                             | Declaration by bidder and OEM |  |

## 2.4 Logs Security

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Submit                        | Compliance (Yes/No) |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | All devices / components provisioned as part of SDWAN solution should support sending logs including but not limited to syslogs, audit logs, debug logs, system events. Audit logs must contain details of all the changes made to the device.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Declaration by bidder and OEM |                     |
| 2.     | <p>Logs should be configured to include but not limited to following:</p> <ul style="list-style-type: none"> <li>a) Authentication failures.</li> <li>b) Account created/deleted/disabled.</li> <li>c) Password change for privileged accounts.</li> <li>d) Changes in configuration settings.</li> <li>e) Start and stop of service.</li> <li>f) System/Console alerts/errors or failures/fault logs.</li> <li>g) Administrator or Root user activities.</li> <li>h) Access to audit trails.</li> <li>i) Creation and deletion of system-level objects.</li> <li>j) Alarms/alerts raised by the access control system (such as violation of any ACL defined)</li> <li>k) Details of system/files accessed of the SDWAN device.</li> <li>l) Use of privileges. (i.e., Privilege escalation)</li> </ul> | Declaration by bidder and OEM |                     |
| 3.     | Logging level on the devices should be configurable as per requirement of the Bank. Enabling the highest level logging should not degrade the performance of the device.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Declaration by bidder and OEM |                     |
| 4.     | The solution should support sending all relevant logs to one or more 3rd party collectors for SOC monitoring, in addition to the log server provided as part of the solution (total configurable log destinations must be 2 or more).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Declaration by bidder and OEM |                     |

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| 5. | The performance of the proposed hardware should not degrade even when complete log generation & transfer feature is enabled. | Declaration by bidder and OEM |  |
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### 3. Orchestrator

#### 3.1 Device Specification

| Sr. No | Specifications                                                                                                                                                                                             | Submit     | Compliance (Yes/No) |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|
| 1.     | In the Proposed SDWAN Solution the provisioned central orchestrator/manager/controller should have at least 4x10G fiber port with Multimode SFP+.<br><br>All ports should be fully populated from day one. | Data sheet |                     |
| 2.     | The device should support LACP for port aggregation.                                                                                                                                                       | Data sheet |                     |

#### 3.2 Functionality Specification

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Submit                        | Compliance (Yes/No) |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | <p>In the Proposed SDWAN Solution, the Controller(s) deployed in any one Data Center should be able to cater to all the deployed branches. If a single box is not capable of handling all the deployed branches, the bidder may deploy multiple boxes in cluster. In such a case, controller cluster in any one DC should be accessible through a single VIP (virtual IP). Similar setup should be replicated across all other Data Centers.</p> <p><b>Example –</b><br/> <i>If the number of allocated branches is 7000 and a single orchestrator device of OEM is capable of catering to 5000 branch end devices, then set of two devices should be made in each of the four DCs to cater the allocated 7000 branches, individually by each DC</i><br/> <i>Such a cluster in any one DC should be accessible through a single Virtual IP, and changes shall be done after logging on to the Virtual IP only. No changes should be required to be made on individual component of the cluster. Such a cluster of 2 orchestrator devices should be setup in each of the 4 DCs.</i></p> | Declaration by bidder and OEM |                     |

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| 2. | <p>In the Proposed SDWAN Solution, the Controllers / controller clusters shall be deployed in all four Data centers of the Bank.</p> <p>There should be a single point of manageability in one of the two below mentioned ways –</p> <ol style="list-style-type: none"> <li>There should be a master controller / orchestrator managing the individual orchestrator deployment in each DC. Master controller in such a case shall be placed in local HA and in DC-DR.</li> <li>All 4 clusters should work in nested cluster architecture, i.e., at any point of time, Controller / controller cluster in one DC shall act as Master and remaining controllers hosted in other DCs shall act as Slaves, for management login. All the four set of controllers shall remain Active at all times, for operations such as configuration, key exchange, etc.</li> </ol> <p>Any changes made in the Master controller should be automatically synced to HA pair, DR devices and all the slave controllers, within a duration of maximum 60 seconds.</p> <p><b>Scenario 1</b></p> <p><b>Example for Point A:</b> <i>If the number of allocated branches is 7000 and a single orchestrator device of OEM is capable of catering to 5000 branch end devices, then set of two devices should be made in each of the four DCs to cater the allocated 7000 branches, individually by each DC. OEM has to deploy a master orchestrator (Controller of the controllers), to manage 8 deployed orchestrator ( four sets of two orchestrator each) across multiple Data Centre. Such master orchestrator should be deployed in DC-DR architecture along with local HA, i.e. total 4 master orchestrator devices will be deployed (2 devices in HA at DC and 2 devices in HA at DR).</i></p> | Declaration by bidder and OEM |  |

*At any point of time, admin user will be logging in to the Master orchestrator (Controller of the controllers) and will be doing the configuration changes. All these changes should be automatically synced without manual intervention with other master orchestrators and 8 orchestrators deployed across 4 Data Centres.*

*All the 7000 branch devices can fetch update from the any one of the controllers deployed in the Data Centres irrespective of the state and geographical location as per its connectivity and priority defined at the branch device.*

**Example for Point B:**

*If the number of allocated branches is 7000 and a single orchestrator device of OEM is capable of catering to 5000 branch end devices, then 2 devices in a cluster should be made in 4 DC to cater the allocated 7000 branches.*

*All the 8 orchestrator (i.e. Four cluster each having two devices in each cluster) spreads across the 4 Data Centre (A, B, C, D) should be in the nested orchestrator architecture.*

*At any point of time, Controller / controller cluster in one DC shall act as Master (e.g. Data Centre A cluster) and remaining controllers (e.g. Data Centre B, C, D clusters) hosted in other DCs shall act as Slaves, for management login.*

*Admin user will login into cluster A Virtual IP address and will make the changes. All these changes should be synchronized in all the devices of cluster A, as well as the cluster B, C, D.*

*All the 7000 branch devices can fetch update from the any one of the controller (i.e. cluster A, B, C, D) deployed in the Data Centres irrespective of the state and geographical location as per its connectivity and priority defined at the branch device.*

**Scenario 2**

*If the number of allocated branches is 7000 and a single orchestrator device of OEM is capable of catering to 7000 branch end devices, then one device should be deployed in each of the four DCs to*



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |  |
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|    | <i>cater the allocated 7000 branches, individually by each DC. All conditions for policy push, synchronization and management login as defined in Scenario 1 should be met.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |  |
| 3. | <p>Proposed Orchestrator should have the capability to synchronize automatically as well as manually with geographically redundant devices. Automatic synchronization should be done in near real-time (within 60 seconds) without any manual intervention.</p> <p>In case a branch loses the connectivity with primary/ master Orchestrator, than the branch should fetch the configuration from any of the next available Orchestrators deployed in other Data Centres automatically without any manual intervention.</p> <p><b>Example:</b></p> <p><i>One orchestrator is deployed across each of the four Data Centres (A, B, C, and D). 10 branches out of deployed 1000 branches have lost the connectivity path to the master orchestrator deployed at Data Centre A.</i></p> <p><i>The mentioned 10 branches must synchronize the configuration from the orchestrator placed at the Data Centres B, C or D with whom the connectivity is available, without any manual intervention.</i></p> <p><i>At any point of the time all the 1000 branches must have similar configuration.</i></p> | Declaration by bidder and OEM |  |
| 4. | <p>The proposed SDWAN solution should have the facility to configure, manage and upgrade the branch routers/devices centrally from orchestrator.</p> <p>The configuration on headend / branch end must be minimal or equivalent to zero-touch provisioning. Configuration such as Interface IP address, orchestrator IP address to initiate initial reachability to Central Orchestrator, other parameter specific to each branch ( ISP BGP neighbour IP, LAN IP etc.) can be locally done during the onboarding process of headend/branch device. Rest all configuration to be done centrally from the orchestrator.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Declaration by bidder and OEM |  |
| 5. | Proposed Orchestrator should have the capacity to manage and configure a minimum of 2000 different configuration templates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Declaration by bidder         |  |

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| 6. | <p>Proposed Orchestrator should be able to push/ pull the configuration to dynamically-selected device groups as per the predefined tags in any permutation and combination. Accordingly, the push/ pull of the configuration should apply to the selected group of devices only.</p> <p>Examples of parameters to be considered for Group creation:<br/> Circle name: X/Y/Z (minimum 20 circles).<br/> State/ UT Name: A/B/C (minimum 36 states).<br/> AO/ZO name: P/Q/R minimum 1500 .<br/> TSP name: L/M/N minimum 14 TSPs.<br/> Media type: Wired, RF, 4G, 5G, VSAT, MPLS minimum 10 types.<br/> Bandwidth: Numeric values ranging from 1 to 100G.<br/> .<br/> .<br/> minimum 10 such configurable tags.</p> <p><i>Example case: Admin should be able to filter out the branches based on the below tags:<br/> Circle: Chandigarh<br/> State: Himachal Pradesh<br/> TSP : TSP1<br/> Media Type: RF</i></p> <p><i>Suppose this filter gives 900 out of 7000 branches as result. Based on this output, admin should be able to change configuration such as SLA parameter, syslog IP of these selected 900 branches.</i></p> | Declaration by bidder and OEM |  |
| 7. | Proposed Orchestrator should have the capability to configure each parameter of branch devices (including but not limited to NTP, Syslog, SNMP services, TACACS server, Log level, etc.) through Orchestrator using Templates/ Configuration Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Declaration by bidder and OEM |  |
| 8. | Proposed Orchestrator should have the capability to implement end-to-end segmentation through configuration Templates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Declaration by bidder and OEM |  |
| 9. | Proposed Orchestrator should have the capability to (either push or pull as per the design):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Declaration by                |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |
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|     | <p>I. Push templates to all branches managed by individual Central Manager/ Orchestrator concurrently to minimum 1000 devices. The templates should be pushed to the remaining managed branches in subsequent iterations automatically. So necessary threads, memory, processes etc. should be provisioned accordingly.</p> <p>II. Cater minimum 1000 branch Pull requests concurrently. Pull requests should be having scheduling mechanism ranging from 10 sec to 1 minute. So necessary threads, memory, processes etc. should be provisioned accordingly.</p> <p><i>Example: A configuration template has to be pushed for 5000 branches on dynamically selected group. Device should push template to these 5000 branches with grouping of 1000 branch in one cycle and should complete the remaining 4000 branches without any manual intervention.</i></p> | bidder and OEM                |  |
| 10. | Proposed Orchestrator should push/ pull and rollback Templates to all branches managed by individual Central Manager/ Orchestrator within 5 minutes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Declaration by bidder and OEM |  |
| 11. | Proposed Orchestrator should have dashboard to display the progress status (completion/ failure) of Template/ Configuration push/pull and OS upgradation of the selected device(s).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Declaration by bidder and OEM |  |
| 12. | Proposed Orchestrator should have scheduling mechanism to push templates to dynamically selected group or dynamically selected group to pull the configuration from templates defined centrally.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Declaration by bidder and OEM |  |
| 13. | Proposed Orchestrator should have rollback mechanism to revert changes to previous working configuration in database, if the current rollout causes operational impact/ downtime.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Declaration by bidder and OEM |  |
| 14. | Proposed Orchestrator should have storage to store the backup configuration of all the device managed by OEM with all encryption standards defined in security section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Declaration by bidder and OEM |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
| 15. | Proposed Orchestrator should have capability to export backup configuration to external storage managed by the Bank.                                                                                                                                                                                                                                                                                                                                                                                                                       | Declaration by bidder and OEM |  |
| 16. | <p>Proposed Orchestrator should have a central repository to store at least 10 OS/firmware (comprising all the recommended &amp; rollback version for Headend and Branch end devices). Solution should have scheduling mechanism for OS/firmware upgradation of dynamically selected group.</p> <p>Headend and Branch end devices should have sufficient storage locally to house the current running version and rollback version of deployed OS/firmware.</p> <p><i>Note: The Centralized repository should be available on SSD.</i></p> | Declaration by bidder and OEM |  |
| 17. | In the event of failure during upgradation, the device should have graceful rollback mechanism automatically to previous running version without any manual intervention.                                                                                                                                                                                                                                                                                                                                                                  | Declaration by bidder and OEM |  |
| 18. | In case of operational issues, due to OS/firmware upgrade on Branch end or Headend devices, the rollback should be done from local OS/firmware available on the local device wherever required, however the commands to perform the rollback should be done centrally                                                                                                                                                                                                                                                                      | Declaration by bidder and OEM |  |
| 19. | The proposed Orchestrator should be capable of monitoring any configuration mismatch between orchestrator and branch device.                                                                                                                                                                                                                                                                                                                                                                                                               | Declaration by bidder and OEM |  |
| 20. | The Proposed Orchestrator should have the capability to delete all the OS/firmware images except the running image on the branch devices for dynamically selected group through template or Script.                                                                                                                                                                                                                                                                                                                                        | Declaration by bidder and OEM |  |
| 21. | All the intended communication between the Orchestrator and headend/branch end devices for the OS/firmware upgrade, patch update, etc. should be over global standard secured communication channel only (e.g., SFTP, etc.)                                                                                                                                                                                                                                                                                                                | Declaration by bidder and OEM |  |

|     |                                                                                                                                                                                                                                                                                                                                                    |                               |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
| 22. | The Proposed Orchestrator should have sufficient flash memory/ SSD for all configuration templates, revision templates database, OS images, etc.                                                                                                                                                                                                   | Declaration by bidder and OEM |  |
| 23. | The proposed Orchestrator should have intelligence defined as per the SLA to automatically distribute total IPSEC tunnels/paths across all available headend devices, so as the resource utilization of headend doesn't cross 60% utilization. If so the IPSEC tunnels/paths to be shifted to next available headend device under 60% utilization. | Declaration by bidder and OEM |  |

