SBI

REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF COMPREHENSIVE AMC SERVICES FOR SERVERS, STORAGES, AND SAN SWITCHES

Ver. 3.0 dated 16.10.2020

Ref: SBI: RFP/633 dated: 16/10/2020

DATA CENTRES AND CLOUD
SB GITC, CBD BELAPUR, NAVI MUMBAI
MAHARASHTRA - 400614

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Mr. Navin Sharad Bendre, Chief Manager (Systems), Data Centres & Cloud, SB GITC, CBD Belapur, Navi Mumbai, Maharashtra – 400614 Email for correspondence: navin.bendre@sbi.co.in, rajesh@sbi.co.in, sudhir.sutar@sbi.co.in, dgmit.cdc@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from **19/10/2020** to **09/11/2020**
3	Last date for requesting clarification	Upto **5:00 p.m.** on **23/10/2020** All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting will be held through MS Teams	Tentative Date: **26/10/2020**
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	2 working days after pre-bid meeting
6	Last date and time for Bid submission	Upto **3:00 p.m.** on **09/11/2020**
7	Address for submission of Bids *(Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)*	As given in Sr. no 1 of this table
8	Date and Time of opening of Technical Bids	**3:30 p.m.** on **09/11/2020** 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 Bidders 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 Proof of remittance of tender fee in the designated account should be submitted along with the technical bid.	Rs.10,000/- (Rupees Ten Thousand Only) Amount should be deposited in A/c No. 37608352111, IFSC - SBIN0011343 Account Name: Sys. Sus. Br. Parking Account Tender fee will be non-refundable.	
12	Earnest Money Deposit	EMD value is Rs. 25Lakhs. Amount should be deposited in A/c No. 37608352111, IFSC - SBIN0011343 Account Name: Sys. Sus. Br. Parking Account EMD shall be valid upto 180 days from bid submission date. **Bidder should deposit EMD and Tender Fee separately.**	
13	Bank Guarantee	10% of the order value_____	Performance Security in form of BG should be valid for three year(s) and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	Will be intimated later to technically qualified Bidders	

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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 of comprehensive AMC services for Servers, Storages and SAN Switches.

ii. In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders 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 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 **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 **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. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.

4. SCOPE OF WORK:

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

The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

i. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.

ii. Service Provider shall ensure that only its authorized employees/representatives access the Device.

iii. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.

iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.

v. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

vi. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

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 option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.

   (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

6. COST OF BID DOCUMENT:

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

7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** 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 as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.

<p align="center">*Or*</p>

The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-N**) 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 posted/couriered/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-H.**

vii. No interest is payable on EMD.

viii. The EMD may be forfeited: -

   (a)   if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or

   (b)   if a 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 in two separate envelopes. One of the envelopes is to be prominently marked as "**Technical proposal for providing of Annual Maintenance Contract (AMC) for Meghdoot Hardware Servers, Storages and SAN Swiches**" in response to the **RFP No. 633 dated 15/10/2020.** This envelope should contain following documents and properly sealed:

   (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 and Tender Fee as specified in this document.

       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(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) 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.

ii. A second sealed envelope prominently marked as **Indicative Price Bid for** providing of **Annual Maintenance Contract (AMC) for Meghdoot Hardware Servers, Storages and SAN Swiches** in response to the **RFP No. 633** dated **15/10/2020.** This envelope 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 <u>Indian Rupees</u> only.

iii. **Bidders may please note:**

(a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.

(b) A soft copy (signed scanned copy of the technical Bid) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.

(c) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.

(d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

(e) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

(f) Bids are liable to be rejected if only one 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 in indelible ink and shall be 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 with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

(l) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.

(m) The Bid document shall be spirally bound.

(n) The Bank reserves the right to reject Bids not conforming to above.

(o) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.

(p) All the envelopes shall be addressed to the Bank and deliver at the address given in Schedule of Events of this RFP and should have name and address of the Bidder on the cover.

(q) If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. DEADLINE FOR SUBMISSION OF BIDS:

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 and 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 Sl No 1 of Schedule of Events.

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. A withdrawal notice may also be sent by the authorised representatives of the company through email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids

iii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

iv. 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.

v. Withdrawn Bids, if any, will be returned unopened to the Bidders.

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 Service proposed to be offered by them.

vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations

where similar Services 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 from a local supplier, the contract will be awarded to L1.

(b) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling with the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

(c) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.
For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

"**Local content**" means the amount of value added in India which shall 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.

"**Local supplier**" means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.

"**Margin of purchase preference**" means the maximum extent to which the price quoted by a 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 local supplier at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the services offered meets the minimum local content and shall give details of location(s) at which the local value addition is made.

iii. Total cost of 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. CONTRACT AMENDMENT:

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

23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award 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.

24. 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-H** 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 interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

25. SERVICES: (DELETE, WHICHEVER IS NOT APPLICABLE AS PER THE SCOPE OF WORK)

i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

ii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes.

iii. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ operating system /middleware etc in case the Bank chooses not to upgrade to latest version.

iv. Service Provider shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.

v. All product updates, upgrades & patches shall be provided by Service Provider free of cost during Contact period.

vi. Service Provider shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.

vii. During the ATS/AMC period, Service Provider will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software   to be supplied to the Bank at no additional cost. During the support period, Service Provider shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. 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 Site (s) in connection with the repair/ replacement of product or specified hardware/software.

viii. During the support period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product or specified hardware/software, Service Provider shall ensure that product or

specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.

ix. ATS/ AMC would be on-site and comprehensive in nature and must have back to back support from the OEM. Service Provider shall warrant products against defects arising out of faulty design etc. during the specified support period.

x. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
  (a) Diagnostics for identification of product or specified hardware/software failures
  (b) Protection of data/ configuration
  (c) Recovery/ restart facility
  (d) Backup of product or specified hardware/software / configuration

xi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

xii. 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.

xiii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

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

26. PENALTIES:

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

27. 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.

28. 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.).

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

30. VALIDITY OF AGREEMENT:
The Agreement/ SLA will be valid for the period of **Three** year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31. LIMITATION OF LIABILITY:

i. The maximum aggregate liability of Service Provider, subject to clause *31 (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 clause *31(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.

32. CONFIDENTIALITY:

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

33. 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, it's 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).

34. 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 is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

iii. 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.

iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.

v. 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-K** of this RFP.

35. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. 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 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 clause *36 (iv) and 36 (v)* of this RFP, Service Provider shall, 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 whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

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 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.

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 deliverable (if any) by the Bank.

vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted

rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.

viii. All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

36. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/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 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.

37. 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.

38. 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 *39(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.

- 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.

