REQUEST FOR PROPOSAL
FOR PROCUREMENT OF
OF HARDWARE, SOFTWARE AND SERVICES (INSTALLATION, COMMISSIONING, MIGRATION AND MAINTENANCE)
FOR SBIePay APPLICATION SETUP.

Ref: SBI/ePay/RFP/ 649 dated : 20/09/2019

Deputy General Manager(ePay &PG)
State Bank of India
4th floor, Railway Station Building
GITC,CBD Belapur

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	i)Mr. Narendra Singh narendra.singh@sbi.co.in Mob No.9987854490 ii) Mr.Mukund Sonar mukund.sonar@sbi.co.in Mob No 7768988444
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 21.09.2019 to 31.12.2019
3	Last date for requesting clarification	Up to 17:00 HRS on 30.09.2019 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 15:30 HRS to 17:30 HRS on 09.10.2019 at State Bank of India, Red Conference Room, 4th Floor Tower No. 7 Railway Station Building, CBD Belapur.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 16.10.2019
6	Last date and time for Bid submission	Up to 15:00 HRS on 24.10.2019
7	Address for submission of Bids	SBIePay, Aggregator Module, 4th floor, Railway Station Building, CBD Belapur, Navi Mumbai -400614
8	Date and Time of opening of Technical Bids	17:00 HRS on 24.10.2019 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be

Sl No	Particulars	Remarks	
		opened even in the absence of any or all of the Bidder representatives.	
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.	
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Rs.50,000/- Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account Tender fee will be non-refundable.	
12	Earnest Money Deposit	Rs.50.00 Lacs Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account EMD shall be valid upto 180 days from bid submission date. **Bidder should deposit EMD and Tender Fee separately.**	
13	Bank Guarantee	15% of the contract value	**Performance Bank Guarantee:** Successful Bidder is required to submit a Performance Bank Guarantee as per format in **Appendix-J**, equivalent to 15% of total project cost. The Bank Guarantee should be for a period of six years and 3 months and should be submitted within 10 days of receipt of formal

Sl No	Particulars	Remarks	
			communication / purchase order from the Bank about their successful bid.
14	Contact details of agency appointed for conducting Reverse Auction	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 **State Bank of India** for procurement, installation, commissioning and maintenance of Hardware for SBIePay application.

ii. In order to meet the IT hardware requirements, the Bank proposes to invite Bids from eligible Bidders to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/scope of work mentioned in

iii. **-C** of this RFP.

iv. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and

conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

v. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.

vi. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the **IT hardware, Software** and **services** desired in this document. The proposed product must integrate with Bank's existing infrastructure seamlessly.

vii. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

viii. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Product and **S**ervice**s** 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 **S**ervice**s** 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).

ii. **"Bidder/Channel Partner"** means an eligible entity/firm submitting the Bid in response to this RFP.

iii. **"Bid"** means the written reply or submission of response to this RFP.

iv. **"The Contract"** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

v. **"Total Contract Price/Project Cost/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

vi. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

vii. **"The Equipment/Product"** means all the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.

viii. **"Services"** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.

ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance / upkeep / updation of latest patches and versions / addressing of all security issues / observations of Product / all Products and Resident Engineer Cost.

x. "The Project: means supply, installation, testing and commissioning of computer hardware / software & services and migration of data from old setup to new setup with three years warranty and comprehensive onsite annual Maintenance for 3 (three) years after warranty period.

xi. "The Project Site" means Production site at Sify Rabale & DR site at Gachibowli Hyderabad, DR Data Centre of the State Bank of India where the equipment are to be supplied, installed and commissioned and serviced.

4. SCOPE OF WORK:

Broader Scope of Work:

4.1.1 Supply, installation, testing, commissioning, migration of data from old setup to new setup and maintenance of Hardware Software and services for SBIePay Infra upgrade with three years warranty & Annual Maintenance for 3 years after warranty period, at the locations specified in this document.

4.1.2 To provide all necessary hardware, software and services required strictly as per terms of RFP. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.

Details are given in **Appendix-C** of this document.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** respectively of this document. The Bidder must 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. One bidder can submit bid only on behalf of one OEM/stack.