#### 4. Headend Device

##### 4.1 Device Specification

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Submit                        | Compliance (Yes/No) |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | <p>In the Proposed SDWAN Solution, the provisioned headend/ device should have eight 40 G (with backward compatibility for 10G) fiber port with Multimode SFP+ in a single device without stacking. All ports should be configurable as WAN and LAN as per the Bank requirement.</p> <p>All ports should be fully populated from day one.</p>                                                                                                                                                                                                                                                                                                                                                            | Declaration by bidder and OEM |                     |
| 2.     | <p>In the proposed SDWAN solution the provisioned headend should support the LACP on the LAN side.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Declaration by bidder and OEM |                     |
| 3.     | <p>In the proposed SDWAN solution, the provisioned headend devices should be in N+N redundancy in all Data Centre.</p> <p>Wherein the N is number of headend deployed in each Data Center, in order to cater all allocated branches.</p> <p>Example<br/> <i>If the number of allocated branches is 7000 and a single headend device of OEM is capable of catering to 5000 branch end devices. OEM has to deploy 4 headend devices at each Data Centre to cater 7000 branches, such that 2+2 redundancy is achieved. All the headend devices shall be deployed in active-active setup, and all the links extended till either the primary or redundant devices shall remain active at all times.</i> </p> | Declaration by bidder and OEM |                     |

## 4.2 Functionality Specification

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Submit                        | Compliance (Yes/No) |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | Proposed Headend device should be able to perform Hardware-based or Software-based IPsec offloading to process data at a faster pace.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Declaration by bidder and OEM |                     |
| 2.     | Proposed Headend device should be able to handle probes for path metrics calculation (latency/jitter/packet loss) for switching traffic with maximum 1 second interval polling from all connected branches.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Declaration by bidder and OEM |                     |
| 3.     | <p>Headend device should automatically learn per-branch configured bandwidth and the applied QoS associated with it. Headend device should apply QoS or bandwidth limitation per branch (considering multiple IPsec tunnels/ paths initiated from the branch due to multiple links at branch and dual handoff at data center basis).<br/>The applied QoS should not cross the branch links' actual bandwidth per data center.</p> <p><b>Example:</b><br/><i>Branch X has 2 Mbps TSP1 and 2 Mbps TSP2 links. Reserve 60% for critical applications, 30% for non-Critical and 10% for other traffic like FTP, Control, etc. per TSP link.</i></p> <p><i>Headend device should have intelligence to detect that branch has two links each of 2 Mbps from TSP1 and TSP2. Also detect the configured QoS per TSP (i.e., 60% for critical, 30% for non-Critical and 10% for FTP).</i></p> <p><i>As each TSP has dual active-active handoff at each data center, branches will have two paths/ IPSec tunnels for each TSP. Any data center will have two paths/ IPSec tunnels for a given branch X, each of 2 Mbps.</i></p> <p><i>Each Headend device hosted at a Data center will have dual active-active handoff from the respective TSPs. Accordingly, data center headend device should apply QoS on 2 Mbps (actual branch</i></p> | Declaration by bidder and OEM |                     |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--|
|    | <i>bandwidth) irrespective of the dual handoff/ path/ IPSec.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                            |  |
| 4. | <p>Headend device should automatically switchover the existing session in concurrence with branch device to alternate superior link in case of current link degradation at branch or data center end.</p> <p><b>Example:</b><br/> <i>Currently a session running on link X, howsoever it is observed that there is a service degradation due to factors like packet loss, jitter, latency, or anyone of the mentioned factors. Then the same running session on link X should be shifted on to alternate superior link Y from both ends i.e., headend and branch device.</i></p> | Declarat<br>ion by<br>bidder<br>and<br>OEM |  |
| 5. | In any case of session switchover as defined above, the reverse and forward path should be symmetric.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Declarat<br>ion by<br>bidder<br>and<br>OEM |  |

## 5. Branch Device

### 5.1 Device Specification

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Submit                            | Compliance (Yes/No) |             |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------|-------------|-------------|-------------|----|---------|--------|---|---|----|----------|--------|---|---|----|----------|--------|---|---|----|----------|--------|---|---|----|--------|--------|---|---|----|-----------------|-----------------------------------|---|---|-----------|--|
| 1.     | The branch device should be capable to accommodate the number of required IPsec tunnels/path for communicating with minimum 7 active hub sites in active-active scenario with all the scenarios stated in this RFP e.g. dual active-active handoff etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Declaration by bidder and OEM     |                     |             |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |
| 2.     | <div>The branch device should have following throughput with all feature set enabled as stated in RFP and port capacity:</div> <table><tr><th>S.No</th><th>Throughput</th><th>Total Port</th><th>Minimum WAN</th><th>Minimum LAN</th></tr><tr><td>1.</td><td>50 Mbps</td><td>4 (1G)</td><td>2</td><td>1</td></tr><tr><td>2.</td><td>100 Mbps</td><td>6 (1G)</td><td>2</td><td>2</td></tr><tr><td>3.</td><td>300 Mbps</td><td>6 (1G)</td><td>2</td><td>2</td></tr><tr><td>4.</td><td>500 Mbps</td><td>8 (1G)</td><td>3</td><td>3</td></tr><tr><td>5.</td><td>1 Gbps</td><td>8 (1G)</td><td>3</td><td>3</td></tr><tr><td>6.</td><td>10 Gbps (Fiber)</td><td>8 (10G with (1/10 compatibility))</td><td>3</td><td>3</td></tr></table> <div>All devices should be fully populated.</div> <div>Remaining (in addition to minimum WAN and LAN ports) ports should be configurable as either LAN or WAN ports as per bank's requirement.</div> | S.No                              | Throughput          | Total Port  | Minimum WAN | Minimum LAN | 1. | 50 Mbps | 4 (1G) | 2 | 1 | 2. | 100 Mbps | 6 (1G) | 2 | 2 | 3. | 300 Mbps | 6 (1G) | 2 | 2 | 4. | 500 Mbps | 8 (1G) | 3 | 3 | 5. | 1 Gbps | 8 (1G) | 3 | 3 | 6. | 10 Gbps (Fiber) | 8 (10G with (1/10 compatibility)) | 3 | 3 | Datasheet |  |
| S.No   | Throughput                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Total Port                        | Minimum WAN         | Minimum LAN |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |
| 1.     | 50 Mbps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4 (1G)                            | 2                   | 1           |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |
| 2.     | 100 Mbps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 6 (1G)                            | 2                   | 2           |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |
| 3.     | 300 Mbps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 6 (1G)                            | 2                   | 2           |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |
| 4.     | 500 Mbps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8 (1G)                            | 3                   | 3           |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |
| 5.     | 1 Gbps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 8 (1G)                            | 3                   | 3           |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |
| 6.     | 10 Gbps (Fiber)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 8 (10G with (1/10 compatibility)) | 3                   | 3           |             |             |    |         |        |   |   |    |          |        |   |   |    |          |        |   |   |    |          |        |   |   |    |        |        |   |   |    |                 |                                   |   |   |           |  |

### 5.2 Functional Specification

| Sr. No | Specifications                                                                                                                                     | Submit                | Compliance (Yes/No) |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------|
| 1.     | Proposed branch device should have an appropriate rack mounting kit as per the form factor of the proposed device. The power supply unit of device | Declaration by bidder |                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|    | should be as per the Indian standard plug and power-rating of the device.<br>All the necessary material for the rack mounting of the devices must be provided by the Bidder/OEM.                                                                                                                                                                                                                                        | and OEM                       |  |
| 2. | The branch devices should support all types of connectivity - Wired and Wireless (with Ethernet Extender) from Day 1.                                                                                                                                                                                                                                                                                                   | Declaration by bidder and OEM |  |
| 3. | The proposed device should seamlessly operate across all climatic temperatures and weather conditions across the globe without any additional heating / cooling device.                                                                                                                                                                                                                                                 | Declaration by bidder and OEM |  |
| 4. | Branch devices should be able to be configured locally as well as remotely from the central orchestrator for all functions and features.                                                                                                                                                                                                                                                                                | Declaration by bidder and OEM |  |
| 5. | The Device should have inbuilt memory storage (SSD/ NVRAM/ etc.) to locally retain: <ul style="list-style-type: none"> <li>1. syslog for at least 1 month.</li> <li>2. minimum 2 OS images.</li> <li>3. configuration file up to 5 revision number.</li> </ul>                                                                                                                                                          | Declaration by bidder and OEM |  |
| 6. | All LAN and WAN interfaces of the device should support manual and auto negotiation in terms of speed, duplex, MTU, MSS, bandwidth, etc. with all other OEM devices.                                                                                                                                                                                                                                                    | Declaration by bidder and OEM |  |
| 7. | The Devices should be able to classify or identify traffic based on (but not limited to) the following parameters: <ul style="list-style-type: none"> <li>1. Incoming traffic Interface</li> <li>2. Source and Destination IP</li> <li>3. Protocol (TCP &amp; UDP)</li> <li>4. Port based</li> <li>5. Application (Custom/ Global)</li> <li>6. IP Preference and DSCP</li> <li>7. Applied Quality of Service</li> </ul> | Declaration by bidder and OEM |  |
| 8. | The provisioning should be such that if the primary controller is completely down, the branch device should automatically register itself with the next available controller without any manual intervention, considering four controllers placed in four data centers having different IP addresses.                                                                                                                   | Declaration by bidder and OEM |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
| 9.  | The compatible converter for serial port shall be provided by bidder without any additional cost to the bank, wherever required.                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Declaration by bidder and OEM |  |
| 10. | The Devices should have the capability to configure MTU (Maximum Transmission Unit) and MSS (Maximum Segment Size).                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Declaration by bidder and OEM |  |
| 11. | The Devices should support the following IPv6 capabilities: <ul style="list-style-type: none"> <li>a. IPv6 addressing architecture, IPv6 name resolution, IPv6 statistics, IPv6 neighbor discovery</li> <li>b. ICMPv6, IPv6 DHCP</li> <li>c. Support for the following IPv6 features: OSPFv3, BGP Routing support for IPv6</li> <li>d. Dual Stack (IPv4 and IPv6)</li> <li>e. IPv6 to IPv4 and vice versa natting</li> </ul>                                                                                                                                                         | Declaration by bidder and OEM |  |
| 12. | The Devices should support time-based policies to allow, deny desired traffic for pre-defined time range considering day-wise, and timewise.<br><br><b>Example:</b> <ul style="list-style-type: none"> <li>a. Depending on the banking hours and operational ease, bank wants to allow antivirus updates from Monday to Friday from 16:00 hrs. to 17:00 hrs. only or any customizable time range.</li> <li>b. Likewise, the bank wants to allow windows update on 10<sup>th</sup>, 20<sup>th</sup> and 27<sup>th</sup> of every month from 18:00 hrs. to 19:00 hrs. only.</li> </ul> | Declaration by bidder and OEM |  |
| 13. | The Devices should support for connectivity more than one independent switches.<br><br><b>Example:</b> <ul style="list-style-type: none"> <li>a. Branch router is connected to two switches, one switch is local to the same branch and other switch to another (SRC) branch and both are having two different IP segments. Both switches should independently connect to the same router.</li> </ul>                                                                                                                                                                                | Declaration by bidder and OEM |  |

|     |                                                                                                                                                                                   |  |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|     | <i>b. Branches with high number of users can have two switches with stacking, connected to the same router.</i>                                                                   |  |  |
| 14. | All the branch end devices integrated with the central orchestrator should have capability to get identified based on tags. Each device should support a minimum of 10 such tags. |  |  |

## 6 Logs, Dashboard and Report

### 6.1 Device Specification

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                  | Submit                        | Compliance (Yes/No) |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | In the Proposed SDWAN Solution the provisioned central reporting device should have at least 4 x 10 G fiber port with Multimode SFP+.<br><br>All ports should be fully populated from day one.                                                                                                                                                                                  | Declaration by bidder and OEM |                     |
| 2.     | The proposed SDWAN solution should have servers for storing below types of data as per the retention period specified, with appropriate capacity planning of the storage –<br>a. Live monitoring data - for displaying central and branch dashboards as specified further in this section<br>b. All session data – for forensic purpose.                                        | Declaration by bidder and OEM |                     |
| 3.     | Such server(s) shall be deployed across two datacentres in redundancy, wherein each Data Centre set-up should be capable of handling the load from all the allocated branches individually. All the branch-end devices shall send the session logs to the primary server (in DC) only, and the same should be replicated to server placed at DR site within 5 minutes duration. | Declaration by bidder and OEM |                     |
| 4.     | The reporting devices should support LACP for port aggregation.                                                                                                                                                                                                                                                                                                                 | Declaration by bidder and OEM |                     |