39. TERMINATION FOR DEFAULT:

i. 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:
   (a) 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;
   (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
   (c) Violations of any terms and conditions stipulated in the RFP;
   (d) On happening of any termination event mentioned in the RFP/Agreement.

   Prior to providing a written notice of termination to Service Provider under clause *40 (i) (a) to 40 (i) (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.

ii. 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 Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

iii. 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 vendor 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 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. 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.

40. FORCE MAJEURE:

i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in 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.

41. 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.

42. 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.

43. 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.

44. GOVERNING LANGUAGE:

The governing language shall be English.

45. 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.

46. TAXES AND DUTIES:

i. Service Provider 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 Service Provider shall include all such taxes in the quoted price.

ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as 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 Service Provider 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 Service Provider 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. 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 Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

47. 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.

48. 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.

49. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, 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 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.

50. 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:xx:xxdated dd/mm/yyyy
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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

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 services/items 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-J** 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 Bidder 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 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.   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.

xvii.   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 201

_____

(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 must have an average turnover of minimum Rs.20 crore during last 03 (three) financial year(s) i.e. FY17-18, FY18-19 and FY19-20.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current _____ year may be submitted.)
3.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
4.	Bidder should have experience of minimum Three years in providing the Services as on 30.09.2020.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
5.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required)		Bidder should specifically confirm on their letter head in this regard as per **Appendix-M**
6.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes, if any are to be given on Company's letter head.

7.	Bidders should not be under 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 on the date of submission of bid for this RFP.		Bidder should specifically certify in **Appendix A** in this regard.
8.	The bidder, if participating as Channel Partner/SI of HP, Brocade, EMC, Net App, Lenovo, Cisco then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.		Bidder should specifically mention OEM name and certify in **Appendix A** in this regard.
9.	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.

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.

Eligibility criteria mentioned at Sl No 2 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

i. 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.

ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at Sl No 2 to 5 in table above.

iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory

Seal of Company

Technical & Functional Specifications

Sr. No	Required Functionalities/ Features	Compliance (Yes/No)	If Compliance – Yes, then supporting Documents
1.	Onsite Comprehensive hardware maintenance services at PR site (Sify Rabale) and DR site (GDC Hyderabad) along with free repair / replacement of worn out or defective parts of the equipment with brand new parts – As per SLA		N. A.
2.	Back to Back OEM Support for all OEMs during the period of the contract arrangement		
3.	Two (2) onsite support engineers (1 each for Servers and Storage maintenance expert) during business hours (10.00 hrs. to 18:00 hrs) on all working days at GITC Belpaur and as and when requested by bank. The Qualification, skills and experience of resources should be as per Appendix – O		Sample resumes providing Qualification, skills and experience as per Appendix – O

For List of Hardware under Proposed AMC, please refer 'Appendix - P' and 'Appendix -Q' along with this RFP

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 a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	
9	Details for EMD Refund (applicable only if EMD is directly credited in designated account):- a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

Name & Signature of authorised signatory

Seal of Company

Appendix-E

	Scope of Work and Payment Schedule

Sl No	Requirements	Marginal comments for departments
1	Description of Services	Onsite comprehensive support for all the hardware components mentioned in this proposal (refer Appendix –P and Q) and back to back support from the OEM.
2	Annual Maintenance (AMC) Term	During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services: a) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services. b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment on a 24 x 7 x 365 basis without any cost. 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 without any cost. 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 enough stock of spares at Bank's premises and at the premises of the VENDOR. c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax

/e-mail is made or letter is written) shall not exceed 4 (Four) hours.

d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.

e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99.9% of the time on a 24x7xmonthly basis.

f) In the event of the equipment not being repaired or a workable solution not provided during AMC period, penalty will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

g) Any penalty due during the AMC period will be adjusted against the payments due to the vendor or against the Performance Bank Guarantee. Penalty shall be levied only if the delay is for the reasons solely and entirely attributable to the Vendor.

h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

i) Preventive maintenance: the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs

		and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter. k) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs. l) Vendor shall keep up to date inventory of all hardware m) Vendor shall keep record of all issues, resolution mechanism, time taken to resolve etc. n) vendor shall analyze the issues/patterns and submit analytical reports at every quarter or as and when requested. o) vendor shall participate in review meetings as and when called for. p) vendor shall provide health report certified by OEM for hardware under AMC along with quarterly preventive maintenance reports.
3	Help Desk Requirements	a) 24 x 7 x 365 days per year, online support facility b) Escalation process should be in place for unresolved issues c) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc. d)Two qualified onsite support engineers
4	Performance Requirements	The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99.9% of the time on a 24x7x365 basis.
5	Payment schedule	The entire AMC cost will be paid in 12 equal instalments in arrears after completion of each quarter.

Appendix-F

Indicative Price Bid

The indicative Price Bid needs to contain the information listed hereunder hereunder in a sealed envelope bearing the identification– **"Indicative Price Bid for Procurement of Annual Maintenance Contract (AMC) for Servers, Storages and SAN Switches of Meghdoot Project".**

Name of the Bidder:

Sr. No.	Type of services / Items	Quantity / No of Resources	**Rate per item /Per resource** etc. (as applicable)	Total amount in Rs.	Proportion to Total Cost (in percentage) #
1.	Servers (HP)				
2.	Servers (Lenovo)				
3.	Enclosure (HP)				
4.	Enclosure (Lenovo)				
5	Storage (HP)				
6	Storage (Dell-EMC)				
7	Storage (NetApp)				
8	Switches (CISCO)				
9	Manpower Resource				
	Total Cost *****				

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.				
	Grand Total			

Name & Signature of authorised signatory

Seal of Company

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost 'G' (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)
A	*B*	*C*	*D**	*E* *(95% of D)*	*F* *(105% of D)*
Item 1	25	13.16	9.87	9.38	10.36
Item 2	50	26.32	19.74	18.75	20.72
Item 3	75	39.47	29.60	28.13	31.09
Item 4	40	21.05	15.79	15.00	16.58
Grand Total (1 + 2 + 3 + 4)= G	**190**	**100**	**75**		

* Ideal final price breakup based on final price of INR 75 quoted in the reverse auction.

Appendix–G

Format for Self-Certification of Local Content

Date:

To,

_____

_____

_____

Dear Sir,

Ref.: RFP No. : _____ Dated: _____

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

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

Sl 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–H

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _____this _____day of _____201 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 develop, implement and support _____ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

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) 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 not withstanding 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

<div align="right">**Appendix–I**</div>

Other terms and Penalties

1. <u>On-site comprehensive AMC:</u> AMC would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will provide support for operating systems and other preinstalled software components during AMC 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.

2. 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 and maintenance services:

   (a) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.