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

ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-Q** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

6. COST OF BID DOCUMENT:

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

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

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-O** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

ii. A pre-Bid meeting will be held 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.

iv. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.

v. The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.

vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-J.**

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

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

(b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or

(c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

(d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

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

10. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as '**Technical Proposal for procurement of hardware,**

software and services (installation, commissioning and maintenance) for SBIePay application setup in response to the RFP No.SBI/ePay/ 649 dated 20.09.2019. 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.

(d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C.**

(e) Bidder's details as per **Appendix-D** on Bidder's letter head.

(f) Audited financial statement and profit and loss account statement as mentioned in Part-II.

(g) Detailed explanation of functioning of hardware/firmware. Licensing details of operating software/firmware.

(h) Undertaking of Authenticity as per **Appendix-G.**

(i) Format for Manufacturer's Authorization Form as per **Appendix-H.**

(j) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

i. A second sealed envelope prominently marked as **Indicative Price Bid** for procurement of hardware, software and services (installation, commissioning and maintenance) for SBIePay in response to the RFP No. 649 dated 19.09.2019. 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 Indian Rupees only.

ii. Bidders may please note:

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

(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 hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.

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

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

(f) Bids are liable to be rejected if only one 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 received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".

ii. 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.

iii. 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.

iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

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. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and

conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.

iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.

v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.

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

16. TECHNICAL EVALUATION:

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

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

or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

i. The envelope containing 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 service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

iv. The 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 revised vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 28, 2018 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.

(d) Bidder to whom an offer is made in accordance with clause (b) & (c) above to match the price of L1, must provide price confirmation within 2 working days from the date of such offer.

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 a certificate as per **Appendix-I** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

iii. Total cost of Products/Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.

iv. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder must return the duplicate copy of the same to the Bank within ***7*** **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.

vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.

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

ix. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. POWERS TO VARY OR OMIT WORK:

i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder

shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

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

22. CHANGE IN ORDERS:

i. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the

following:

(a) Method of shipment or packing;

(b) Place of delivery;

(c) Quantities to be supplied subject to 25% above or below the originally declared quantities.

ii. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

23. CONTRACT AMENDMENT:

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

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

25. BANK GUARANTEE:

i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-J** is to be submitted by the finally selected Bidder (s). The BG must be issued by a Scheduled

Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

ii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

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

i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.

ii. For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

27. DELIVERY, INSTALLATION AND COMMISSIONING:

i. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

ii. Service Provider will have to supply the Product(s) in 'Factory Sealed Boxes' with System OEM seal.

iii. Delivery, installation and commissioning of the Products shall be made by Service

Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-C** of this document.

iv. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this RFP.

v. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider must resolve any problem faced during installation and operationalisation.

vi. In addition, Service Provider will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalised) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from Service Provider on the lines of format/certificate on the lines of **Appendix-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including hardware equipment / components/ software), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.

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

(a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.

(b) Delivery Note or acknowledgement of receipt of Products from the consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.

(c) 2 copies of packing list identifying contents of each of the package.

(d) Insurance Certificate.

(e) Manufacturer's warranty certificate.

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

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

(a) Service Provider shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.

(b) Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/firmware whether developed by them or acquired from others.

(c) In case Service Provider is providing software/firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.

(d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

28. SERVICES:

i. Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.

ii. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.

iii. Service Provider shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.

iv. Service Provider shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost. Service Provider should bring to notice of the Bank all releases/ version changes.

v. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Service Provider mustsupport older versions of the OS/firmware/middleware etc in case the Bank chooses not to upgrade to latest version.

vi. Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.

vii. All product updates, upgrades & patches shall be provided by Service Provider free of cost during warranty and AMC/ ATS/ S&S period.

viii. Service Provider shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.

ix. Service Provider shall keep the Bank explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc should ensure support during warranty and AMC/ATS/S&S.

29. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

i. Service Provider shall support the Product and its associated items/components including OS/firmware during the period of warranty and AMC as specified in Scope of Work in this RFP.

ii. During the warranty and AMC period, Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Bank. During the support period (warranty and AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period (warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the RFP, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at any other locations wherever required, whenever it is essential. In case of failure of Product (hardware, system software or any of its components), Service Provider shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity defined in RFP.

iv. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.

v. Warranty/ AMC (if included in the RFP) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

vi. Support (Warranty & AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-H** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.