### 6.2 Live Dashboard and Reporting Device

| Sr. No | Specifications                                                                                     | Submit         | Compliance (Yes/No) |
|--------|----------------------------------------------------------------------------------------------------|----------------|---------------------|
| 1.     | Edge device in the proposed solution should be able to send path parameters data, session details, | Declaration by |                     |

|     | etc. to the central reporting device at interval of every 5-minute maximum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | bidder and OEM                |      |                  |    |                                                                                               |                 |    |                                                          |                 |    |                                                                     |                 |    |                                                                    |                 |                               |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------------|----|-----------------------------------------------------------------------------------------------|-----------------|----|----------------------------------------------------------|-----------------|----|---------------------------------------------------------------------|-----------------|----|--------------------------------------------------------------------|-----------------|-------------------------------|--|
| 2.  | <p>The proposed SDWAN solution should have the capability to record and display all session information (for all users and all applications) from Branch End devices being accessed with the following minimum granular data in tabular format:</p> <ul style="list-style-type: none"><li>a. Source IP</li><li>b. Destination IP</li><li>c. Session timestamp</li><li>d. Protocol</li><li>e. Source Port</li><li>f. Destination Port</li><li>g. Traffic Sent volume</li><li>h. Traffic Received volume</li><li>i. Application name (Well Known, Custom)</li><li>j. Incoming interface and outgoing interface.</li><li>k. User ID information from AD integration</li><li>l. Branch End device IP address</li></ul>                                              | Declaration by bidder and OEM |      |                  |    |                                                                                               |                 |    |                                                          |                 |    |                                                                     |                 |    |                                                                    |                 |                               |  |
| 3.  | <p>The proposed module of SDWAN solution must have sufficient hardware storage resources to store the below logs and display in monitoring / reporting dashboard –</p> <table><tr><th>Sr.</th><th>Data</th><th>Retention Period</th></tr><tr><td>a)</td><td>All data as required to display the central and branch dashboard as defined in above sections</td><td>Minimum 60 days</td></tr><tr><td>b)</td><td>Complete session logs for all users and all applications</td><td>Minimum 90 days</td></tr><tr><td>c)</td><td>Link SLA parameters data, such as latency, jitter, packet loss etc.</td><td>Minimum 90 days</td></tr><tr><td>d)</td><td>Link Bandwidth utilization, link availability, device availability</td><td>Minimum 90 days</td></tr></table> | Sr.                           | Data | Retention Period | a) | All data as required to display the central and branch dashboard as defined in above sections | Minimum 60 days | b) | Complete session logs for all users and all applications | Minimum 90 days | c) | Link SLA parameters data, such as latency, jitter, packet loss etc. | Minimum 90 days | d) | Link Bandwidth utilization, link availability, device availability | Minimum 90 days | Declaration by bidder and OEM |  |
| Sr. | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Retention Period              |      |                  |    |                                                                                               |                 |    |                                                          |                 |    |                                                                     |                 |    |                                                                    |                 |                               |  |
| a)  | All data as required to display the central and branch dashboard as defined in above sections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Minimum 60 days               |      |                  |    |                                                                                               |                 |    |                                                          |                 |    |                                                                     |                 |    |                                                                    |                 |                               |  |
| b)  | Complete session logs for all users and all applications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Minimum 90 days               |      |                  |    |                                                                                               |                 |    |                                                          |                 |    |                                                                     |                 |    |                                                                    |                 |                               |  |
| c)  | Link SLA parameters data, such as latency, jitter, packet loss etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Minimum 90 days               |      |                  |    |                                                                                               |                 |    |                                                          |                 |    |                                                                     |                 |    |                                                                    |                 |                               |  |
| d)  | Link Bandwidth utilization, link availability, device availability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Minimum 90 days               |      |                  |    |                                                                                               |                 |    |                                                          |                 |    |                                                                     |                 |    |                                                                    |                 |                               |  |



|                                                                                                                                                                                                                                                                                                                                                                                                             |    |                                                   |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------------------------|-----------------|
|                                                                                                                                                                                                                                                                                                                                                                                                             | e) | All events and alerts, including threshold breach | Minimum 90 days |
|                                                                                                                                                                                                                                                                                                                                                                                                             | f) | All data required to generate required reports    | Minimum 90 days |
| <p>The solution should automatically delete logs as per FIFO algorithm as per the retention period defined above.</p> <p>Reporting tool / dashboard should be able to fetch data any time from archival storage as and when requested for customizable time period, within the retention period as specified above. The requested dashboard from archived storage should be presented within 5 minutes.</p> |    |                                                   |                 |

### 6.3 Central Dashboard

| Sr. No | Specifications                                                                                                                                                                                                                                                                                                                                                                                                     | Submit                        | Compliance (Yes/No) |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | <p>The dashboards mentioned in this RFP should have the capability to drill down to granular level by clicking on the respective elements.</p> <p><b>Example:</b><br/> <i>Assuming there are 25 devices with link down. The Dashboard should have the capability to drill down at granular level to identify which TSP link went down for which location, at what point of time, duration of downtime etc.</i></p> | Declaration by bidder and OEM |                     |
| 2.     | The proposed SDWAN dashboard solution should have visibility of all other SDWAN components /elements deployed across all the data center.                                                                                                                                                                                                                                                                          | Declaration by bidder and OEM |                     |
| 3.     | The proposed SDWAN solution should have customizable dashboard as per the requirement of the Bank.                                                                                                                                                                                                                                                                                                                 | Declaration by bidder and OEM |                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
| 4. | The Dashboard should be able to display the current load on headend devices across multiple data centers in GUI.                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Declaration by bidder and OEM |  |
| 5. | <p>Role based dashboards view should be made available to each circle comprising of the branches pertaining to that specific circle. In addition, a central view dashboard should be available for NOC users.</p> <p><b>Example:</b><br/> <i>Branch X:- Chennai Circle</i><br/> <i>Branch Y:- Delhi Circle</i></p> <p><i>Branch X should be visible to Chennai circle user but not to Delhi circle user and vice versa for Branch Y.</i></p> <p><i>But NOC users should be able to see both Branch X and Y.</i></p>                                                            | Declaration by bidder and OEM |  |
| 6. | The Proposed solution should have monitoring dashboard to provide top talkers (users as well as applications in terms of sessions, bandwidth etc.) for each branch.                                                                                                                                                                                                                                                                                                                                                                                                            | Declaration by bidder and OEM |  |
| 7. | <p>The reporting module of the proposed solution should provide monitoring dashboard to provide information such as</p> <ol style="list-style-type: none"> <li>Number of successful/ failed configuration push/ pull to/ from edge devices.</li> <li>Number of edge devices deployed per OS version group-wise.</li> </ol> <p>All the above options should be available with further drill-down and with information i.e., IP address, location, hostname, etc.</p>                                                                                                            | Declaration by bidder and OEM |  |
| 8. | <p>For all the dashboards mentioned in this RFP, below should be the response time-</p> <ul style="list-style-type: none"> <li>For the purpose of near real-time device and end-user monitoring, the proposed SDWAN analytics solution should be able to populate the data inputs within 60 seconds for selected Branch End devices for duration upto 15 days on to the selected dashboard.</li> <li>For the purpose of reporting, monitoring (for archived data older than 15 days), the dashboards must populate and report should be generated within 5 minutes.</li> </ul> | Declaration by bidder and OEM |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |
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|     | For dashboards/ reporting, the necessary capacity planning like disk IOPS, SSD, RAM, etc. shall be done by the bidder. Any performance enhancement required to achieve the above-mentioned requirements shall be provided by the bidder at no additional cost to the Bank during the whole contract period.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |  |
| 9.  | The dashboard of proposed SDWAN solution should populate details pertaining to authenticated, unauthenticated (rogue device trying to register), offline and online headend and branch-end devices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Declaration by bidder and OEM |  |
| 10. | The Proposed SDWAN Solution should provide the Digital user experience Monitoring dashboard (GUI) in a single pane for each individual branch. Further, drilling down the branch based dashboard, it should be capable of displaying issues due to applications/links/local systems. The information should include but not limited to <ul style="list-style-type: none"> <li>a) Number of connection initiated.</li> <li>b) Number of connection aborted.</li> <li>c) Number of re-transmissions.</li> <li>d) Application performance wise rating.</li> <li>e) Network Response Time.</li> <li>f) Application Name (Well known and custom)</li> <li>g) Source IP</li> <li>h) Destination IP</li> <li>i) Number of session</li> <li>j) User experience</li> </ul> | Declaration by bidder and OEM |  |
| 11. | The dashboard of proposed SDWAN solution should support a near real-time automated alerting mechanism and alerts can be forwarded to another monitoring tools using SNMP traps, syslog and API etc.<br>The alerts should be sent to users or admins through email and SMS etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Declaration by bidder and OEM |  |

#### 6.4 Branch Dashboard

| Sr. No | Specifications                                                                                         | Submit      | Compliance (Yes/No) |
|--------|--------------------------------------------------------------------------------------------------------|-------------|---------------------|
| 1.     | The dashboard of the proposed solution should be capable of doing near real-time monitoring of all the | Declaration |                     |

|    |                                                                                                                                                                                                                                                                                                                                                                                    |                               |  |
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|    | <p>links in GUI with respect to the following (but not limited to) parameters:</p> <ul style="list-style-type: none"> <li>• Packet loss</li> <li>• Jitter</li> <li>• Link errors</li> <li>• Bandwidth utilization</li> <li>• Latency</li> <li>• Duplex, Speed</li> </ul> <p>Note: Bank may demand to add more parameters during implementation and bidder need to incorporate.</p> | by bidder and OEM             |  |
| 2. | <p>The Dashboard of the proposed solution should be capable of displaying data over the customized period pertaining to :</p> <ul style="list-style-type: none"> <li>• Top 20 users by bandwidth utilization.</li> <li>• Top 20 Applications by bandwidth utilization.</li> </ul>                                                                                                  | Declaration by bidder and OEM |  |
| 3. | <p>The Proposed SDWAN solution should have monitoring dashboard to provide utilization of Bandwidth, link-wise per application in graphical format with all possible representations (line, bar, stacked bar, area, scattered graph, etc.) in Time v/s Bandwidth, Time v/s Session as per the Bank's requirement at each SDWAN deployed location.</p>                              | Declaration by bidder and OEM |  |
| 4. | <p>The Proposed SDWAN solution should have monitoring dashboard to provide utilization of provisioned Link at SDWAN branch link-wise per user in graphical format with all possible representations (line, bar, stacked bar, area, scattered graph, etc.) in Time v/s Bandwidth, Time v/s Session as per the Bank's requirement.</p>                                               | Declaration by bidder and OEM |  |
| 5. | <p>The Proposed SDWAN solution should have monitoring dashboard to provide utilization of provisioned Link at SDWAN branch per user per application link-wise in graphical format with all possible representations (line, bar, stacked bar, area, scattered graph, etc.) in Time v/s Bandwidth, Time v/s Session as per the Bank's requirement.</p>                               | Declaration by bidder and OEM |  |
| 6. | <p>The Proposed SDWAN solution should have monitoring dashboard to provide application-wise and user-wise utilization according to the customizable time period in various graphical formats like Pie chart, bar graph, etc.</p>                                                                                                                                                   | Declaration by bidder         |  |

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|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | r and OEM                     |  |
| 7. | The proposed SDWAN solution should provide monitoring dashboard for applied per class of service bandwidth utilization as per the configured Quality of Service in forward and reverse direction in GUI.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Declaration by bidder and OEM |  |
| 8. | <p>The dashboards mentioned in this RFP, below should be the response time-</p> <ul style="list-style-type: none"> <li>For the purpose of near real-time device and end-user monitoring, the proposed SDWAN analytics solution should be able to populate the data inputs within 60 seconds for selected Branch End devices for duration upto 15 days on to the selected dashboard.</li> <li>For all other data, the dashboards must populate and report should be generated within 5 minute.</li> </ul> <p>For dashboards / reporting, the necessary capacity planning like disk IOPS, SSD, and RAM etc. shall be done by the bidder. Any performance enhancement required to achieve the above-mentioned requirements shall be provided by the bidder at no additional cost to the Bank during the whole contract period.</p> | Declaration by bidder and OEM |  |

## 6.5 Report Specification

| Sr. No | Specifications                                                                       | Submit                        | Compliance (Yes/No) |
|--------|--------------------------------------------------------------------------------------|-------------------------------|---------------------|
| 1.     | All reports must be exportable in CSV and PDF Formats.                               | Declaration by bidder and OEM |                     |
| 2.     | All PDF reports must be customized to contain the Bank's logo.                       | Declaration by bidder and OEM |                     |
| 3.     | All reports should be system generated without human data manipulation.              | Declaration by bidder and OEM |                     |
| 4.     | <p>All reports should be available at below defined frequencies:</p> <p>a. Daily</p> | Declaration by bidder and OEM |                     |

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|    | <ul style="list-style-type: none"> <li>b. Weekly</li> <li>c. Monthly</li> <li>d. Quarterly</li> <li>e. Any customized period</li> </ul> <p>Ad-hoc reports as and when desired by the Bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |  |
| 5. | <p>The Proposed SDWAN solution should be able to provide data points to external NMS solution through API to generate reports for</p> <ul style="list-style-type: none"> <li>a. Traffic statistics of all the links in branch and DC.</li> <li>b. Bandwidth utilization report for average and peak values crossing the defined threshold, including 95th percentile reports</li> <li>c. Specific application utilization link wise as well as aggregated.</li> <li>d. Path performance (Latency/Packet drop/Jitter) for individual links</li> <li>e. Link down reports</li> <li>f. Link flap reports</li> <li>g. SLA breach report for Latency, Packet Loss, Jitter, etc</li> <li>h. Branch isolation report</li> <li>i. Circle, Network, AO, RBO wise reports.</li> <li>j. Link Flap/ down at branch location.</li> <li>k. TSP link quality degradation based on the defined thresholds of Latency, Packet Loss, Jitter, etc.</li> <li>l. Link utilization along with threshold.</li> <li>m. CPU, Memory and Disk Utilization of the Device.</li> <li>n. IPsec, path status</li> </ul> <p>All these data should be send with relevant identity including branch ID, Branch name, Loopback IP etc.</p> | Declaration by bidder and OEM |  |
| 6. | <p>The proposed SDWAN solution must be able to report all LAN users by bandwidth usage/ applications accessed by them in a branch location along with the data rate and flow usage.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Declaration by bidder and OEM |  |
| 7. | <p>The proposed SDWAN solution must be able to monitor and report top talkers in the network with respect to application usage, branch users utilizing maximum bandwidth and top access circuits utilized in the network with drill down capability of generated reports.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Declaration by bidder and OEM |  |

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| 8.  | The Proposed SDWAN solution should have the capability to generate User Access reports (Successful logins, failed logins, failed authorization, etc.) at the periodicity defined by the Bank. | Declaration by bidder and OEM |  |
| 9.  | Centralized reporting server/ tools must be capable of scheduling all reporting mechanisms including ad-hoc reports.                                                                          | Declaration by bidder and OEM |  |
| 10. | Centralized reporting server/ tools must be capable of forwarding the scheduled reports to management using Secure SMTP.                                                                      | Declaration by bidder and OEM |  |

**Name & Signature of authorised signatory**

**Seal of Company**



**Appendix-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.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |         |

**Name & Signature of authorised signatory**

**Seal of Company**

## **Appendix-E**

### **Scope of Work and Payment Schedule**

#### **1. Acceptance of LOI/PO, Signing of SLA**

| <b>Sr.No</b> | <b>Scope of Work</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.           | Supply, installation, Configuration, Testing Commissioning, and warranty support for all components of SDWAN (hardware, software, license, firmware etc.) at all Data Centers and Branches along with operating system and other peripherals and its integration with the Bank's network infrastructure (during the period of contract).                                                                                                                                                                 |
| 2.           | The bidder should comply with all the functional & technical specifications mentioned in Appendix-C.                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3.           | The bidder shall warrant those products supplied under the Contract are brand new, unused, of the most recent / current model and they incorporate all recent improvements in design and features. The bidder shall further warrant that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the bidder that may develop under normal use of the supplied products in the conditions prevailing in India                              |
| 4.           | The bidder in addition, shall comply with the performance guarantees specified under the Contract. If, for reasons attributable to the System Integrator, these guarantees are not obtained in whole or in part the System Integrator shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expenses and to carry out further performance tests. |
| 5.           | Different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed by the Bank.                                                                                                                                                                                                                                                                                                             |
| 6.           | The movements of hardware should be advised to the Bank's Network Integrator (hereinafter referred to as NI) and in case of a change in Network Integrator during the contract period to the new Network Integrator identified by the Bank and the Bank, well in advance.                                                                                                                                                                                                                                |
| 7.           | Successful Bidder shall ensure that all supplies (Solutions, Hardware, and Software) must not be 'End of Life (EoL)' and 'End-of-Software Support (EoSS)' for the entire duration of the contract.<br>In case the OEM has not declared the EoL/EoSS dates for the equipment proposed by the bidder, the bidder has to submit along with the bid, a                                                                                                                                                       |