   (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment on 24x7x365 basis. 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) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 6 hours.

   (d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 6 hours of being informed of the same. In any case the equipment should be made workable and available not later than the next working day of the Bank.

   (e) Vendor shall ensure that the full configuration of the equipment is available to the Bank in proper working condition viz. uptime of 99.9% of the time on a 24 x7 xmonthly basis.

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

Uptime (%) = <u>Sum of total hours during month - Sum of downtime hours during month</u> X 100
Sum of total hours during the month

Total hours during the month = No. of working days x24 hours

(g) Penalties for SLA uptime shall be as under;

Service level category	SLA Measure	Penalty
Periodical Maintenance (PM)	As per the quarterly PM schedule submitted by the bidder. Any delay will attract penalty as defined	Rs.25,000 per week of delay.
Reports	Submission of PM report/half yearly review report.	Rs.25,000 per week of delay.

Hardware Uptime Requirement

S. No.	Uptime Range	Penalty
1.	99.9% & above	NIL
2.	97% to less than 99.9%	Rs.5,00,000/- p.m.
3.	95% to less than 97%	Rs.15,00,000/- p.m.
4.	Less than 95%	Bank reserves the right to terminate the contract and invoke the PBG.*

(h) 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 90 days, it shall be replaced by equivalent/ superior new equipment or part thereof by Vendor immediately at free of cost during AMC period.

(i) **Preventive maintenance**: Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

(j)   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.

(k)   Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

(l)   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.

(m) Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.

3.   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.

4.   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.

5.   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.

6.   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.

7.   If, in any month, Vendor does not fulfill the provisions of clauses 2 (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract. In such event Vendor was credited without deducting the proportionate

maintenance charges for that month, the Bank can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.

8. 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) AMC warranty terms would not be considered as violated if any of 8(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.

9. Penalties for Onsite engineer unavailability
        If onsite engineer is not available – Penalty of 10,000 per day per engineer
        If both onsite engineers not available – Penalty of 50,000 per day
        If engineer does not deliver up to satisfaction of bank – Rs, 10,000 per instance
        If upon request of bank, the replacement of engineer does not happen - Penalty of 10,000 per day per engineer

Appendix–J

Service Level Agreement

This agreement ("Agreement") is made at _____ (Place) on this _____ day of _____ 20__.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department, hereinafter referred to as "**the Bank**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of 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/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) "The Bank" is carrying on business in banking in India and overseas and desirous to avail services for _____ ;
- (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. _____ dated

_____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 to the following terms and conditions hereinafter contained:-

1. DEFINITIONS & INTERPRETATION

1.1 Definition

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

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 inapplicable.>

1.1.2 "Confidential Information" shall have the meaning set forth in Clause 14.

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 "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the ……………. (name of the Software/ Hardware/ Maintenance Services), such that any reader of the

Documentation can access, use and maintain all of the functionalities of the

………. (Service), without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional

specification, software requirement specification, on-line tutorials/CBTs,

system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

1.1.5 "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).

1.1.6 "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.

1.1.7 "Request for Proposal (RFP)" shall mean RFP NO.
_____dated

_____ along with its clarifications/ corrigenda issued by the Bank time to time.

1.1.8 "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

1.1.9   'Services' shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this 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 industrial practices.

1.3 **Commencement, Term & Change in Terms**

1.3.1   This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from __ (Effective Date).

1.3.2   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.

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

2. SCOPE OF WORK

2.1 The scope and nature of the work which Service Provider has to provide to the Bank

(Services) is described in **Appendix-A.**

2.2 The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

2.1.1   Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.

2.1.2   Service Provider shall ensure that only its authorized employees/representatives access the Device.

2.1.3   Service Provider shall be required to get the Device hardened/configured as

per the Bank's prevailing standards and policy.

2.1.4   Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.

2.1.5   Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

2.1.6   Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

3. FEES /COMPENSATION

3.1 Professional fees

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

3.1.2   _____

3.1.3   _____

3.2 All duties and taxes (excluding GST 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, stamp duty and other charges/

expenses in connection with execution of this Agreement shall be borne by Service Provider. GST 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.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

3.4 **Payments**

3.4.1 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.

3.4.2 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.

3.5 **Bank Guarantee and Penalties**

3.5.1 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.

3.5.2 The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned

in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

3.5.3   If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of 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.

3.5.4   Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule specified in this Agreement.

3.5.5   Service Provider shall be liable to pay penalty at the rate mentioned in Appendix-**E** in respect of any delay beyond the permitted period in providing the Services.

3.5.6   No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

4. LIABILITIES/OBLIGATION

4.1 The Bank's Duties /Responsibility(if any)

(i)   Processing and authorising invoices

(ii)   _____

4.2 Service Provider Duties

(i)   Service Delivery responsibilities

     (a)   To adhere to the service levels documented in this Agreement.

     (b)   Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.

     (c)   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

(d) 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.

(ii) Security Responsibility

(a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

(b)_____

(c) _____

5. REPRESENTATIONS &WARRANTIES

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

5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively

'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.

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

5.1.5   The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5.2 Additional Representation and Warranties by Service Provider

5.2.1   Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.2.2   Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

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

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

5.2.5   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 and when requested.

5.2.6   Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the

applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.

5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.

5.2.8 Service Provider 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.

5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

6. GENERAL INDEMNITY

6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, 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.

6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-

performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

7. CONTINGENCY PLANS

Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other 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. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

8. TRANSITION REQUIREMENT

In the event of failure of 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. 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 equal to Performance Bank Guarantee to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

9. LIQUIDATED DAMAGES

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 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.

10. RELATIONSHIP BETWEEN THE PARTIES

10.1 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.

10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

10.5 All the obligations towards the 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 accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

10.6 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.

11. SUB CONTRACTING

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

12. INTELLECTUAL PROPERTY RIGHTS

12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

12.2 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 or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

12.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, 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 whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

12.4 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.

12.5 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 deliverable (if any) by the Bank.

13. INSPECTION AND AUDIT

13.1 It is agreed by and between the parties that 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 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 reviews 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.).

14. CONFIDENTIALITY

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

14.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.

14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.

14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written

consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

14.5   Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

14.6   Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

14.7   The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

   (i)   Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.

   (ii)   Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.

   (iii)   Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

   (iv)   Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

Proprietary

(v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

14.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. 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.

14.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

14.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

14.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

14.12 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.

15. TERMINATION

15.1 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:

(a)   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;

(b)   If Service Provider fails to perform any other obligation(s) under the Agreement;

(c)   Violations of any terms and conditions stipulated in the RFP;

(d)   On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (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.

15.2   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.

15.3   In the event the Bank terminates the Agreement 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 clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

15.4   The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

(i) 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.

(ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.

(iii) 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 employees.

(iv) 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.

15.5   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.

15.6   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.

15.7   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 indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

16. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

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

16.2   If 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 (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

16.3   In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act,

1996.

16.4   Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

16.5   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.

16.6   This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.

16.7   In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

17. POWERS TO VARY OR OMIT WORK

17.1   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.

17.2   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.

18. 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 Agreement 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.

19. LIMITATION OF LIABILITY

19.1   The maximum aggregate liability of Service Provider, subject to clause 20.3, 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.

19.2   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.

19.3   The limitations set forth in Clause 20.1 shall not apply with respect to:

(i)   claims that are the subject of indemnification pursuant to Clause 12 (infringement of third party Intellectual Property Right);

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

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

(iv)   Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 20.3(ii) "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.

20. FORCE MAJEURE

20.1   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.

20.2   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 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.

20.3   If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20.4   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 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.

21. NOTICES

21.1   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).

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

21.3   The addresses for Communications to the Parties are as under.

(a)   In the case of the Bank

_____

_____

_____

(b)   In case of Service Provider

_____

_____

_____

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

22. GENERAL TERMS & CONDITIONS

22.1   PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

22.2   SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

22.3   NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

22.4   SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this

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

22.5   MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

22.6   ENTIRE AGREEMENT: 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:

(i) This Agreement;

(ii) Appendix of Agreement;

(iii)Purchase Order No._____ dated _____; and

(iv)RFP

22.7   PRIVITY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

22.8   DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

22.9   COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

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

State Bank of India

_____Service Provider

By: Name:	By: Name:
Designation:	Designation:

Date:	Date:

WITNESS:

1.   1.

2.   2.

ANNEXURE-A (DELIVERABLES/SCOPE OF ORK)

ANNEXURE-B (INFRASTUCTURE SUPPORT METRICS)

ANNEXURE-C (SERVICE DESK SUPPORT METRIC)

ANNEXURE-D (ESCALATION MATRICS)

ANNEXURE-E (PENALTY FOR NON PERFORMANCE OF SLA)

ANNEXURE-F (**Transition & Knowledge Transfer Plan**)

1.   Introduction

1.1   This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

2.   Objectives

2.1   The objectives of this annexure are to:

(1)   ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;

(2)   ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and

(3)   ensure that all relevant Assets are transferred.

3.   General

3.1   Where the Bank intends to continue equivalent or substantially similar services to the Services   provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

3.2   Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:

3.2.1   during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

3.2.1.1   Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;

3.2.1.2   Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and

3.2.1.3   whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

3.3   In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:

(1)   where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service

Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.

(2)   where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.

3.4   If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

(1)   Services for which rates already specified in the Agreement shall be provided on such rates;

(2)   materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.

3.5   Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.

3.6   Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any

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

3.7   Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

3.8   Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4.   Replacement SERVICE PROVIDER

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

5.   Subcontractors

5.1   Service Provider agrees to provide the Bank with details of the Subcontracts (if permitted by the Bank) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

6.   Transfer of Configuration Management Database

6.1   6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up

to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration

Management data for all products used to support delivery of the Services.

7.   Transfer of Assets

7.1   6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

(1)   a list of all Assets eligible for transfer to the Bank; and

(2)   a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

7.2   Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the "Required Assets"), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.

7.3   In the event that the Required Assets are not located on Bank premises:

(1)   Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;

(2)   any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and

(3)   for the avoidance of doubt, the Bank will not be responsible for the Assets.

7.4   Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8.   Transfer of Software Licenses

8.1   6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.

8.2   On notice of termination of this Agreement Service Provider shall, within 2 (two) week of such notice, deliver to the Bank details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

8.3   Within 1 (one) month of receiving the software license information as described above, the Bank shall notify Service Provider of the licenses it wishes to be transferred, and Service Provider shall provide for the approval of the Bank a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

9.   Transfer of Software

9.1   Wherein State Bank of India is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:

(a)   Source Code (with source tree) and associated

documentation;

(b)   application architecture documentation and diagrams;

(c)   release documentation for functional, technical and interface

specifications;

(d)   a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and

code 'walk-through');

    (e)   Source Code and supporting documentation for testing framework tool and performance tool;

    (f)   test director database;

    (g)   test results for the latest full runs of the testing framework tool and performance tool on each environment; and

10.   Transfer of Documentation

10.1   6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up- to date set of Documentation that relates to any element of the Services as defined in Appendix A.

11.   Transfer of Service Management Process

11.1   6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

    (a)   a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;

    (b)   full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:

        (1)

        Incidents;

        (2)

        Problems;

        (3) Service

        Requests; (4)

        Changes;

        (5) Service Level reporting data;

    (c)   a list and topology of all tools and products associated with the provision of the Software and the Services;

    (d)   full content of software builds and server configuration details for software deployment and management; and

        (e)   monitoring software tools and configuration.

12.   Transfer of Knowledge Base

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

13.   Transfer of Service Structure

13.1   6 (six) months prior to expiry or within 2 (two) weeks notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:

(a) archive of records

including: (1)

Questionnaire Packs;

(2) project plans and sign

off; (3) Acceptance

Criteria; and

(4) Post Implementation Reviews.

(b) programme plan of all work in progress currently accepted and those in progress;

(c) latest version of documentation set;

(d) Source Code (if appropriate) and all documentation to support the services

build tool with any documentation for 'workarounds' that have taken place;

(e) Source Code, application architecture documentation/diagram and other documentation;

(f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and

(g) project plan and resource required to hand Service Structure capability over to the new team.

14.   Transfer of Data

14.1   In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all

such copies of the Bank's Data then in its possession to the extent specified by the Bank.

14.2   Except where, pursuant to paragraph 14.1 above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to the Bank:

(1)   An inventory of the Bank's Data held and controlled by Service Provider,

     plus any other data required to support the Services; and/or

(2)   a draft plan for the transfer of the Bank's Data held and controlled by

     Service Provider and any other available data to be transferred.

15.   Training Services on Transfer

15.1   Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.

15.2   The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

15.3   Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:

(1)   A training strategy, which details the required courses and their objectives; (2)   Training materials (including assessment criteria); and

(3)   a training plan of the required training events.

15.4   Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.

15.5   SERVICE PROVIDER shall provide training courses on operation of licensed

/open source software product at Bank's GITC Belapur Premises, at such times, during business hours as Bank may reasonably request. Each training

course will last for 8 hours. Bank may enroll up to 5 of its staff or employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than 2 years of experience in subject. SERVICE PROVIDER shall provide the training without any additional charges.