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

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

ix. Service Provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

x. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.

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

30. PENALTIES/SLA CONDITIONS:

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

31. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

32. INSPECTION AND TESTING:

i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's location.

ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:

(a) Service Provider shall intimate the Bank before dispatching Products for conducting inspection and testing.

(b) Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and burn-in tests at full load, quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by the Bank or its authorized agency before dispatch of Products. In case of failure by Service Provider to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging and other incidental expenses of the Bank's representatives to be borne by Service Provider.

(c) Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider. However, the Bank may at its sole discretion, waive inspection of Products.

(d) In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.

(e) The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to the Bank.

(f) Nothing stated herein above shall in any way release Service Provider from any warranty or other obligations under this RFP.

iii. The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this RFP.

33. RIGHT TO AUDIT:

i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

iii. Service Provider further agrees that whenever required by the Bank, it will furnish

all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

34. SUBCONTRACTING:

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

35. INSURANCE:

i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination.

ii. Should any loss or damage occur, Service Provider shall:

(a) initiate and pursue claim till settlement and

(b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

36. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 06 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

37. LIMITATION OF LIABILITY:

i. The maximum aggregate liability of Service Provider, subject to clause *37 (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 *37(iii)(b)* **"Gross Negligence" means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.
"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

38. CONFIDENTIALITY:

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

39. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, 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).

40. SERVICE PROVIDER'S OBLIGATIONS:

i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

ii. Service Provider will be responsible for arranging and procuring all relevant permissions / road permits etc. for transportation of Product to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

iii. Service Provider is obliged to work in co-ordination with the Bank's staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.

iv. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

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

vi. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-N** of this RFP.

41. TECHNICAL DOCUMENTATION:

i. Service Provider shall deliver the following documents to the Bank for every hardware / firmware / software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ computer based tests, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

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

iii. Service Provider shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

42. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

i. For any technology / software / Product supplied by Service Provider for the Bank as part of this RFP, Service Provider shall have right to use as well as right to supply such Product including embedded software / hardware. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software/hardware or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

iii. Subject to clause 42.iv and 42.v of this RFP, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/Product under this RFP.

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

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

43. LIQUIDATED DAMAGES:

If Service Provider fails to deliver Product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP, the Bank may, without prejudice to its other remedies under the RFP, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost.

Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

44. CONFLICT OF INTEREST:

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

ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person

does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.

iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

45. FRAUD & CORRUPT PRACTICES:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application

without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

ii. Without prejudice to the rights of the Bank under Clause *45(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 if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

iii. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "**corrupt practice**" means 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;

46. 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 *46 (i) (a) to 46 (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 Product and / or 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 Service Provider or to the Bank.

iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.

v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.

vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

47. FORCE MAJEURE:

i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared

general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

48. TERMINATION FOR INSOLVENCY:

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

49. TERMINATION FOR CONVENIENCE:

i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).

ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

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

i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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

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

51. GOVERNING LANGUAGE:

The governing language shall be English.

52. APPLICABLE LAW:

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

53. TAXES AND DUTIES:

i. Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Bidder shall include all such taxes in the quoted price.

ii. Prices quoted should be exclusive of 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 Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**

iv. Prices payable to Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

54. TAX DEDUCTION AT SOURCE:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

55. TENDER FEE:

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

56. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to

get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

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

57. NOTICES:

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

Part-II

Appendix-A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid Envelope)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI/ePay/649 dated 20/09/2019

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

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the Products/Services mentioned in this RFP in our indicative price Bid.

- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization 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 also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the RFP.

vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.

vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-M** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.

viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.

ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our

authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.

x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.

xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

xiii. We hereby certify that on the date of submission of Bid for this RFP, we 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 500 crore during last 03 (three) financial year(s) i.e. FY2016-17, FY2017-18 and FY 2018-19.		Copy of the audited financial statement required for financial year FY2016-17, FY2017-18. For FY2018-19 audited/ certificate from statutory auditor may be submitted.
3.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for the 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.	The bidder should have engaged in supplying and providing maintenance services for Server business in India in last 5 years and should have supplied and maintained servers in at-least one public sector banks/scheduled commercial banks		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		Bidder should specifically confirm on their letter head in this regard as per **Appendix-P.**

	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 02 client references are required). The references are needed where in the Hardware (with offered OS) is used for Web, Application Tier and Database Tier (in the critical internet facing web applications) where more than 100 JVMs deployed.		
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 of any OEM, 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 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.
10.	Project Management Methodologies		Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted.

11.	The bidder/ OEM should have support setup with 1 hour of response time in Mumbai/ Hyderabad.		Bidder should specifically confirm on their letter head in this regard.
12.	Bidder should have been in operation for minimum 5 years.		Length of existence of bidder should be mentioned
13.	Bidder should confirm that H/W and S/W with latest processors / versions / releases will be supplied and should be free from covert channels.		Undertaking from the OEM
14.	Bidder should also confirm that H/W and S/W to be supplied will have minimum 7 years of support period from the date of supply		Undertaking from the OEM
15.	The bidder should agree clauses of agreement as mentioned in **Appendix-M,** (which will be incorporated with relevant RFP Clauses**)** should they become L1 in the reverse auction to execute a contract with the Bank.		Bidder should specifically confirm on their letter head in this regard.
16.	Bidder should be authorized OEM partner		Undertaking from the OEM

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

Name & Signature of authorized signatory

Seal of Company

Appendix-C

Scope of Work with

Technical & Functional Specifications

Technical Eligibility Criteria

To qualify in the Technical Evaluation, a bidder must comply with all the requirements stated in the table below. Verifiable and credible supporting evidence for each claim is a must. The Bank reserves the right to independently verify the claims made by the bidder and if it is found or observed, in the sole judgment of the Bank that any claim made by the bidder is false, then the bidder will be disqualified. The Bank also reserves the right to forfeit the EMD in such cases.

Note:

(i) If the Bidder offers IBM servers, then specification of IBM should be selected for all the technical specification requirements. If the Bidder offers Oracle servers, then specification of Oracle should be selected for all the technical specification requirements. If the Bidder offers any other equivalent specifications (RISC / compatible configuration) then specifications / configurations defined should be compatible with IBM / Oracle for all technical specification requirements. However, the Bidder will be allowed to bid for only one OEM i.e. either IBM or Oracle or other compatible RISC based configuration. Each location refers to Production and DR locations i.e. there are two locations.

The broad scope of the assignment would involve supply, installation, commissioning, maintenance and support of the following hardware & software (as per technical specification given under Hardware / Software Requirements) at Primary site (DC) - Mumbai, Disaster Recovery site (DR) - Hyderabad and migration of data/software from the old setup to new setup and also integration with some of the components of old setup like Citrix load balancer and Imperva WAF.

Hardware / Software Requirements:

1. **Production Database Servers:**

Sr. No.	Hardware/Software	Location & Quantity	
		Mumbai	**Hyderabad**
1.1	Enterprise Class Servers to host ePay Database to support 2 node RAC. Unix Based POWER9 E980/SPARC M8-8/Any other RISC based compatible Servers with AIX, Solaris latest OS version support.	2	2
	Total Quantity	2	2

1.2 . Technical Specification for each Production Database Server:

Sr. No	Description	IBM	Oracle	Any other OEM
1.	Processor/Server Type & clock speed	P9/E980, 3.8 GHz	M8/M8-8, 5 GHz	Any other equivalent RISC based compatible configuration
2.	Total no. of cores	92	128	
3.	Total Memory	24 GB/Core	16 GB/Core	
4.	Hard Disk Drives	Boot from SAN with RAID 1+0	Boot from SAN with RAID 1+0	
5.	Operating System	64 bit Unix Operating System – AIX 7.2.X or the latest version of AIX	64 bit Unix Operating System - Solaris 11.4 or the latest version of Solaris	
6.	Network ports	8* 4-port 10G SR	8* 4-port 10G SR	
7.	Host Bus Adapter (HBA)	8* 2-port 16 Gbps HBA	8* 2-port 16 Gbps HBA	
8.	Redundant Power Supply (RPS)	Server should be configured with RPS	Server should be configured with RPS	