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|     | <p>letter of undertaking from the OEM on OEM's Letter head confirming as follows:-</p> <p>(a) OEM has not declared the EoL/EoSS dates for the equipment under reference as on the date of issue of the letter (which shall be on or after the floating date of the RFP), and</p> <p>(b) The equipment shall not be EoL/EoSS for the entire duration of the contract. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder must arrange for the replacement of equipment with equivalent or higher specifications (devices already working in the Bank's environment) and migration of existing configuration / data onto the new software / device which will not reach EoL/EoSS for the remaining duration of the contract at no cost to the Bank.</p> <p>Such newly replaced device(s) should support all the technical requirements already mentioned in the RFP and should integrate with the other deployed components without any issues. In case of any issue identified during the integration, the bidder should arrange for the suitable solution accordingly without any additional cost to the Bank.</p> <p>This replacement must be completed 3 months prior to the date of EoL/EoSS of the current devices.</p> |
| 8.  | <p>Software support and development (i.e. products updates, upgrades &amp; patches) to be made available during the contract period (a minimum of 7 years) from the date of commissioning. Bidder/OEM should also fix any security findings/vulnerabilities identified by internal security / audit teams of the Bank or various security agencies hired/consulted by the Bank without any cost during the contract period within the timeframe mentioned in the technical document of this RFP. However, if the security observations cannot be closed and replacement is the only option to close the observations, then the bidder has to replace the device(s) within 3 months with device meeting all the specifications of the RFP at no extra cost to the Bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9.  | <p>Bidder shall ensure that the devices shall be delivered to all the allocated locations and migration of those devices should not have any impact on operations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10. | <p>The required tools and its setup (hardware, software, licence) for the migration shall be provided &amp; deployed on-premises by the bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 11. | <p>If, during the warranty period and AMC period, any hardware and/or software items fails on three or more occasions in 6 months, such hardware items shall be replaced by equivalent/ superior new hardware items as per the RMA clause by the bidder at no additional cost to the Bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 12. | The SDWAN Solution shall include all components and subcomponents like power cables, tools, Hardware & Software Licenses/ E-License, accessories and other components (required for commissioning of the solution as a part of RFP) shall be supplied by the bidder at no extra cost to the Bank.                                                                                                                                                                                                                                                            |
| 13. | All necessary entitlements and licenses for both hardware and software should be provided in the name of the Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 14. | The Bidder must submit escalation matrix (including email ID, phone number, postal address, etc.) for bidder and OEM both, up to the highest level and keep the Bank informed, if any changes take place.                                                                                                                                                                                                                                                                                                                                                    |
| 15. | The Purchase Order may be placed in part or full by State Bank of India or any of its Associates/Subsidiaries. The quantity or number of SDWAN devices (equipment) to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. The Bank, however, reserves the right to procure extra quantity of equipment during the validity period of the offer. The same rate will be applicable to all Associates/Subsidiaries of State Bank of India. |
| 16. | Bidder and OEM must own the responsibility of making the solution functional as desired by the Bank. Bidder and OEM to implement the solution and post successful deployment, shall handover the operations to the network integrator of the Bank. If some components are missed out or not properly sized, onus is on the Bidder to supply /upgrade / replace them without any additional cost to the Bank. Bidder must design, lay and test the cabling (at DCs/DRs) to complete the migration from old devices to new devices supplied under this RFP     |
| 17. | Purchase Order (PO) shall be placed for 7000 branches to the L1 bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 18. | The Bidder shall arrange for transfer of the OEMs' Warranty to the Bank and the same shall be visible and verifiable on the OEMs' portal. In the event of malfunctioning of any equipment during the period of warranty, both the NI of the Bank as well as the Bank should be able to lodge a complaint / TAC case / claim with OEM to seek support. OEM's internal systems should accommodate such a transfer from the Bidder to the Bank.                                                                                                                 |
| 19. | Bidder shall arrange to transfer the 7-year OEMs support to the Bank. OEM's internal systems should accommodate such a transfer from the Bidder to the Bank. In the event of malfunctioning and to get support for any of the equipment during the contract period, the Bank and it's NI should have direct access of the OEM TAC (upto highest level) for support without routing through the bidder.                                                                                                                                                       |

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| 20. | The Bidder should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the bidder.                                                                                                                                                                                                                                                                                    |
| 21. | The Bidder should inform the Bank/ Bank's NI about all release/version change of patches/ upgrades, updates for hardware/software/OS/middleware etc. as and when released by the OEM during the contract period.                                                                                                                                                                                                    |
| 22. | The product should be as per the functional & technical specifications. As the equipment is required to be deployed in the Bank's network, bidders must quote a suitable model from their product portfolio that are meant for enterprise category.                                                                                                                                                                 |
| 23. | Bidder to provide all the necessary hardware and software required to make the solution & equipment work strictly as per technical specifications mentioned in the RFP. The technical specifications specified in this document are minimum and the bidder can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations. |
| 24. | OEM, Bidder shall discuss and obtain approval from the bank for any changes in configuration of the devices (wherever applicable).                                                                                                                                                                                                                                                                                  |
| 25. | Bidder shall discuss with the Bank and the Bank's Network Integrator to finalize the configuration of the equipment as per the requirement of the Bank.                                                                                                                                                                                                                                                             |
| 26. | All necessary license(s)/E-License of the solution (both hardware and software component of proposed SDWAN solution) shall be provided to the Bank by the bidder for entire contract period.                                                                                                                                                                                                                        |
| 27. | The bidder shall specify the make and model of the equipment along with all the necessary documentation, datasheet, etc. being proposed in the bid document. The bidder shall be required to make presentation to the Bank for the proposed equipment explaining the technical specification compliance as specified in the RFP along with the network diagram and workflow as required.                            |
| 28. | During the period of contract if it is found that one or more features specified in this RFP is/are not supported, the bidder shall replace earlier supplied device as per RMA terms with a device meeting all the specifications of the RFP without any additional cost to the bank.                                                                                                                               |
| 29. | For any alert raised by the system, the Bank's team / Bank's NI support team causing impact on the application functioning, initial Root Cause Analysis (RCA) shall be submitted by OEM/bidder within six hours from the time of resolving the issue.                                                                                                                                                               |

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| 30. | Final Action Taken Report with detailed RCA should be submitted by OEM/bidder after corrective measures within 48 hours of the incident.                                                                                                                                                                                                                                                                                                                                                 |
| 31. | For any custom / ad hoc report as per the requirement of the Bank, the required development shall be done by the bidder/OEM within 7 days of request raised so that such report can be generated instantaneously to meet any further requirement.                                                                                                                                                                                                                                        |
| 32. | <p>The bidder should ensure that the highest level of support from OEM is available to the Bank throughout the contract period (e.g., platinum, premium etc.). Documentary evidence of the same should be submitted by the bidder to the Bank, which must include –</p> <ol style="list-style-type: none"> <li>1) Details of all the levels of support provided by the OEM.</li> <li>2) Copy of agreement / contract / SLA with OEM for engaging the highest level of support</li> </ol> |
| 33. | All the API integration required on OEM devices should be done by the OEM.                                                                                                                                                                                                                                                                                                                                                                                                               |

## 2. Architecture, planning and sizing of DC hardware

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p>As part of proposed SDWAN Solution, OEM should provide the following documentation:</p> <ol style="list-style-type: none"> <li>a) SDWAN Solution Design Document including HLD</li> <li>b) Implementation/migration plan</li> </ol> <p>The above mentioned documents/plan will be finalized after joint discussion with the Bank officials and NI.</p> <p>The migration, plan execution will be done after approval of the above documents from the Bank.</p> <p>Bidder has to start OEM engagement immediate after receiving of LOI/PO and has to submit initial plan within 2 weeks and final plan should be submitted within additional 2 weeks i.e. OEM has to complete this plan within 04 weeks after receiving LOI/PO.</p> |
| 2.    | On site OEM Professional Services shall be responsible for completing the migration of first 340 branches (of different categories as provided by the Bank) within 30 working days and shall prepare all necessary templates as per these different branch categories.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| 3. | <p>The responsibilities of onsite OEM professional services team, engaged for the installation and commissioning of the solution, shall include at least the below –</p> <ul style="list-style-type: none"> <li>a) Installation and configuration of all the DC components</li> <li>b) Migration of first 340 branches to SDWAN</li> <li>c) Resolution of all the issues faced during commissioning of solution or migration of first 340 branches.</li> <li>d) Submission of all the documents and SOPs as detailed in below points.</li> <li>e) Training session for migration of branches.</li> <li>f) Security clearance of the solution, implementation of SCD (secure configuration documents) etc. as per the observations given by Bank's Information Security Team.</li> </ul> <p>The OEM professional services team shall be relieved only after all the above tasks are completed.</p>                                                                                                                                                                                                                                                                                                                                                        |
| 4. | <p>All the issues during migration of 340 branches shall be resolved by OEM onsite PS team. All such issues and resolution shall also be recorded by OEM PS team and needs to be shared with the bank.</p> <p>A branch migration shall be considered as successful only when branch is operating without any issue for a period of 15 days from the date of migration.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5. | <p>Post successful migration of the first 340 branches, OEM shall submit following updated documents within 1 week to the Bank Operations team/ Bank's Network Integrator as per the required format by the Bank:</p> <ul style="list-style-type: none"> <li>a) Solution Document</li> <li>b) High Level Design</li> <li>c) Low Level Design</li> <li>e) Following SOP for branch devices, Headend and Central Orchestrator/manager/reporting tool should be provided. <ul style="list-style-type: none"> <li>a) Integration of New branch</li> <li>b) Integration of new Headend device</li> <li>c) Integration of new Central Orchestrator/manager/reporting tool</li> <li>d) Troubleshooting guide for day to day operation</li> <li>e) Template creation for different feature sets</li> <li>f) Commissioning of SDWAN solution at new data center</li> <li>g) Generation of all required reports</li> <li>h) Patch management of all SDWAN solution components</li> <li>i) Backup management of all SDWAN solution components</li> <li>j) Restoration from backup</li> <li>k) OS upgradation for all SDWAN solution components</li> <li>l) Business Continuity Plan</li> <li>m) DC/DR/Active/Standby switchover and rollback</li> </ul> </li> </ul> |



|    | n) Dashboards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. | <p>Post successful migration of the first 340 branches, OEM Professional Services will conduct a "handover workshop" with the Bank's Operations team and Bank's Network Integrator to transfer of knowledge within 2 weeks for the following:</p> <ul style="list-style-type: none"> <li>a) Explain Low Level Design and High Level Design</li> <li>b) Data center deployment</li> <li>c) auth between components like Branch to Data center, across data center, configuration synchronization etc.</li> <li>d) Explain the procedure related to all SOP</li> <li>e) Troubleshooting for day to day related issue</li> <li>f) Learning during implementation and migration</li> <li>g) Do's and Don'ts in data center and branch migration</li> <li>h) Any other additional feature available in the solution</li> </ul> <p>Any other relevant information not mentioned but applicable</p> |
| 7. | <p>The configuration in Data center devices for the migration of all the remaining branches shall be done by the bidder onsite L3 resources within 6 weeks under supervision of OEM (PS Team), after the deployment of first 340 branches by OEM PS team.</p> <p>The Downtime for the branch migration will be provided post banking hours as per the discretion of the Bank.</p> <p>The count of such on site L3 resources shall be decided by the bidder keeping in view, the timelines of migration mentioned above.</p>                                                                                                                                                                                                                                                                                                                                                                  |
| 8. | <p>All the issues during and after migration of remaining branches (migrated by bidder) shall be resolved by the bidder. If bidder is not able to resolve the issue within 30 minute then bidder shall onboard OEM PS team in remote session or telephonic call for resolving the issues, if the branch migration is not getting completed within the stipulated time. The bidder has to arrange for the necessary back to back arrangement with the OEM for PS team involvement till successful migration of all the branches.</p> <p>A branch migration shall be considered as successful only when branch is operating without any issue for a period of 15 days from the date of migration.</p>                                                                                                                                                                                          |
| 9. | <p>Any augmentation in Data Centre shall be carried out by the OEM PS team.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

### 3. Delivery of DC hardware

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | All the devices to be deployed in 4 Data Centers of the Bank must be delivered to the respective Data Centers within a period of 8 weeks from the date of placing PO /LOI.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.    | <p>Bidders should provide 42 U rack fully loaded (Rack doors should not be of glass, it should be perforated) for all data centers devices with the industry standard Power sockets, Dual Power Distribution Units (PDUs) etc. in each rack, power accessories, LIU, patch panels, check nuts, cable managers, equipment with rack mounting kit etc. to mount all components in the rack space provided in the Bank's Data Centers. Bidder may check for the compatibility of power sockets in DCs before procuring the same.</p> <p>The ownership of the rack which is proposed to be supplied by the bidder will be with the Bank. The Bank may subsequently allocate space for hosting any device.</p> |
| 3.    | Successful Bidders should maintain rack level segregation for all the headend, controller, log server and reporting tool etc. All HA components should have rack level redundancy as well in each DC, i.e., all the HA components should be placed in separate racks.                                                                                                                                                                                                                                                                                                                                                                                                                                     |