16. Transfer Support Activities

16.1   6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details

of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

16.2   The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:

(1)   a timetable of

events; (2)

resources;

(3)

assumptio

ns; (4) activities;

(5)   responsibilities; and

(6)   risks.

16.3   Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:

(a) Change Request log;

(b) entire back-up history; and

(c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

16.4   Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

16.5   On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.

16.6   Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.

16.7   Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

17.   Use of Bank remises

17.1   Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.

17.2   Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

XXXX

Appendix–K

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**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (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

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the 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		

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

Appendix–M

Format for Submission of Client References

To whosoever it may concern

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

Name & Signature of authorised signatory

Seal of Company

Appendix-N

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP NO.SBI:xx:xx DATED dd/mm/yyyy

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 to provide _____(name of 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 not-withstanding 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)

Appendix-O

ONSITE SUPPORT ENGINEER QUALIFICATION

Educational Qualification:

The Onsite Hardware Engineer must have a bachelor's degree in computer science/IT or Electronics or in a related field. They must have good knowledge of the computer hardware, operating system, fundamentals of support, Microsoft office, networking skills and soft skills.

Job Profile/Necessary Skills for Computer Hardware Engineer

Technical Skills

Hardware should work smartly to identify hardware-related issues and arrange for quick resolution. It becomes essential to have extensive familiarity with server and storage hardware architecture and functions. Engineer has to ensure the required uptime by good upkeep, preventive maintenance and regular monitoring.

Collaboration

It is the duty of the engineer to collaborate with the other departments/organizations/technicians and follow-up.

Problem-Solving Skills

The professionals must be exceptionally good at troubleshooting. They should be able to discover and pinpoint the hardware performance. The technicians should develop long-term solutions.

Record keeping and interaction with management

The engineer has to keep updated record of the inventory, issues, resolution history and analytical data like average resolution time etc. Hardware professionals must be good at presenting the records to management and participating in meetings/discussions.

Acting as instructed by Bank:

The engineer should work in collaboration with Bank officials and act as instructed by Bank officials.

Certifications

Engineer must have at least one of the following certifications:

- Server+ (CompTIA)

- HP ASE

- Advanced Diploma in Computer Hardware Maintenance and Networking (CHM - A Level) course

- Any other equivalent certification

Experience:

Engineer must have minimum three years' experience in managing server and storage hardware

<div align="right">**Appendix-P**</div>

LIST OF DEVICES TO BE RENEWED FOR AMC
(Kindly note carefully Start and End Date of AMC period)

AMC Period:			18-Jan-2021 to 17-Jan-2024	Full 3 Yrs or 12 Qtrs
Sr No	Location	Make(OEM)	Model	Serial No
1	Rabale	HP	ProLiant BL460c Gen8	SGH3363H3P
2	Rabale	HP	ProLiant BL460c Gen8	SGH3363H3S
3	Rabale	HP	ProLiant BL460c Gen8	SGH3363H3X
4	Rabale	HP	ProLiant BL460c Gen8	SGH405BW4N
5	Rabale	HP	ProLiant BL460c Gen8	SGH405BW4L
6	Rabale	HP	ProLiant BL460c Gen8	SGH3363H3V
7	Rabale	HP	ProLiant BL460c Gen8	SGH3363H40
8	Rabale	HP	ProLiant BL460c Gen8	SGH405BW4K
9	Rabale	HP	ProLiant BL460c Gen8	SGH405BW4M
10	Rabale	HP	ProLiant BL460c Gen8	SGH405BW4J
11	Hyderabad	HP	ProLiant BL460c Gen8	SGH3363H44
12	Hyderabad	HP	ProLiant BL460c Gen8	SGH3363H42
13	Hyderabad	HP	ProLiant BL460c Gen8	SGH3363H48
14	Hyderabad	HP	ProLiant BL460c Gen8	SGH404BV1R
15	Hyderabad	HP	ProLiant BL460c Gen8	SGH404BV1S
16	Hyderabad	HP	ProLiant BL460c Gen8	SGH3363H46
17	Hyderabad	HP	ProLiant BL460c Gen8	SGH3363H4A
18	Hyderabad	HP	ProLiant BL460c Gen8	SGH404BV1V
19	Hyderabad	HP	ProLiant BL460c Gen8	SGH404BV1W
20	Hyderabad	HP	ProLiant BL460c Gen8	SGH404BV1T
21	Rabale	HP	BladeSystem c7000 Enclosure G2	SGH2268D7R
22	Rabale	HP	c7000 Enclosure G3	SGH443YHXR
23	Rabale	HP	ProLiant BL460c Gen8	SGH443YHY4
24	Rabale	HP	ProLiant BL460c Gen8	SGH443YHY0
25	Rabale	HP	ProLiant BL460c Gen8	SGH443YHXV
26	Rabale	HP	ProLiant BL460c Gen8	SGH443YHY2
27	Rabale	HP	ProLiant BL460c Gen8	SGH443YHXX
28	Rabale	HP	ProLiant BL460c Gen8	SGH443YHXS
29	Hyderabad	HP	BladeSystem c7000 Enclosure G2	SGH2268D80
30	Hyderabad	HP	c7000 Enclosure G3	SGH443YHXA
31	Hyderabad	HP	ProLiant BL460c Gen8	SGH443YHXF
32	Hyderabad	HP	ProLiant BL460c Gen8	SGH443YHXN
33	Hyderabad	HP	ProLiant BL460c Gen8	SGH443YHXL
34	Hyderabad	HP	ProLiant BL460c Gen8	SGH443YHXJ
35	Hyderabad	HP	ProLiant BL460c Gen8	SGH443YHXB
36	Hyderabad	HP	ProLiant BL460c Gen8	SGH443YHXD
37	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5J3
38	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5HN

39	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5HW
40	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5HL
41	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5J7
42	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5HJ
43	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5HY
44	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5HR
45	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5HT
46	Rabale	HP	ProLiant BL460c Gen8	SGH537Y5JB
47	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5JF
48	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5JN
49	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5JD
50	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5JT
51	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5J1
52	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5JJ
53	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5JL
54	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5J9
55	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5J5
56	Hyderabad	HP	ProLiant BL460c Gen8	SGH537Y5JR
57	Mumbai	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VW96
58	Mumbai	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VW97
59	Mumbai	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VW91
60	Mumbai	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VW93
61	Mumbai	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VW95
62	Mumbai	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VW92
63	Mumbai	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VW94
64	Hyderabad	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VP1J
65	Hyderabad	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VP1K
66	Hyderabad	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VP1L
67	Hyderabad	HP	HP DL380p Gen8 8 SFF CTO Server	SGH513VP1H