2. Application Servers: (Production and UAT)

Sr. No.	Hardware/ Software	Production Application Location & Quantity		UAT Application Location & Quantity	
		Mumbai	Hyderabad	Mumbai	Hyderabad
2.1	Servers to host ePay application in production and to host Application and Database (Oracle) in UAT environment. Unix Based POWER9 / SPARC M8 Processor/Any other RISC based compatible Servers with AIX, Solaris latest OS version support.	**5**	**5**	**3**	**3**
	Total Quantity	**5**	**5**	**3**	**3**

(2.2) Technical Specification for each Application Server (Production and UAT):

Sr. No	Description	IBM	Oracle	Any other OEM
1.	Processor/Server Type & clock speed	P9, 3.8 GHz	M8, 5 GHz	Any other equivalent RISC based compatible configuration
2.	Total no. of cores	46	64	
3.	Total Memory	24 GB/Core	16 GB/Core	
4.	Hard Disk Drives	8x6.3 TB Full Flash SSD configured on RAID 1+0 with hardware RAID controller.	8x6.3 TB Full Flash SSD configured on RAID 1+0 with hardware RAID controller.	
5.	Operating System	64 bit Unix Operating System – AIX 7.2.X or the latest version of AIX	64 bit Unix Operating System - Solaris 11.4 or the latest version of Solaris	
6.	Network ports	4* 4-port 10G SR	4* 4-port 10G SR	

7.	Host Bus Adapter (HBA)	4* 2-port 16Gbps	4* 2-port 16Gbps	
8.	Redundant Power Supply (RPS)	Server should be configured with RPS	Server should be configured with RPS	

3. X86 Servers: Production and UAT:

Sr. No.	Hardware/ Software	Production Location & Quantity		UAT Location & Quantity		Total Quantity	
		Mumbai	Hydera bad	Mumbai	Hyderabad	Mumbai	Hyderabad
3.1	Backup	1	1			1	1
	Genesis	2	2	1	1	3	3
	Management	1	1			1	1
	MIS	2	2	1	1	3	3
	Monitoring Server	2	2	1	1	3	3
	Patch Repository	1	1			1	1
	Total Count	9	9	3	3	12	12

3.2 Specification for each X86 Servers: Production and UAT

Sr. No	Description	Configuration
1.	Processor/Server Type & clock speed	X86 Intel
2.	Total no. of cores	48
3.	Total Memory	1 TB
4.	Hard Disk Drives	4x6TB SSD configured on RAID 1+0 with hardware RAID controller.
5.	Operating System	64 bit Unix Operating System – RHEL, Windows 2016, Solaris, AIX.
6.	Network ports	2* 4-port 10G SR
7.	Host Bus Adapter (HBA)	2* 2-port 16Gbps

8.	Redundant Power Supply (RPS)	Server should be configured with RPS.

4. Storage: (Production)

Sr. No.	Hardware/Software	Production Location		Total Quantity	
		Mumbai	Hyderabad	Mumbai	Hyderabad
4. 1	Production Enterprise Class Flash Storage from EMC/NET APP	1	1	1	1
	Storage Capacity	150 TB	150 TB	150 TB	150 TB

(4.2) Specification for Enterprise Class Storage – (Production)

Sr. No	Description	IOPS in No. and Storage Space in TB
1.	No. of IOPS with < 1 milliseconds latency	75000
2.	Usable Storage Capacity (TB) with RAID 6 of FLASH.	150

5. **Storage: (UAT)**

Sr. No.	Hardware/Software	UAT Location		Total Quantity	
		Mumbai	Hyderabad	Mumbai	Hyderabad
5. 1	DEV-UAT-Flash Storage from EMC/NET APP	1	1	1	1
	Storage Capacity	25 TB	25 TB	25 TB	25 TB

(5.2) Specification for each Enterprise Class Storage usable space:

Sr. No	Description	IOPS in No. and Storage Space in TB
1.	No. of IOPS with < 1 milliseconds latency	15000
2.	Usable Storage Capacity (TB) with RAID 6 of FLASH	25 TB