### 4. Deployment of DC hardware

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p>Bidder has to arrange for following task in all data center during deployment</p> <ol style="list-style-type: none"> <li>1) Rack unpacking &amp; Installation</li> <li>2) Device unpacking &amp; mounting in designated racks (rack space and device power will be provided by the Bank)</li> <li>3) Power On Self Test (POST) of all Data Centre devices</li> <li>4) All cabling laydown required in the Data Centre for SDWAN solution including connector, Cables, Fiber patch cord, check nuts, compatible SFP (SFP for SDWAN devices) etc. shall be provide by the bidder.</li> <li>5) Top of the Rack switch will be provided by the bank.</li> <li>6) Cabling from SDWAN devices to top of the rack switch and till core switch will be done by the bidder including uplink and downlink.</li> </ol> |

|    |                                                                                                                                                                                                                                                                                                                                                                                 |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>7) Necessary cabling inside the rack shall be done by the bidder. Power-supply requirements up to the rack will be taken care of by the Bank.</p> <p>Only Fiber cables (excluding fiber patch cords) will be provided by the bank.</p>                                                                                                                                       |
| 2. | Bidder shall engage on-site OEM Professional Services to deploy and configure all Data Centre components across all the Data Centres as specified in the technical specifications.                                                                                                                                                                                              |
| 3. | Deployment of DC hardware, OS installation, configuration, integration with different specified tools should be completed within 2 weeks after the delivery of hardware equipment.                                                                                                                                                                                              |
| 4. | OEM professional services has to make all the configuration changes as required to integrate all the DC components and 340 migrated branches of the solution with the Bank's existing and any new tool which the bank proposes to procure during the entire contract period, monitoring and security solutions such as NMS, LMS, SIEM, NTP, DNS, AD, ITSM, ITAM, IPAM, RPA etc. |

## 5. Commissioning & Acceptance of the solution

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p>Date of Installation shall be considered on the day when the below tasks are completed-</p> <ul style="list-style-type: none"> <li>• Rack mounting</li> <li>• Cabling</li> <li>• Power-ON</li> <li>• Device configuration</li> <li>• Network reachability of the device</li> </ul> <p>If there is a dependency on the Bank (certificate to be taken from the Bank), Date of Installation will be Date of Delivery plus 3 months.</p> |
| 2.    | <p>Date of Commissioning (DOC) shall be considered on the day when the below tasks are completed-</p> <ul style="list-style-type: none"> <li>• Installation and deployment of all Data Centre components.</li> <li>• Integration with all existing and required tools.</li> </ul>                                                                                                                                                       |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <ul style="list-style-type: none"> <li>Fully functional MIS, Reporting and Dashboards.</li> <li>Migration of 340 branches</li> <li>All the technical document submission mentioned under “Architecture, planning and sizing of DC hardware” point no 5</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3. | Bank will provide commissioning and acceptance report for minimum 100 branches or in multiples of 100. Bidder shall submit signed installation report from the branches/ offices/ circle ITS team for every installation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4. | <p>Acceptance of the Solution will be provided by the Bank to the bidder after migration of all the 7000 allocated branches and accomplishment of all stated below task.</p> <ul style="list-style-type: none"> <li>The bidder has to submit certificate from OEM to the Bank after thorough examination stating that all Data Center components deployment, templates created, reporting and configuration of Fifty (50) Sample Branches(given by the bank/NI) migrated by bidder are as per the OEM recommended best practices, after migration of all allocated 7000 branches.</li> <li>All the points specified in the technical specification of this RFP are matched.</li> <li>The solution shall be thoroughly tested against the following (but not limited to) set of test cases for acceptance. <ul style="list-style-type: none"> <li>I. Active-Passive failover test for all the DC components.</li> <li>II. Power failure test.</li> <li>III. Link failure test i.e., to avoid the single point of failure, the cables may be jacked out/in off the device, there should be no production impact. Howsoever, the respective alarm must be generated for the same.</li> <li>IV. Synchronization test between the HA component and geographical redundant devices.</li> <li>V. The above cases shall be tested with sample 10 branches, wherever HA is applicable.</li> <li>VI. Integration of the branch devices with the NMS, SIEM, LMS, Configuration backup tool and other tools defined in the technical specifications of RFP.</li> </ul> </li> </ul> |

## 6. Sizing of Branch hardware

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                                                                                                   |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | Based on the requirement of throughput at the branch, bidder shall segregate the branches accordingly, e.g. Branches with 50 Mbps and less, Branches with 50 Mbps to 100 Mbps and Branches with 100 Mbps to 300 Mbps and above.<br><br>Throughput in this context is defined as the combined bandwidth of all the WAN links available in the respective branch. |
| 2.    | Minimum ports required in SDWAN devices should be as defined in the Technical Specifications.                                                                                                                                                                                                                                                                   |

## 7. Delivery of branch hardware

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                                                                                                                 |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | Devices to be deployed at Branches of the Bank must be delivered to the respective Branch/designated locations within a period of 8 weeks from the date of placing PO /LOI. The address details of all such branches/locations shall be provided to the Bidder along with PO / LOI.                                                                                           |
| 2.    | The Bank will provide the count of branches having single device and dual devices working in HA to the bidder along with throughput requirement and address details. The bidder shall deliver the devices in the Branch/designated locations accordingly.                                                                                                                     |
| 3.    | Successful Bidders shall provide all the compatible equipment / accessories (like rack mounting kit, check nuts, etc.) to mount device in the existing rack space available in the Bank's branches/offices. Rack for branches / offices are already installed in the branch offices. All the accessories to be delivered along with the hardware to the respective locations. |

## 8. Installation of Branch devices

| Sr.No | Scope of Work                                                                                                    |
|-------|------------------------------------------------------------------------------------------------------------------|
| 1.    | Bidder shall be responsible for installation and migration of 340 branch devices (340 spread across 17 circles). |
| 2.    | Bidder shall migrate all 340 branches within 2 weeks after deployment of data center devices.                    |
| 3.    | The bidder's responsibilities during the installation activity shall include but not be limited to –             |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <ul style="list-style-type: none"> <li>a) Unmounting of existing device</li> <li>b) Unboxing of the delivered device</li> <li>c) Mounting of the delivered device onto the rack</li> <li>d) Required cabling activities, such as plug out from existing device, plug in to the new device, any new cabling requirement etc.</li> <li>e) Any other activities required to install the delivered device.</li> <li>f) Make the required configuration changes.</li> <li>g) Provide remote to the central team.</li> </ul> <p>Take sign off from branch/circle ITS team.</p> |
| 4. | Installation at remaining branches shall be carried out by NI team at respective locations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## 9. Resources and support

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p>This highest level of support provided to the bank should include the following –</p> <ul style="list-style-type: none"> <li>1) An onsite Technical Account Manager (TAM) of the OEM should be available in the Bank's premises for the entire contract duration on all the working days of the Bank.</li> <li>2) The TAM should be available 24x7x365 for on-call support during non-working days and hours.</li> <li>3) If the TAM resource is not available due to any reason (medical / leave etc.), a backup TAM must be made available to the Bank.</li> <li>4) All the necessary support and resources required for the fulfilment of TAM responsibilities should be included.</li> <li>5) The designated TAC team of OEM should be available for 24x7x365 support including any holidays.</li> <li>6) TAC team members should be familiar with SBI architecture and deployment. The OEM engineer who has been assigned the TAC case must be well conversant with the details of Bank's architecture and deployment so that the resolution time of the incident/ issue may be minimized.</li> <li>7) Changing over of TAC resources should be seamless both at time of ongoing TAC call as well as during replacement of resources. For e.g., if during an ongoing case, the OEM resource is changed due to shift over/ any other reason, proper handover/ KT (Knowledge Transfer) should be ensured by the existing OEM resource working</li> </ul> |

|               | on the case. There should not be any need to explain the environment details and issue details to the next engineer taking over the ownership of the case. Also, if the existing member of dedicated TAC team leaves and is replaced by another person, the knowledge transfer w.r.t. Bank's environment and deployment should be ensured by the OEM team before the engineer is assigned the responsibility of handling the TAC cases of the Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                |                                     |                                |                                     |    |         |          |         |    |          |          |         |    |          |           |         |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------|--------------------------------|-------------------------------------|----|---------|----------|---------|----|----------|----------|---------|----|----------|-----------|---------|
| 2.            | <p>The responsibilities of the TAM must include, but not be limited to, the following –</p> <ul style="list-style-type: none"><li>a) Raising a TAC case on behalf of the Bank.</li><li>b) Onboard the relevant team (TAC / engineering / R&amp;D etc.) as per requirement.</li><li>c) Getting the relevant updates / upgrades for the solution components and the required support for installation / application of the same.</li><li>d) Resolution of any VA points by way of bug fixes, security updates etc. this shall include development of any new patches / bug fixes as required.</li><li>e) OS upgradation suggestions and recommendations according to the Bank's environment.</li><li>f) Periodic assessment and suggestion regarding upgradation, mitigation of repetitive issues, possible threats, effective compliance check, better visibility and controls etc.</li><li>g) Periodic assessment and suggestion for architecture flaws should be done once every two year.</li></ul> |                                |                                     |                                |                                     |    |         |          |         |    |          |          |         |    |          |           |         |
| 3.            | <p>Response time of TAM and TAC teams shall be as per below-</p> <table><tr><th>Case Priority</th><th>First response</th><th>Workaround / corrective action</th><th>Final resolution/ Preventive action</th></tr><tr><td>P1</td><td>5 mins.</td><td>30 mins.</td><td>24 Hrs.</td></tr><tr><td>P2</td><td>15 mins.</td><td>60 mins.</td><td>48 Hrs.</td></tr><tr><td>P3</td><td>30 mins.</td><td>120 mins.</td><td>72 Hrs.</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Case Priority                  | First response                      | Workaround / corrective action | Final resolution/ Preventive action | P1 | 5 mins. | 30 mins. | 24 Hrs. | P2 | 15 mins. | 60 mins. | 48 Hrs. | P3 | 30 mins. | 120 mins. | 72 Hrs. |
| Case Priority | First response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Workaround / corrective action | Final resolution/ Preventive action |                                |                                     |    |         |          |         |    |          |          |         |    |          |           |         |
| P1            | 5 mins.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 30 mins.                       | 24 Hrs.                             |                                |                                     |    |         |          |         |    |          |          |         |    |          |           |         |
| P2            | 15 mins.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 60 mins.                       | 48 Hrs.                             |                                |                                     |    |         |          |         |    |          |          |         |    |          |           |         |
| P3            | 30 mins.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 120 mins.                      | 72 Hrs.                             |                                |                                     |    |         |          |         |    |          |          |         |    |          |           |         |
| 4.            | OEM Professional services, TAC & TAM resources should be on OEM payroll. TAM resource shall be stationed at the Bank's premises.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                |                                     |                                |                                     |    |         |          |         |    |          |          |         |    |          |           |         |
| 5.            | <p>The TAC ticket raised by the Bank through NI/ the on-site resource for the devices deployed in Data Centres and branches should be handled exclusively by the designated TAC team of the OEM.</p> <p>OEM should share dedicated extension to toll-free number (if applicable) for TAC resources.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                |                                     |                                |                                     |    |         |          |         |    |          |          |         |    |          |           |         |



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|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.  | <p>The TAC team resources being designated for the Bank should have at least 5 years of experience out of which 2 years should be in handling TAC tickets of the OEM proposed by the bidder. The corresponding documents of the TAC personnel should be shared to the Bank.</p> <p>The onsite TAM resource should have at least 5 years of experience out of which 2 years should be on the payroll of OEM proposed by the bidder. The corresponding documents of the TAM personnel should be shared to the Bank.</p>                                       |
| 7.  | <p>In case of any issue, where TAC case is required to be raised, the Bank/ NI team shall raise only a single TAC case with the corresponding SDWAN OEM. Any dependencies (such as hardware manufacturer etc.), if involved, should be taken care of by the respective SDWAN OEM and all such updates should be made available as part of the same TAC case.</p>                                                                                                                                                                                            |
| 8.  | <p>The Bidder must appoint an on-site Project Manager for supervising the installation and commissioning till acceptance of the solution. The Bidder should provide Curriculum Vitae of Project Manager that demonstrates proven experience in executing projects similar in scope and complexity. The Bank reserves the right to ask for a change in the Project Manager, depending upon qualification/ experience/ performance etc.</p> <p>The Project Manager being deputed should have academic qualifications including PMP or ITIL certification.</p> |
| 9.  | <p>Bidder will engage on-site Project Manager for OEM-related tasks including Design, Installation, Migration, Testing of Data Center and Branch devices as well as Integration with ITAM, SIEM, NOC Tools etc.</p>                                                                                                                                                                                                                                                                                                                                         |
| 10. | <p>Project Manager shall ensure that all SOPs of the Bank and OEM to be followed strictly throughout the entire project lifecycle. Project Manager shall work closely with OEM and the Bank's Project Management Team.</p>                                                                                                                                                                                                                                                                                                                                  |
| 11. | <p>Project Manager will participate in scheduled project review Meetings and Conference calls.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12. | <p>Project Manager will work with the Bank to identify and document dependencies, risks and issues associated with the project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 13. | <p>Project Manager will be responsible for conducting Business Reviews weekly to update on progress of OEM deliverables, jointly plan focus areas and deliverables for next week.</p>                                                                                                                                                                                                                                                                                                                                                                       |
| 14. | <p>Project Manager will review the equipment delivery as per bill of material against the Purchase Order issued by the Bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 15. | <p>Project Manager will jointly review the racking, stacking, cabling plan, POST, in line with OEM's best practices with the Bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16. | <p>Project manager engaged by the bidder shall be onsite till the date of solution acceptance by the bank as defined above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17. | Bidder will provide review and recommendation for unpacking and any physical movement of those equipment within and between the Data Centers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 18. | <p>The Bidder shall engage onsite L3 resident engineers such that at least one engineer is available at any point of time for 24*7*365 support. These resident engineers must have five years of experience out of which two years shall be in same OEM products only, with highest OEM corresponding certificates regarding the deployed devices.</p> <p>The corresponding documents of the L3 resident engineer should be shared to the Bank periodically or during change.</p> <p>The engineer shall continue onsite support throughout the contract period under this RFP.</p> <p>L3 resident engineer will be responsible for all technical tasks, backend support from engineering, TAC support, Professional Services team.</p> <p>If the resource provided by the bidder is unable to perform for a period of any one month, the Bank may request for change of resource with suitable replacement.</p> |
| 19. | <p>L3 resident engineer shall be responsible for-</p> <ul style="list-style-type: none"> <li>a) process management</li> <li>b) performance review</li> <li>c) periodic reviews and implementation plans</li> <li>d) preparing RCAs</li> <li>e) mitigation plan for reoccurring issues</li> <li>f) periodic and ad-hoc reports</li> <li>g) coordination with circle and department teams</li> <li>h) implementation of any adhoc requirements of the Bank</li> <li>i) support for deployment.</li> </ul> <p>any other project-related task assigned by the Bank</p>                                                                                                                                                                                                                                                                                                                                              |