AMC Period:			**18-Jan-2021 to 31-Jan-2023**	**Approx. : 8 Qtrs**
68	Rabale	Dell	EMC VNX5600	CKM00154902872
69	Hyderabad	Dell	EMC VNX5600	CKM00154902873

AMC Period:			**18-Jan-2021 to 31-Oct-2022**	**Approx. : 7 Qtrs**
70	Rabale	HP	HP Storage	4C14446985
71	Hyderabad	HP	HP Storage	4C14446986

AMC Period:			**18-Jan-2021 to 31-Dec-2021**	**Approx. : 4 Qtrs**
72	Rabale	Lenovo	Lenovo Flex System Enterprise Chassis	06HBTTC
73	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMVY
74	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMVZ
75	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWA
76	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWB
77	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWC

78	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWD
79	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWE
80	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWF
81	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWH
82	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWK
83	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWL
84	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWM
85	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWN
86	Rabale	Lenovo	Lenovo Flex System x240M5	06HFMWJ
87	Hyderabad	Lenovo	Lenovo Flex System Enterprise Chassis	E2KDN18
88	Hyderabad	Lenovo	Lenovo Flex System x240M5	06DGFHZ
89	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVE
90	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVF
91	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVG
92	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVK
93	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVL
94	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVM
95	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVN
96	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVP
97	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVR
98	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVT
99	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVV
100	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVW
101	Hyderabad	Lenovo	Lenovo Flex System x240M5	06HFMVX

Appendix-Q

LIST OF DEVICES NEWLY ADDED AFTER EXPIRY OF WARRANTY FOR AMC
(Kindly note carefully Start and End Date of AMC period)

AMC Period:			18-Sep-2021 to 17-Jan-2024	Approx. : 9 Qtrs
Sr No	Location	Make(OEM)	Model	Serial No
1	Rabale	HP	ProLiant BL460c Gen9	SGH633Y39C
2	Rabale	HP	ProLiant BL460c Gen9	SGH633Y39H
3	Rabale	HP	ProLiant BL460c Gen9	SGH633Y39E
4	Rabale	HP	ProLiant BL460c Gen9	SGH633Y39A
5	Rabale	HP	ProLiant BL460c Gen9	SGH633Y398
6	Rabale	HP	ProLiant BL460c Gen9	SGH633Y39K

AMC Period:			22-Sep-2021 to 17-Jan-2024	Approx. : 9 Qtrs
7	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH632XT9J
8	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3A9
9	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AD
10	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3A1
11	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3A7
12	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3B7
13	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3B3
14	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AB
15	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AY
16	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AJ
17	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3BD
18	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH632XT9F
19	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3B5
20	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3B1
21	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3A5
22	Rabale	HP	ProLiant BL460c Gen9	SGH633Y39Y
23	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3BF
24	Rabale	HP	ProLiant BL460c Gen9	SGH632XLHV
25	Rabale	HP	ProLiant BL460c Gen9	SGH632XLHX
26	Rabale	HP	ProLiant BL460c Gen9	SGH632XLHS
27	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3A3
28	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AR
29	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AT
30	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3B9
31	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AW
32	Rabale	HP	ProLiant BL460c Gen9	SGH632XLJ0
33	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3BB
34	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AF

35	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AL
36	Rabale	HP	ProLiant BL460c Gen9	SGH633Y3AN
37	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH632XT9H
38	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3BJ
39	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CJ
40	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CW
41	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CN
42	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CF
43	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CT
44	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3C9
45	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3BL
46	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3BY
47	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CB
48	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3D1
49	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3BT
50	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3C1
51	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3BR
52	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH632XT9K
53	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CL
54	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CY
55	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3BN
56	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3D3
57	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CR
58	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3C5
59	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3C7
60	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3BW
61	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3C3
62	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3CD
63	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y3D5
64	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y390
65	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y392
66	Hyderabad	HP	ProLiant BL460c Gen9	SGH633Y394
67	Rabale	HP	ProLiant BL460c Gen9	SGH633Y396

AMC Period:			**05-Nov-2021 to 17-Jan-2024**	**Approx. : 9 Qtrs**
68	Rabale	HP	ProLiant BL460c Gen9	SGH633Y39W

AMC Period:			**15-Apr-2022 to 17-Jan-2024**	**Approx. : 7 Qtrs**
69	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH711T7H9
70	Rabale	HP	ProLiant BL460c Gen9	SGH711TDRH
71	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPV
72	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPM
73	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPP

74	Rabale	HP	ProLiant BL460c Gen9	SGH711TDRC
75	Rabale	HP	ProLiant BL460c Gen9	SGH711TDRM
76	Rabale	HP	ProLiant BL460c Gen9	SGH711TDRS
77	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPK
78	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPS
79	Rabale	HP	ProLiant BL460c Gen9	SGH711TDRA
80	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCP4
81	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCWW
82	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCWR
83	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDS6
84	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDNX
85	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDS4
86	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDNS
87	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDNV
88	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCX9
89	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDP0
90	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH711T7H8
91	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCX5
92	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCP8
93	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCP6
94	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDRX
95	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDS0
96	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDS2
97	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCWT
98	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCWY
99	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCX3
100	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCX1
101	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDNP
102	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCX7
103	Rabale	HP	ProLiant BL460c Gen9	SGH711TDR0
104	Rabale	HP	ProLiant BL460c Gen9	SGH711TDR6
105	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPE
106	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPC
107	Rabale	HP	ProLiant BL460c Gen9	SGH711TDR2
108	Rabale	HP	ProLiant BL460c Gen9	SGH711TDP8
109	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPX
110	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPH
111	Rabale	HP	ProLiant BL460c Gen9	SGH711TDR4
112	Rabale	HP	ProLiant BL460c Gen9	SGH711TDPA
113	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH711T7HA
114	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDRN
115	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDRJ
116	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDR8

117	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDRV
118	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TDRD

AMC Period:			**19-Jun-2022 to 17-Jan-2024**	**Approx. : 6 Qtrs**
119	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH711T7H7
120	Hyderabad	HP	ProLiant BL460c Gen9	SGH711TCXB

AMC Period:			**01-Jul-2022 to 17-Jan-2024**	**Approx. : 6 Qtrs**
121	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1720000168
122	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000683
123	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000684
124	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000072
125	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000685
126	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000766
127	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000358
128	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000678
129	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000681
130	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000680
131	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000322
132	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000051
133	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000671
134	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000672
135	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000674
136	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000673
137	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000675
138	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000676
139	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000315
140	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000316
141	Rabale	CISCO	Nexus 3132V Cluster Switch1	FOC2023R110
142	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000074
143	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000073
144	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000072
145	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000071
146	Rabale	NetApp	FAS 9000 Node 1	721720000167
147	Rabale	NetApp	FAS 9000 Node 2	721720000168
148	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000070
149	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000076
150	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000078
151	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000077
152	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000075
153	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000702
154	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000093
155	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000079
156	Rabale	CISCO	Nexus 3132V Cluster Switch2	FOC2022R1A2
157	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000027
158	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000030