## 10. Warranty & AMC

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p><b><u>On-site comprehensive warranty:</u></b> The warranty shall be on-site and comprehensive in nature and back-to-back support from the OEM. The bidder shall warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of 36 months from date of Date of Installation. Warranty period starts from the Date of Installation.</p> <p>The bidder shall provide support for Operating Systems and other preinstalled software during the warranty period of the hardware on which this software &amp; operating system will be installed.</p> <p>The bidder shall repair or replace the worn out or defective parts including any auxiliary component/equipment at their own cost including the cost of transport.</p>                                                                               |
| 2.    | <p><b><u>AMC (Annual Maintenance Contract):</u></b> The AMC would be on-site and comprehensive in nature and back-to-back support from the OEM.</p> <p>The bidder shall warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of 48 months from date of expiration of the warranty.</p> <p>AMC support, terms and condition will be same as warranty support, terms and condition during entire contract period even if it extends beyond 7 years.</p> <p>The Warranty, ATS, SA, AMC should have back to back OEM Premium (Highest level) active support and supporting documents for the same should be provided for releasing of respective payments. Further, all the obligations of the warranties should be covered under the AMC/ ATS including replacement of the items &amp; its parts.</p> |

## 11. Spares and RMA

| Sr.No | Scope of Work (For Data Centers)                                                                                                                                                                                                                                                                                                        |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p>Bidder shall provide at least 1 spare (Cold standby) head-end device (excluding the HA devices in production) in store area of each Data Centre of the Bank. Spare devices for controller/ orchestrator, reporting servers etc may be kept at Bidder's premises as required to meet SLA without any additional cost to the Bank.</p> |

|    |                                                                                                                                              |
|----|----------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | RMA of device (Brand New) should arrive within 4 hour at the respective Data Centre irrespective of day and time including holidays 24x7x365 |
| 3. | Timelines for any such incident shall start from the time when the Bank / the Bank's NI informs either the Bidder or OEM                     |

| Sr.No                              | Scope of Work (For Branch Devices)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |              |                               |        |                                    |        |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|-------------------------------|--------|------------------------------------|--------|
| 1.                                 | Bidder shall provide 20 spare hardware per circle (Total 340 = 17*20), at no additional cost to the Bank. These devices will be placed at respective LHOs/RBOs as per the Bank's decision. At present, there 17 LHOs of the Bank, where the spare devices will be kept. The address details of all such locations will be provided to the Bidder by the Bank at the time of placing PO / LOI.                                                                                                                                                                                                                                                                                                                                |          |              |                               |        |                                    |        |
| 2.                                 | <p>Faulty devices shall be replaced and the stock replenished through RMA process from the respective stocking location (RBOs / LHOs / AOs) as per the below table irrespective of day and time.</p> <table border="1"> <thead> <tr> <th>Location</th><th>RMA duration</th></tr> </thead> <tbody> <tr> <td>RBOs in Metro and urban areas</td><td>24 Hrs</td></tr> <tr> <td>RBOs in Semi-urban and rural areas</td><td>48 Hrs</td></tr> </tbody> </table> <p>The responsibility of collecting the faulty device from stocking location and delivering the new device to the stocking location shall lie entirely with the Bidder including packing and transportation, for which no extra cost shall be paid by the Bank.</p> | Location | RMA duration | RBOs in Metro and urban areas | 24 Hrs | RBOs in Semi-urban and rural areas | 48 Hrs |
| Location                           | RMA duration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |              |                               |        |                                    |        |
| RBOs in Metro and urban areas      | 24 Hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |              |                               |        |                                    |        |
| RBOs in Semi-urban and rural areas | 48 Hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |              |                               |        |                                    |        |

## 12. Training and Certification

| Sr.No | Scope of Work                                                                                                                                                                                                                                                                               |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | The bidder shall ensure comprehensive training and certifications to be conducted by the OEM for 60 Bank officials within two years.                                                                                                                                                        |
| 2.    | OEM to conduct refresher course for which content should be revised in accordance with the latest SDWAN technologies and trends.                                                                                                                                                            |
| 3.    | The necessary study material for training and certifications shall be arranged by the bidder, which shall be inclusive of exam fees to the designated Bank staff. The Bidder shall bear all necessary expenses for certifications to the Bank staff without any extra cost to the Bank. The |

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|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | bidder shall provide all necessary means and expenses for SDWAN certifications (up to Expert level) to the Bank staff without any extra cost to the Bank.                                                                                                                                                                                       |
| 4.  | The following arrangements shall be done by the bidder at their own expenses without any extra cost to The Bank.                                                                                                                                                                                                                                |
| 5.  | The bidder shall provide a comprehensive training plan from Basic level up to Expert level (Highest). This should include all relevant study materials, lab access, etc. to carry out the training for the designated Bank and NI officials.                                                                                                    |
| 6.  | The bidder shall ensure that training shall be offline (in-person) and shall be conducted on OEM's premises (in India) includes hands-on training session and labs along with theoretical sessions. If OEM's premises are not available in India, then a suitable place shall be ar-ranged by the Bidder in India after consultation with Bank. |
| 7.  | The bidder shall ensure that training session should be conducted by OEM certified professional trainer / professional services resource.                                                                                                                                                                                                       |
| 8.  | The Bank shall inform the details of the Bank officials to be trained in the SDWAN technologies. The Bank will designate up to 60 Bank officials during the whole contract period. OEM to provide training and certification.                                                                                                                   |
| 9.  | Number of attendees for each training session shall be advised by the Bank, which shall be 15 (minimum)-20 (maximum) attendees.                                                                                                                                                                                                                 |
| 10. | Cost of training material, trainer fees, accommodation and travel of trainer, training site and certification cost etc. shall be borne by the Bidder.                                                                                                                                                                                           |
| 11. | Cost of travel and accommodation of Bank officials shall be borne by the Bank.                                                                                                                                                                                                                                                                  |

### 13. Technical Evaluation:

| S.No. | Scope of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p>All the bidders are required to conduct PoC during the Technical Evaluation phase as per discretion of the Bank for demonstrating all technical and functional compliance as specified in the RFP without any additional cost to the Bank.</p> <p>In case the Bank decides not to conduct the PoC within the premises of the Bank, the bidder shall be required to arrange for presentation and demonstration of the features for the quoted models in premises of any of the existing customers of the OEM. Appropriate permissions as required shall be arranged by the Bidder/OEM.</p> <p>All such permissions must be made available within 1 week from the end date of submission of technical bid. If the bidder expects that arranging the required permissions may take longer than one week, the Bidder may initiate the required process well in advance, so as to meet the timelines defined above.</p>                                                                                                                                                                                                                                                                                                                                                                   |
| 2.    | <p>The PoC conducted will be deemed as a failure when the solution proposed by the bidder is not in accordance with any of these major SDWAN functionalities required as per this RFP clauses and mentioned below. The detailed technical requirements are in the Technical Specifications section of this RFP.</p> <ol style="list-style-type: none"> <li>Branches can utilize both primary and secondary WAN links simultaneously.</li> <li>Application-wise traffic routing can be configured.</li> <li>Load-balancing mechanism ( Packet, Session based)</li> <li>Quality of Service (QoS) can be implemented at the Data Center device and branches without any dependency on the service provider.</li> <li>Vulnerability Assessment (VAs) and Secured Configuration Documents (SCDs) can be implemented from the central site.</li> <li>Latency, packet loss, and jitter can be monitored and auto switching to and from one to another link based on SLA violation.</li> <li>Asymmetric (origination and return path are not same) traffic flow can be avoided.</li> <li>A centralized dashboard should be available for monitoring, command &amp; control and management of alerts.</li> <li>Integration with different reporting, monitoring, ticketing etc. tools</li> </ol> |
| 3.    | <p>The bidder must be able to demonstrate all the major functionalities asked in the RFP in the deployed customers' environment only. Preferably the features must be demonstrated at a single customer premises.</p> <p>If any demonstration asked by the Bank should be demonstrated in OEM's LAB environment then OEM/Bidder should arrange the same within a week during evaluation phase of the RFP. Lab environment topology must be setup as advised by the Bank for the purpose.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4.    | <p>In the event of the failure of the Proof of Concept, demonstration, the bid submitted by such bidder shall not be considered for any further bid evaluation and will be rejected.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | Since the PoC does not cover the challenges of the scale, environment and customization as per the production requirement and hence the same shall not be treated as the full-fledged final product.<br>The Bank will keep evaluating the products and solution with respect to RFP requirement during entire commissioning phase and till the acceptance of the solution.                                                                                                                                                                                                                                                                                                                                                                              |
| 6. | Intimation of date for testing, presentation and demonstration will be conveyed to the eligible bidders by email after bid submission as mentioned in the schedule of events.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7. | During PoC in the bank environment, the bidder's technical resources (along with at least one technical representative of the OEM) shall be responsible for carrying out the testing of the equipment by undertaking activities including (but not limited to) the following: <ul style="list-style-type: none"> <li>(i) Provisioning and delivery of the equipment at the test location,</li> <li>(ii) Configuration of the equipment,</li> <li>(iii) Demonstration and evaluation of product features as per the technical/functional requirements specified</li> <li>(iv) Preparation and submission of test report with supporting screenshots, datasheet, explanation etc. as desired by the Bank in coordination with The Bank's team.</li> </ul> |
| 8. | Successful Proof of Concept, demonstration etc. will be one of the mandatory criteria for further participation of the bidder in the RFP process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

#### **14. PAYMENT SCHEDULE:**

| S.No | Breakup of payment                                                                                          | Timelines                                                                 | Payment terms                             |
|------|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------|
| 1    | Delivery of hardware and software/licences                                                                  | 8 weeks from the date of acceptance of PO                                 | 50 % of the Cost of Hardware and Software |
| 2    | Installation                                                                                                | On Installation                                                           | 10% of the Cost of Hardware and Software  |
| 3    | Commissioning                                                                                               | On Commissioning, Configuration                                           | 10% of the Cost of Hardware and Software  |
| 4    | Acceptance of the solution                                                                                  | Migration, testing and fine-tuning of all the devices under respective PO | 10% of the Cost of Hardware and Software  |
| 5    | Closure of all security observation given by the Bank Information Security team till acceptance of solution |                                                                           | 10% of the Cost of Hardware and Software  |



|   |                                          |                                               |                                                               |
|---|------------------------------------------|-----------------------------------------------|---------------------------------------------------------------|
| 6 | Training and Certification               | As and when conducted                         | On completion of training and certification                   |
| 7 | 10% of the Cost of Hardware and Software |                                               | On the date of completion of warranty and submission of bills |
| 8 | Manpower Resources                       | For whole contract period                     | Quarterly in arrears                                          |
| 9 | AMC                                      | From 4 <sup>th</sup> to 7 <sup>th</sup> years | Quarterly in arrears                                          |

## Appendix-F

### Indicative Price Bid

**Note:** Suitable information should be sought in Indicative Price Bid. An example of Indicative Price Bid format is placed below for guidance.

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

**Name of the Bidder:**

**Branch devices**

| Sr. No.                                  | Item                                                                                                                                                                                                  | Quantity | Rate per item (X) | Amount in Rs. | Proportion to Total Cost of A (in %age) # |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------|---------------|-------------------------------------------|
| 1                                        | 50 Mbps throughput device including license for 7 years                                                                                                                                               | 6974     |                   |               |                                           |
| 2                                        | 100 Mbps throughput device including license for 7 years                                                                                                                                              | 21       | 1.3X              |               |                                           |
| 3                                        | 500 Mbps throughput device including license for 7 years (including HA)                                                                                                                               | 6        | 2X                |               |                                           |
| 4                                        | 1 Gbps throughput device including license for 7 years (including HA)                                                                                                                                 | 2        | 3X                |               |                                           |
| 5                                        | 10 Gbps throughput device including license for 7 years (including HA)                                                                                                                                | 2        | 4X                |               |                                           |
| 6                                        | Installation/ Commissioning of 340 branches given by the Bank                                                                                                                                         |          |                   |               |                                           |
| 7                                        | Comprehensive warranty for Products mentioned in items 1 to 5 above for 3 years from the go live date.                                                                                                |          |                   |               |                                           |
| 8                                        | Comprehensive annual maintenance for Products mentioned above for 4 years, after the end of comprehensive warranty.<br><br>(This cost should be in the range of 8% to 12 % p.a. of the Product cost.) |          |                   |               |                                           |
| <b>Sub-Total (1+2+3+4+5+6+7+8) = 'A'</b> |                                                                                                                                                                                                       |          |                   |               |                                           |

**Note:**

- “X” is basic cost of the branch device which is referenced in above table
- The coefficient factors mentioned in point no 2, 3, 4, 5 is the maximum amount they quote for the respective items

**Data Centre Devices (Y)**

| Sr. No.                   | Item<br>(Sizing of the DC devices should be done accordingly by the bidder and quantity as per the technical specifications and rates should be mentioned in this table, Including license if any applicable for entire contract period) | Quantity | Rate per item | Total Quote (INR) | Proportion to Total Cost of B (in %age) # |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|-------------------|-------------------------------------------|
| i                         | Head End device                                                                                                                                                                                                                          |          |               |                   |                                           |
| ii                        | Controller / Orchestrator                                                                                                                                                                                                                |          |               |                   |                                           |
| iii                       | Log server                                                                                                                                                                                                                               |          |               |                   |                                           |
| iv                        | Dashboard/ Monitoring/ Reporting/ Alerting server                                                                                                                                                                                        |          |               |                   |                                           |
| 1                         | Sub-Total (i+ii+iii+iv)                                                                                                                                                                                                                  |          |               |                   |                                           |
| 2.                        | Central devices Installation/ Commissioning/configuration for all 7000 branches                                                                                                                                                          |          |               |                   |                                           |
| 3.                        | Comprehensive warranty for Products mentioned in item 1 (i + ii + iii + iv) above for 3 years from the go live date.                                                                                                                     |          |               |                   |                                           |
| 4.                        | Comprehensive annual maintenance for Products mentioned above for 4 years, after the end of comprehensive warranty.<br><br>(This cost should be in the range of 8% to 12 % p.a. of the Product cost.)                                    |          |               |                   |                                           |
| Sub-Total (1+2+3+4) = ‘B’ |                                                                                                                                                                                                                                          |          |               |                   |                                           |

Note: Quantity for clause no i,ii,iii,iv are mentioned and explained under technical specification of this RFP

### Training and Certification

| Sr. No.              | Item                                                                                  | Quote (INR) | Proportion to Total Cost 'C' (in %age) # |
|----------------------|---------------------------------------------------------------------------------------|-------------|------------------------------------------|
| 1.                   | Training and Certification (from OEM) per batch as stated in technical specifications |             |                                          |
| <b>Sub-Total 'C'</b> |                                                                                       |             |                                          |

**Note:** Details are mentioned under scope of work of this RFP

### Support

| Sr. No.              | Item                           | Quote (INR) | Proportion to Total Cost 'D' (in %age) # |
|----------------------|--------------------------------|-------------|------------------------------------------|
| 1.                   | TAM (per person)               |             |                                          |
| 2.                   | Resident engineer (per person) |             |                                          |
| <b>Sub-Total 'D'</b> |                                |             |                                          |

### Summary of Indicative Quote:

| Particulars                                 | Quote (INR) | Proportion to Total Cost of 'E' (in %age) # |
|---------------------------------------------|-------------|---------------------------------------------|
| Branch Device -- (Sub-Total 'A' above)      |             |                                             |
| Data Centre Device -- (Sub-Total 'B' above) |             |                                             |
| Training-- (Sub-Total 'C' above)            |             |                                             |
| Support -- (Sub-Total 'D' above)            |             |                                             |
| <b>Grand Total (A + B + C + D) = (E) *</b>  |             |                                             |

# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful 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)/Total Project Cost and should be quoted in the reverse auction.

### Breakup of Taxes and Duties

| Sr. No.            | Name of activity/Services | Tax 1               | Tax 2 | Tax 3 |
|--------------------|---------------------------|---------------------|-------|-------|
|                    |                           | Mention Name of Tax |       |       |
|                    |                           | GST%                |       |       |
| 1.                 |                           |                     |       |       |
| 2.                 |                           |                     |       |       |
| 3.                 |                           |                     |       |       |
| 4.                 |                           |                     |       |       |
|                    |                           |                     |       |       |
|                    |                           |                     |       |       |
|                    |                           |                     |       |       |
| <b>Grand Total</b> |                           |                     |       |       |

The different rates for the components are due to the variety of the device. Eg: P is the basic cost of the SDWAN device proposed at branch with total WAN throughput 16 Mbps. For the various throughput slabs multiplication factor is defined

**Name & Signature of authorised signatory**  
**Seal of Company**

### Illustration

| Particulars                      | Indicative Price Bid Quote (INR) | Proportion to Total Cost 'E' (in %age) of indicative price bid | Final Price (INR) in reverse auction | Minimum final price should not be below (INR) | Maximum final price should not exceed (INR) |
|----------------------------------|----------------------------------|----------------------------------------------------------------|--------------------------------------|-----------------------------------------------|---------------------------------------------|
| 1                                | 2                                | 3                                                              | 4*                                   | 5<br>(95% of 4)                               | 6<br>(105% of 4)                            |
| A                                | 25                               | 13.16                                                          | 9.87                                 | 9.38                                          | 10.36                                       |
| B                                | 50                               | 26.32                                                          | 19.74                                | 18.75                                         | 20.72                                       |
| C                                | 75                               | 39.47                                                          | 29.60                                | 28.13                                         | 31.09                                       |
| D                                | 40                               | 21.05                                                          | 15.79                                | 15.00                                         | 16.58                                       |
| <b>Grand Total (A+B+C+D) = E</b> | <b>190</b>                       | <b>100</b>                                                     | <b>75</b>                            |                                               |                                             |

\* Ideal final price break up based on the final price of INR 75 quoted in the reverse auction

**Appendix–G**

**Undertaking of Authenticity**

To:

(Name and address of Procuring Office)

**Sub: Undertaking of Authenticity for supplied Product(s)**

**Ref: RFP No. SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023**

With reference to the Product being quoted to you vide our Bid No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

2. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

3. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

4. In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

5. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 202

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of  
\_\_\_\_\_



**Appendix- H**

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:

(Name and address of Procuring Office)

Dear Sir:

**Ref: RFP No. SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023**

We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Authorised Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above RFP.

2. We hereby extend our full warranty for the Products and services offered by the above ABP against the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the ABP:

- (a) Such Products as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and
- (b) In the event of termination of production of such Products:
  - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Products, if requested.

4. We duly authorise the said ABP to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

5. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.

Yours faithfully,

(Name of Manufacturer /

Producer)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

**Appendix- I**

**Certificate of Local Content**

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**RFP Ref.: SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023**

This is to certify that proposed \_\_\_\_\_ <details of services> is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

**Signature of Statutory Auditor/Cost Auditor**  
**Registration Number:**  
**Seal**

**Counter-signed:**

**Bidder**

**OEM**

<Certified copy of Board Resolution for appointment of statutory/ cost auditor should also be enclosed with the certificate of local content.>

**OR**

**Format for Self-Certification of Local Content**

Date:

To,

---

---

---

Dear Sir,

**Ref.: RFP No. : SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023**

This is to certify that proposed \_\_\_\_\_ < details of services > is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

2. The details of location(s) at which the local value addition is made are as under:

| SI No | Product details | Name of place |
|-------|-----------------|---------------|
| 1     |                 |               |
| 2     |                 |               |

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

**Signature of authorised official**

**Name:**

**Company seal:**

**Appendix-J**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023** including its corrigenda, if any.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. 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 Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

\_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

5. 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 WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf 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 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 notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding 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 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.
- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_/- (Rs. \_\_\_\_\_only)
- ii. This Bank Guarantee shall be valid upto\_\_\_\_\_
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

\_\_\_\_\_  
**Authorised official**



**Appendix-K**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE HARDWARE / SOFTWARE / SERVICES**

Date:

M/s.-----

-----

Sub: Certificate of delivery, installation and commissioning

1. This is to certify that the Products as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) PO No. . \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the Product \_\_\_\_\_

(c) Quantity \_\_\_\_\_

(d) Date of receipt of the Product(s) at site \_\_\_\_\_

(e) Date of installation \_\_\_\_\_

(f) Date of commissioning \_\_\_\_\_

2. Details of Products not yet supplied and recoveries to be made on that account:

| <u>S.No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|--------------|--------------------|-------------------------------|
|--------------|--------------------|-------------------------------|

3. The installation and commissioning have been done to our entire satisfaction and the Bank's staff have been trained to operate the Product.

4. Service Provider has fulfilled his contractual obligations satisfactorily.

or

Service Provider has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products is given under Para No.2 above.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\_\_\_\_\_

## **Appendix–L**

### **Other Terms and Penalties**

1. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. 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.
2. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier.
3. On-site comprehensive warranty and AMC: The warranty and AMC would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a specified warranty period. Vendor will provide support for operating systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
4. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs services:
  - (a) Vendor shall rectify any defects, faults and failures in the branch device equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all days. In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor 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 its premises.

(b) Vendor shall rectify any defects, faults and failures in the data centers equipment and shall repair/replace worn out or defective parts of the equipment 24\*7\*365. In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor 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 its premises.

(c) For purpose of calculating penalty, uptime is calculated as under :

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{100}$$

Sum of total hours during the month

Total hours during the month = No. of working days x \_\_\_\_ hours

(d) Penalties for SLA uptime of solution (monthly) shall be as under;

| S. No. | Uptime Range                           | Penalty                                                                                                                                                                   |
|--------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | 100%                                   | Nil                                                                                                                                                                       |
| 2.     | If uptime is <100% and up to 99.99%,   | Rs. 5,00,000/-                                                                                                                                                            |
| 3.     | If uptime is <99.99% and up to 99.95%, | Rs.10,00,000/-                                                                                                                                                            |
| 4.     | If uptime is <99.95% and up to 99.90%, | Rs.15,00,000/-                                                                                                                                                            |
| 5.     | If uptime is <99.90                    | Rs.20,00,000/- + Rs. 5,00,000/- for every additional downtime of 0.05%. Bank may also invoke the PBG and/or terminate the contract and/or take any other suitable action. |

(e) Penalties for SLA uptime of data center devices (monthly) shall be as under;

| S. No. | Uptime (Per device)                                                                                                                                                                                              | Penalty per device       |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|        | <b>Note: Per device uptime penalty shall be levied even if redundant device/devices installed in pair (High Availability /Active-passive) is working fine and there is no impact on the application traffic.</b> |                          |
| 1.     | 99.4% and above per device                                                                                                                                                                                       | Nil                      |
| 2.     | If uptime is <99.4% and up to 99.3%,                                                                                                                                                                             | Rs.10,000/- per device   |
| 3.     | If uptime is <99.3% and up to 99.2%,                                                                                                                                                                             | Rs.15,000/- per device   |
| 4.     | If uptime is <99.2% and up to 99.1%,                                                                                                                                                                             | Rs.20,000/- per device   |
| 5.     | If uptime is <99.1% and up to 99.0%,                                                                                                                                                                             | Rs.25,000/- per device   |
| 6.     | If uptime is <99.0% and up to 98.8%,                                                                                                                                                                             | Rs.50,000/- per device   |
| 7.     | If uptime is <98.8% and up to 98.6%,                                                                                                                                                                             | Rs.75,000/- per device   |
| 8.     | If uptime is <98.6% and below                                                                                                                                                                                    | Rs.1,00,000/- per device |

(f) Penalties for SLA uptime of branch devices (Quarterly) shall be as under;

| S. No. | Uptime (Per device)                                                                                                                           | Penalty per device |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|        | <b>Note: Per device uptime penalty shall be levied even if redundant device/devices installed in pair (High Availability /Active-passive)</b> |                    |

|    |                                                                           |                      |
|----|---------------------------------------------------------------------------|----------------------|
|    | <b>is working fine and there is no impact on the application traffic.</b> |                      |
| 1. | 99.5% and above per device                                                | Nil                  |
| 2. | If uptime is <99.5% and up to 99.3%,                                      | Rs. 500/- per device |
| 3. | If uptime is <99.3% and up to 99.1%,                                      | Rs.1000/- per device |
| 4. | If uptime is <99.1% and up to 99.0%,                                      | Rs.1500/- per device |
| 5. | If uptime is <99.0% and below                                             | Rs.2000/- per device |

- (g) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the Equipment or any part thereof, during Contract period, not more than four occasions in preceding 180 days, it shall be replaced by equivalent/ superior new Equipment or part thereof by Vendor immediately at free of cost during warranty and AMC period.
- (h) All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the Bank.
- (i) Qualified maintenance engineers totally familiar with the Equipment shall perform all repairs and maintenance service described herein.
- (j) 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. 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.
- (k) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
5. Any worn or defective parts withdrawn from the Equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced,

the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.

6. Subject to the security requirement, 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 RFP.
7. If Bank desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
8. The 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 RFP.
9. Future additions of Hardware / Software:
  - (a) The Bank would have the right to:
    - i. Shift supplied systems to an alternative site of its choice.
    - ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
    - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase Vendor cost of performing repair and maintenance service.

- (b) The warranty terms would not be considered as violated if any of 10(a) above takes place. Should there be a fault in the operations of the system, Vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.



| S. No. | Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Penalty                                                                                                                                 |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | <p>During the contract period bank will conduct security review of the device and associated observation need to be closed by bidder/OEM. In case, closure of security observation on the deployed device need upgrade/ replace then bidder will do so without any additional cost to the bank within 3 months of reporting such observations with bidder/OEM.</p> <p>Note: The replacement device should have all the feature and functionality asked in this RFP.</p> | Device replacement delayed beyond 3 months shall be liable for penalty of 2% of device cost as per PO, per every month or part thereof. |
| 2.     | The Bidder should inform the Bank/ Bank's NI about all release/version change of patches/ upgrades, updates for hardware/software/OS/middleware etc. as and when released by the OEM during the contract period within 2 weeks.                                                                                                                                                                                                                                         | Beyond 2 weeks a penalty of Rs 10,000/- per every week or part thereof.                                                                 |
| 3.     | Initial Root Cause Analysis (RCA) and Action taken report for Data Centre devices shall be submitted by OEM/bidder within 6 hours from the time of resolving the issue                                                                                                                                                                                                                                                                                                  | Beyond 6 hours a penalty of Rs 3,000/- per every hour or part thereof.                                                                  |
| 4.     | Initial Root Cause Analysis (RCA) and Action Taken report for branch end devices shall be submitted by OEM/bidder within one day from the time of resolving the issue.                                                                                                                                                                                                                                                                                                  | Beyond 1 day a penalty of Rs 500/- per every day or part thereof.                                                                       |
| 5.     | For any custom / ad hoc report as per the requirement of the Bank, the required development shall be done by the bidder/OEM within 7 days of request raised so that such report can be generated instantaneously to meet any further requirement.                                                                                                                                                                                                                       | Beyond 1 week a penalty of Rs 1000/- per every week or part thereof.                                                                    |

|    |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                              |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. | OEM Professional Services will conduct a "handover workshop" with the Bank's Operations team and Bank's Network Integrator to transfer of knowledge within 2 weeks.                                               | Beyond 2 weeks a penalty of Rs 10,000/- per every week or part thereof.                                                                                                                                                                                                                                                      |
| 7. | During branch migration PS team should be onboarded in remote session or telephonic call within 30 minutes for resolving the issues, if the branch migration is not getting completed within the stipulated time. | Beyond 30 minutes a penalty of Rs 10,000/- per every 30 min or part thereof.                                                                                                                                                                                                                                                 |
| 8. | Absence of any onsite OEM/Bidder resource without any replacement.                                                                                                                                                | 2x costing quoted for each resource per day                                                                                                                                                                                                                                                                                  |
| 9. | Delay in RMA replacement.                                                                                                                                                                                         | <p>For DC devices:</p> <p>Beyond 4 Hours a penalty of Rs 1,00,000/- per every 2 hours or part thereof</p> <p>For Branch devices:</p> <p>Beyond 24/48 hours (Based on the class of city and associated RMA timeline in scope of work) a penalty of Rs 2,000/- per every 24 hours or part thereof as applicable for 24/48.</p> |

|     |                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                 |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | Devices to be deployed at Branches and DC of the Bank must be delivered to the respective Branch/designated locations within a period of 8 weeks from the date of placing PO /LOI.                             | Beyond 8 weeks a penalty of 1% of the device cost quoted in RFP per every week or part thereof.                                                                                                                                                                                                                                 |
| 11. | Vulnerability Category: Timeline for workaround :Timeline for closure<br>Critical: 24 Hrs.: 7 days<br>High: 48 Hrs. :15 days<br>Medium: 72 Hrs. :30 days<br>Low: 96 Hrs.: 90 days                              | Delay in work around (per quarterly VA report submitted): Penalty amount will be Rs. 500/- per 24 hours and part thereof. Maximum Penalty Rs. 2,00,000.<br><br>Delay in Closure (per quarterly VA report submitted): Penalty amount will be Rs. 1,000 per 7 days and part thereof. Maximum amount will be Rs. 2,00,000.         |
| 12. | Case Priority: First response :<br>Workaround / corrective action: Final resolution/ Preventive action<br>P1: 5 mins.: 30 mins.: 24 Hrs.<br>P2:15 mins.: 60 mins.: 48 Hrs.<br>P3: 30 mins.: 120 mins.: 72 Hrs. | Delay in first response or workaround time (per case): Penalty amount will be Rs. 2,000 per additional 15 minutes and part thereof. Maximum will be Rs. 1,00,000.<br><br>Delay in Final resolution (per case): Penalty amount will be Rs. 5,000 per additional 24 hours and part thereof. Maximum penalty will be Rs. 2,00,000. |

**Note :**

The cap of 20 percentage penalty of the Total Purchase Order will be applied for a sum of penalties calculated under various heads mentioned above. This cap includes the deductions of the total value of the services not provided. For example:

**Scenario 1-** As per SOW, the bidder is supposed to provide, say, a,b,c,d,e and f services. The bidder has provided services for a,b,c and d with some deficiency in the services. Whereas in case e and f, he has not at all provided any service. In this case, the capping applies to total amount payable a,b,c,d,e and f services.