159	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000071
160	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000069
161	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715001111
162	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715001121
163	Rabale	NetApp	FAS 9000 Node 1	721720000165
164	Rabale	NetApp	FAS 9000 Node 2	721720000166
165	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715001020
166	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715001122
167	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000034
168	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000045
169	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000046
170	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000052
171	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000047
172	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000682
173	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000035
174	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000023
175	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000706
176	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000867
177	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000870
178	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000206
179	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1720000171
180	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1720000167
181	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1720000170
182	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000866
183	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000865
184	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1720000169
185	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000864
186	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000704
187	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000703
188	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000705
189	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000205
190	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1715000207
191	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000020
192	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000021
193	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000029
194	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000036
195	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000048
196	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000049
197	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000033
198	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000051
199	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000050
200	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000024
201	Rabale	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000032
202	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000327
203	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000324
204	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000326

205	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000300
206	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000335
207	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000334
208	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000429
209	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000427
210	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000423
211	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000424
212	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000454
213	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000468
214	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000442
215	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000441
216	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000418
217	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000288
218	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000287
219	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000419
220	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000303
221	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000286
222	Hyderabad	CISCO	Nexus 3132V Cluster Switch1	FOC2115R1TK
223	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000467
224	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000421
225	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000422
226	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000325
227	Hyderabad	NetApp	FAS 9000 Node 1	721724000007
228	Hyderabad	NetApp	FAS 9000 Node 2	721724000008
229	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000420
230	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000302
231	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000311
232	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000290
233	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000452
234	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000284
235	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000431
236	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000312
237	Hyderabad	CISCO	Nexus 3132V Cluster Switch2	FOC2114R2SH
238	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000328
239	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000325
240	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000321
241	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000331
242	Hyderabad	NetApp	FAS 9000 Node 3	721724000005
243	Hyderabad	NetApp	FAS 9000 Node 4	721724000006
244	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000196
245	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000065
246	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000332
247	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000311
248	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000297
249	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000314
250	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000296

Proprietary

251	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000310
252	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000309
253	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000312
254	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000316
255	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000326
256	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000333
257	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000448
258	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000446
259	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000445
260	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000451
261	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000444
262	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000469
263	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000435
264	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000425
265	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000470
266	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000426
267	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000430
268	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000447
269	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000449
270	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000428
271	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1721000450
272	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000313
273	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000299
274	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000298
275	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000290
276	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000292
277	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000291
278	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000294
279	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000293
280	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1723000295
281	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1716000195
282	Hyderabad	NetApp	FAS9000 Disk Shelf- DS224-12	SHFGD1717000062

AMC Period:			**31-Oct-2022 to 17-Jan-2024**	**Approx. : 5 Qtrs**
283	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXX
284	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLS3
285	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXL
286	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXP
287	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRR
288	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRN
289	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRL
290	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLF5
291	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLX8
292	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLF3
293	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRB
294	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXB

295	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXM
296	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXD
297	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXW
298	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLET
299	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXC
300	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLX4
301	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLE3
302	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRW
303	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXN
304	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLEY
305	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPH
306	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLWX
307	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLS1
308	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLP4
309	Hyderabad	HP	ProLiant BL460c Gen9	SGH742WX8A
310	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXR
311	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXT
312	Hyderabad	HP	ProLiant BL460c Gen9	SGH742WX88
313	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPW
314	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPK
315	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXS
316	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRY
317	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLY2
318	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRJ
319	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLEN
320	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLEJ
321	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLP8
322	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLEW
323	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRD
324	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPS
325	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRT
326	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLER
327	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLNM
328	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLDY
329	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLY5
330	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLY8
331	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLEB
332	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLNX
333	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLED
334	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLE5
335	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLE9
336	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLR9
337	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLDW
338	Hyderabad	HP	ProLiant BL460c Gen9	SGH742WX8E
339	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLEF
340	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLX2

Proprietary

341	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLNS
342	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXJ
343	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEXF
344	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLEL
345	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLWV
346	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLS5
347	Hyderabad	HP	ProLiant BL460c Gen9	SGH742WX86
348	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLP0
349	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLX0
350	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXK
351	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLNH
352	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLP2
353	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXH
354	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLNV
355	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLE7
356	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLNP
357	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPM
358	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLR5
359	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLP6
360	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPP
361	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLF1
362	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXE
363	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLX6
364	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPC
365	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLRF
366	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXV
367	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLR3
368	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLNK
369	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPA
370	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPE
371	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLR1
372	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLPY
373	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLE1
374	Hyderabad	HP	ProLiant BL460c Gen9	SGH741VLR7
375	Hyderabad	HP	ProLiant BL460c Gen9	SGH742WX8C
376	Hyderabad	HP	ProLiant BL460c Gen9	SGH741WLXA
377	Hyderabad	HP	ProLiant BL460c Gen9	SGH742WX84

AMC Period:			**03-Nov-2022 to 17-Jan-2024**	**Approx. : 5 Qtrs**
378	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYX
379	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYV
380	Rabale	HP	ProLiant BL460c Gen9	SGH741WLD3
381	Rabale	HP	ProLiant BL460c Gen9	SGH741WLKK
382	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH740VDL2
383	Rabale	HP	ProLiant BL460c Gen9	SGH741WLCJ
384	Rabale	HP	ProLiant BL460c Gen9	SGH741WLW6