**Scenario 2-As per SOW, the bidder is supposed to provide, say, a,b,c,d,e and f services. The bidder has provided services for a,b,c and d without any deficiency in the services. Whereas in case e and f, he has not at all provided any service. In this case also, the capping applies to total amount payable a,b,c,d,e and f services.**

**Appendix–M**

**Service Level Agreement**

**AGREEMENT FOR \_\_\_\_\_** <sup>1</sup>

**BETWEEN**

**STATE BANK OF INDIA, \_\_\_\_\_** <sup>2</sup>

**AND**

\_\_\_\_\_ <sup>3</sup>

**Date of Commencement : \_\_\_\_\_** <sup>4</sup>

**Date of Expiry : \_\_\_\_\_**

<sup>1</sup> Type/nature/name of Agreement.

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

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

<sup>4</sup> Effective Date from which the Agreement will be operative.

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## AGREEMENT

This agreement ("Agreement") is made on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Between

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

\_\_\_\_\_, a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~ having its registered office at \_\_\_\_\_ hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and Service Provider are sometimes individually referred to as a "**Party**" and collectively as "**Parties**" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

## RECITALS

### WHEREAS

- (i) The Bank is carrying on business in banking in India and overseas and is desirous of availing services for \_\_\_\_\_;<sup>5</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) 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. **SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023** issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this 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 as follows:

## 1 DEFINITIONS & INTERPRETATIONS

1.1 **Capitalised Terms** : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement<sup>6</sup>:

1.1.1 **“The Bank”** shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. < *Strike of whichever is not applicable* >

1.1.2 **“Confidential Information”** shall have the meaning set forth in Clause 7.

<sup>5</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

<sup>6</sup> Please define the necessary terms, properly.



- 1.1.3 **“Deficiencies”** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.4 **“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).
- 1.1.5 **“Project Cost”** means the price payable to Service Provider over the entire period of Agreement (*i.e. Rs. \_\_\_\_\_ <in words>*) for the full and proper performance of its contractual obligations.
- 1.1.6 **“Request for Proposal (RFP)”** shall mean RFP NO. **SBI/GITC/NW&C/2023-24/1065 dated 22.11.2023** along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.7 **“Service”** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of Service Provider covered under the Agreement.

**1.2 Interpretations:**

- 1.2.1 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).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 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.

- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 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.
- 1.2.7 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.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 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 industry practices.

## **2 COMMENCEMENT & TERM**

- 2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (**Effective Date**).
- 2.2 This Agreement shall be in force for a period of \_\_\_\_\_ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 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 same terms and conditions.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

## **3 SCOPE OF SERVICES**

3.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is as follows:<sup>7</sup>

3.1.1 \_\_\_\_\_

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

3.1.4 \_\_\_\_\_

#### **4 REPRESENTATIONS AND WARRANTIES**

4.1 Each of the Parties represents and warrants in relation to itself to the other that:

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

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<sup>7</sup> The Agreement should clearly define what services are to be availed/ activities are to be outsourced including appropriate service and performance standards. Please use separate Annexure/ Schedule, if required for specifying the detailed work flow and details of Services/ tasks to be undertaken by Service Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance testing, maintenance, warranty, etc.

4.1.5 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.

**4.2 Additional Representation and Warranties by Service Provider**

4.2.1 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.

4.2.2 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.

4.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.

4.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services provided by 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.

4.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by 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 Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

4.2.6 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

4.2.7 \_\_\_\_\_<sup>8</sup>

## **5 RESPONSIBILITIES OF THE BANK**

5.1 Processing and authorising invoices

5.2 Approval of information

5.3 \_\_\_\_\_<sup>9</sup>

## **6 RESPONSIBILITIES OF SERVICE PROVIDER**

6.1 Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

6.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.

6.3 Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) 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.

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<sup>8</sup> Please provide the details, if any in respect of the additional representation and warranties by Service Provider.

<sup>9</sup> Please provide the responsibilities / duties of the Bank which are not covered elsewhere, depending upon the nature of Services.

6.4 \_\_\_\_\_<sup>10</sup>

## **7 CONFIDENTIALITY**

- 7.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.
- 7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
- 7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- 7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- 7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and

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<sup>10</sup> Please provide the responsibilities /duties of Service Provider which are not covered elsewhere, depending upon the nature of Services.

those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement; (ii) were in its possession on a non-confidential basis prior to the date hereof; (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information; or (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

7.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal



compliance procedures, provided such copies being held and kept confidential.

- 7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 7.3 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 7.4 Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, 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 Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 7.5 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.
- 7.6 Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 7.7 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided



Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **8 RELATIONSHIP BETWEEN THE PARTIES**

- 8.1 It is specifically agreed that 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.
- 8.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 8.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 8.4 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.
- 8.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accident occurred due to gross negligent act of the Party in whose premises accident occurred.
- 8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **9 SUB-CONTRACTING**

As per the scope of this Agreement sub-contracting is not permitted.

< In case of Sub-Contracting (If allowed by the Bank), the Service Provider shall provide the complete details of Services sub-contracted by it Including the details of sub-contractor(s) and/or its agent to the Bank as and when requested. STRIKE OFF, IF NOT APLICABLE>

## 10 LIQUIDATED DAMAGES

If Service Provider fails to deliver product and/or 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.

## 11 BANK GUARANTEE & PENALTY

- 11.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of \_\_\_\_\_year(s) \_\_\_\_\_month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 11.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 11.3 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>11</sup> specified in this Agreement.
- 11.4 Subject to clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 11.5 If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall

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<sup>11</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

- 11.6 Service Provider shall be liable to pay penalty at the rate mentioned below in Annexure 'A' in respect of any delay beyond the permitted period in providing the Services.
- 11.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the Contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

## **12 FORCE MAJEURE**

- 12.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 12.2 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, acts of Government in their sovereign capacity, impeding reasonable performance of the Contractor 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.
- 12.3 If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.4 If the event of Force Majeure continues beyond 30 (thirty) days, either Party shall have the right to terminate this 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 Agreement 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.

### **13 INSPECTION AND AUDIT**

13.1 It is agreed by and between the Parties that Service Provider be subject to annual audit by internal/external 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 Service Provider shall submit such certification by such Auditors to the Bank. 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 Service Provider. 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by 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 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 (ies). The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).
- 13.4 Service Provider shall grants unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

#### **14 FEES, TAXES DUTIES & PAYMENTS**

- 14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. 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 Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

14.1.1 \_\_\_\_\_<sup>12</sup>

14.1.2 \_\_\_\_\_

- 14.2 All duties and taxes (excluding<sup>13</sup>\_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses,

<sup>12</sup> Please provide the payment details.

<sup>13</sup> Please determine the applicability of the taxes.

stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

#### 14.3 Payments

14.3.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

14.3.2 The Bank may withhold payment of any product/services that it disputes in good faith, and may set-off penalty amount or any other amount which Service provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

#### 15 GENERAL INDEMNITY

15.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or

sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

15.2.1 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

15.2.2 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

## 16 TERMINATION



16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the RFP;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and subject to clause 17 Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.



- 16.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :
- 16.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- 16.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 16.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).
- 16.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 16.5 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.
- 16.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 16.7 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 confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

## **17 LIMITATION OF LIABILITY**

17.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 17.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

17.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

17.3 The limitations set forth in above mentioned sub-clause 17.1 shall not apply with respect to:

17.3.1 claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;

17.3.2 damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;

17.3.3 damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;

17.3.4 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.

For the purpose of above mentioned sub-clause 17.3.2 “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith. “Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences

to the other party, but shall not include any error of judgment or mistake made in good faith.

## **18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.**

18.1 Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

18.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

18.2.1 In the event of failure of 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 the Agreement until a 'New Service Provider' completely takes over the work.

18.2.2 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, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. 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 bank guarantee for the contracted period.

## **19 ARBITRATION**

- 19.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.
- 19.2 The place of arbitration shall be at \_\_\_\_\_ and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 19.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- 19.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **20 GOVERNING LAW & JURISDICTION**

- 20.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- 20.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in \_\_\_\_\_ in connection with any dispute between the Parties under the Agreement.

## **21 SEVERABILITY**

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## **22 POWER TO VARY OR OMIT WORK**

- 22.1 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 involves 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.

- 22.2 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.

## **23 ENTIRE AGREEMENT**

- 23.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

- 23.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- 23.2.1 This Agreement;
- 23.2.2 Annexure of Agreement;
- 23.2.3 Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
- 23.2.4 RFP

## **24 NOTICES**

- 24.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by

hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

24.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

24.3 Address for communication to the Parties are as under:

24.3.1 To the Bank

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24.3.2 To Service Provider

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24.4 In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

## **25 MISCELLANEOUS**

25.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

25.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

25.3 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.

- 25.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 25.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 25.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 25.7 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Service Provider or the employees of Service Provider.
- 25.8 Service Provider agrees that the complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by Service Provider.
- 25.9 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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.

2.

**ANNEXURE-A**

(Please provide details of applicable penalties)

**Appendix–N**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ between:

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~, having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

**1. Confidential Information and Confidential Materials:**

- (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 developed, 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 free from any confidentiality obligations 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 and without confidentiality restrictions on use and disclosure; 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 “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party 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 Covered Person, sufficient to

enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then 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. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (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 (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) 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.

### 3. **Rights and Remedies**

- (b) 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.
- (c) 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.
- (d) 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 (including but not limited to as listed below), to

injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. Termination of contract
- (e) 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 sole and 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's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (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. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (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) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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 \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

**Appendix–O**

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

| Vendor Name | Sl. No | RFP Page No | RFP Clause No. | Existing Clause | Query/Suggestions |
|-------------|--------|-------------|----------------|-----------------|-------------------|
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |

**Note: Please raise your queries in the above format separately for each following 3 sections.**

- 1. Scope of work (Appendix-E).**
- 2. Technical Specifications (Appendix-C)**
- 3. Other than above, queries related to RFP.**



**Appendix–P**

**Format for Submission of Client References**

**To whosoever it may concern**

| Particulars                                            | Details |
|--------------------------------------------------------|---------|
|                                                        |         |
| <b>Client Information</b>                              |         |
| Client Name                                            |         |
| Client address                                         |         |
| Name of the contact person and designation             |         |
| Phone number of the contact person                     |         |
| E-mail address of the contact person                   |         |
| <b>Project Details</b>                                 |         |
| Name of the Project                                    |         |
| Start Date                                             |         |
| End Date                                               |         |
| Current Status (In Progress / Completed)               |         |
| <b>Size of Project</b>                                 |         |
| Value of Work Order (In Lakh) (only single work order) |         |
|                                                        |         |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix–Q**

**PRE CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its \_\_\_\_\_ Department / Office at Global IT Center at \_\_\_\_\_ CBD \_\_\_\_\_ Belapur, \_\_\_\_\_ 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding

the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to

the following:

- 2.2 The BIDDER 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 BUYER, 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.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
3. **Previous Transgression**
- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
4. **Earnest Money (Security Deposit)**
- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other

than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty

bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6. **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 7. **Independent Monitors**



- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

|                                                                                                          |                                                                                              |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Ms. Minnie Mathew<br>IAS (Retd.)<br><a href="mailto:Minniethew635@gmail.com">Minniethew635@gmail.com</a> | Shri Otem Dai<br>IAS (Retd.)<br><a href="mailto:otemdai@hotmail.com">otemdai@hotmail.com</a> |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to



examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_ on \_\_\_\_\_

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1.

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**

**Appendix-R**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
-----  
  
-----

**EMD BANK GUARANTEE FOR  
SUPPLY, INSTALLATION, TESTING & COMMISSIONING  
OF COMPUTER HARDWARE, SOFTWARE & PERIPHERALS  
AS ARE SET OUT IN THE SBI RFP NO SBI/GITC/NW&C/2023-24/1065 dated  
22.11.2023**

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 for supply, installation, testing and commissioning of \_\_\_\_\_ (name of Product/ Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) 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 \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) 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. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) 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.
- d) 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.
- e) 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 earlier.
- f) Unless a claim or suit or action is filed against us on or before \_\_\_\_ (date to be filled by BG issuing bank), 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.

- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)
- (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,

For and on behalf of

\_\_\_\_\_  
Authorized official of the bank

(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)