385	Rabale	HP	ProLiant BL460c Gen9	SGH741WLVM
386	Rabale	HP	ProLiant BL460c Gen9	SGH741WLT1
387	Rabale	HP	ProLiant BL460c Gen9	SGH741WLRW
388	Rabale	HP	ProLiant BL460c Gen9	SGH741WLVV
389	Rabale	HP	ProLiant BL460c Gen9	SGH741WLDL
390	Rabale	HP	ProLiant BL460c Gen9	SGH741WLW4
391	Rabale	HP	ProLiant BL460c Gen9	SGH741WLS1
392	Rabale	HP	ProLiant BL460c Gen9	SGH741WLKA
393	Rabale	HP	ProLiant BL460c Gen9	SGH741WLHF
394	Rabale	HP	ProLiant BL460c Gen9	SGH741WLVP
395	Rabale	HP	ProLiant BL460c Gen9	SGH741WLCL
396	Rabale	HP	ProLiant BL460c Gen9	SGH741WLD1
397	Rabale	HP	ProLiant BL460c Gen9	SGH741WLY9
398	Rabale	HP	ProLiant BL460c Gen9	SGH741WM04
399	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH740VDL3
400	Rabale	HP	ProLiant BL460c Gen9	SGH741WLW8
401	Rabale	HP	ProLiant BL460c Gen9	SGH741WM0E
402	Rabale	HP	ProLiant BL460c Gen9	SGH741WLWC
403	Rabale	HP	ProLiant BL460c Gen9	SGH741WLW0
404	Rabale	HP	ProLiant BL460c Gen9	SGH741WLVK
405	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYK
406	Rabale	HP	ProLiant BL460c Gen9	SGH741WLCR
407	Rabale	HP	ProLiant BL460c Gen9	SGH741WM02
408	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYM
409	Rabale	HP	ProLiant BL460c Gen9	SGH741WLWK
410	Rabale	HP	ProLiant BL460c Gen9	SGH741WLWE
411	Rabale	HP	ProLiant BL460c Gen9	SGH741WM08
412	Rabale	HP	ProLiant BL460c Gen9	SGH741WLK4
413	Rabale	HP	ProLiant BL460c Gen9	SGH741WLDD
414	Rabale	HP	ProLiant BL460c Gen9	SGH741WLCY
415	Rabale	HP	ProLiant BL460c Gen9	SGH741WLVS
416	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH740VDLH
417	Rabale	HP	ProLiant BL460c Gen9	SGH741WLKE
418	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYH
419	Rabale	HP	ProLiant BL460c Gen9	SGH741WM0C
420	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYP
421	Rabale	HP	ProLiant BL460c Gen9	SGH741WM0A
422	Rabale	HP	ProLiant BL460c Gen9	SGH741WLKH
423	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYS
424	Rabale	HP	ProLiant BL460c Gen9	SGH741WLVH
425	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSB
426	Rabale	HP	ProLiant BL460c Gen9	SGH741WLS3
427	Rabale	HP	ProLiant BL460c Gen9	SGH741WLWP

428	Rabale	HP	ProLiant BL460c Gen9	SGH741WLK8
429	Rabale	HP	ProLiant BL460c Gen9	SGH741WLKC
430	Rabale	HP	ProLiant BL460c Gen9	SGH741WLS5
431	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSW
432	Rabale	HP	ProLiant BL460c Gen9	SGH741WLCT
433	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH740VDLL
434	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSR
435	Rabale	HP	ProLiant BL460c Gen9	SGH741WLST
436	Rabale	HP	ProLiant BL460c Gen9	SGH741WLHD
437	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSD
438	Rabale	HP	ProLiant BL460c Gen9	SGH741WLS9
439	Rabale	HP	ProLiant BL460c Gen9	SGH741WLRT
440	Rabale	HP	ProLiant BL460c Gen9	SGH741WLT3
441	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSY
442	Rabale	HP	ProLiant BL460c Gen9	SGH741WLCW
443	Rabale	HP	ProLiant BL460c Gen9	SGH741WLWH
444	Rabale	HP	ProLiant BL460c Gen9	SGH741WLHJ
445	Rabale	HP	ProLiant BL460c Gen9	SGH741WLVX
446	Rabale	HP	ProLiant BL460c Gen9	SGH741WLCN
447	Rabale	HP	ProLiant BL460c Gen9	SGH741WLDN
448	Rabale	HP	ProLiant BL460c Gen9	SGH741WLH7
449	Rabale	HP	ProLiant BL460c Gen9	SGH741WLHB
450	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH740VDL1
451	Rabale	HP	ProLiant BL460c Gen9	SGH741WLK6
452	Rabale	HP	ProLiant BL460c Gen9	SGH741WLWA
453	Rabale	HP	ProLiant BL460c Gen9	SGH741WLWS
454	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSJ
455	Rabale	HP	ProLiant BL460c Gen9	SGH741WLDF
456	Rabale	HP	ProLiant BL460c Gen9	SGH741WM00
457	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSN
458	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYC
459	Rabale	HP	ProLiant BL460c Gen9	SGH741WLDT
460	Rabale	HP	ProLiant BL460c Gen9	SGH741WLW2
461	Rabale	HP	ProLiant BL460c Gen9	SGH741WLDR
462	Rabale	HP	ProLiant BL460c Gen9	SGH741WLWM
463	Rabale	HP	ProLiant BL460c Gen9	SGH741WLYE
464	Rabale	HP	ProLiant BL460c Gen9	SGH741WLY4
465	Rabale	HP	BladeSystem c7000 Enclosure G3	SGH740VDLN
466	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSF
467	Rabale	HP	ProLiant BL460c Gen9	SGH741WLSL
468	Rabale	HP	ProLiant BL460c Gen9	SGH741WLS7
469	Rabale	HP	ProLiant BL460c Gen9	SGH741WLKP
470	Rabale	HP	ProLiant BL460c Gen9	SGH741WM06

471	Rabale	HP	ProLiant BL460c Gen9	SGH741WLDJ
472	Rabale	HP	ProLiant BL460c Gen9	SGH741WLH9
473	Rabale	HP	ProLiant BL460c Gen9	SGH741WLRY
474	Rabale	HP	ProLiant BL460c Gen9	SGH741WLDB
475	Rabale	HP	ProLiant BL460c Gen9	SGH741WLKM
476	Rabale	HP	ProLiant BL460c Gen9	SGH741WLY0
477	Rabale	HP	ProLiant BL460c Gen9	SGH741WLD7
478	Rabale	HP	ProLiant BL460c Gen9	SGH741WLD5
479	Rabale	HP	ProLiant BL460c Gen9	SGH741WLD9
480	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH740VEW1
481	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH740VEW2
482	Hyderabad	HP	ProLiant BL460c Gen9	SGH740VEX9
483	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH740VEW0
484	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH740VDLM
485	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH740VDLK
486	Hyderabad	HP	BladeSystem c7000 Enclosure G3	SGH740VDLJ

AMC Period:			**14-Nov-2022 to 17-Jan-2024**	**Approx. : 5 Qtrs**
487	Rabale	NetApp	NetApp AFF 700 Storage	941647000058
488	Rabale	NetApp	NetApp AFF 700 Storage	941647000126
489	Rabale	NetApp	NetApp AFF 700 Storage	941708000190
490	Rabale	NetApp	NetApp AFF 700 Storage	941648000075
491	Hyderabad	NetApp	NetApp AFF 700 Storage	941708000192
492	Hyderabad	NetApp	NetApp AFF 700 Storage	941647000089
493	Hyderabad	NetApp	NetApp AFF 700 Storage	941647000146
494	Hyderabad	NetApp	NetApp AFF 700 Storage	941647000143

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