6. Tape Library (Production):

Sr. No.	Hardware/Software	Production Location		Total Quantity	
		Mumbai	Hyderabad	Mumbai	Hyderabad
6.1	LTO-8 with 2 Drives and 30 Cartridges Slots	1	1	1	1
6.2	LTO Cartridges	30	30	30	30

(6.3) Specification of Licenses for Veritas NetBackup Software Solution (Tape library) at DR and DC sites each:

Sr. No	Description	No. of Software Licenses required for Backup
6.3.1	Veritas NetBackup Software Solution for proposed Application Oracle Database servers.	80 TB

6.4 Number of Licenses for Veritas NetBackup Solution

Sr. No.	Hardware/Software	Production Location	
		Mumbai	Hyderabad
6.4.1	Backup Software Solution for the proposed Application and Database servers	1	1
	Total Quantity	1	1

7. San Switches: (For Production and UAT):

Sr. No.	Hardware/Software	Production Location		UAT Location	
		Mumbai	Hyderabad	Mumbai	Hyderabad
7.1	San Switches with 32 Gbps speed or above with switch level redundant power supply SFP (Small Form Pluggable) fully populated.	As per OEM Solution with 25% Scalability	As per OEM Solution with 25% Scalability	As per OEM Solution with 10% Scalability	As per OEM Solution with 10% Scalability

8. Media Gateway: (Production):

Sr. No.	Hardware/Software	Production Location	
		Mumbai	Hyderabad
8.1	Mediant 3000 Scalable VoIP Gateway with redundant 8E1/10T1 Spans - AC power. Software upgradable up to 16E1/21T1 Spans, with Advance Hardware replacement for 6 year 24X7 offsite support for 6 Year with redundant Power Supply.	3	3
	Total Quantity	3	3

9. Citrix Load Balancer: (UAT)

Sr. No.	Hardware/Software	Production Location
		Hyderabad
9.1	Citrix ADC MPX 5901 Premium Edition. 2x10G SFP+; 6x10/100/1000 CU; 10GE SFP+ and 1GE CU Sold separately with Premium Edition. Additional 1 unit of Citrix ADC FRU Power Supply, 450W AC Module, 5900 / 8900 / SD-WAN 2100 Series for redundancy. One time 3 Year Gold Plus Maintenance Citrix ADC MPX 5901 PE 2x10G SFP+; 6x10/100/1000 CU; 10GE SFP+ and 1GE CU Sold separately – Gold Plus Maintenance and separately each year for next 3 years.	1

Note:

i) Bidder must ensure redundancy for each hardware supplied at component level.

ii) Required Racks must be provided by the bidder as part of the hardware procurement at no extra cost to the Bank.

iii) All cable(s) required (i.e. UTP / Fiber Cable / Inter-connect cable etc.) should be provided by the bidder to make the setup in working condition.

iv) All Software licenses (e.g. Redhat, Jboss Enterprise Edition etc.) for the abovementioned servers should be provided by the bidder to make the setup in working condition without any extra cost.

v) All Software Licenses provided by the bidder should be perpetual in nature and it should be issued in Bank's Name.

vi) Currently SBIePay application procured from TOML is running on Oracle platform/Stack.
However, selected Bidder & OEM should ensure smooth functioning of SBIePay application on their platform. Certificate to that effect will be issued by TOML after testing their application on the respective OEM's hardware at SBI site. It is the responsibility of the Bidder to get the testing done through their OEM partner before raising any payment invoice to the Bank.

vii) All Bidders are also required to complete performance testing along with their OEM partner and TOML as per 300 TPS requirements of RFP. It is the joint responsibility of the Bidder, OEM and TOML to complete the performance testing. Responsibility of TOMPL includes tuning of SBIePay application which needs to be tested for performance. However, the Performance testing process is to be driven by the selected Bidder and the necessary tools and expertise required for the same need to be provided by the bidder at Bank's premises / Data Centre and without any extra cost to the Bank. The joint certification to that effect should be submitted to the Bank before raising any payment invoice to the Bank.

viii) In case L1 bidder fails to comply with the above mentioned (testing compatibility on OEM platform and compliance with 300 TPS benchmark) requirements then L2 bidder will be eligible to get the contract provided L2 bidder satisfies the above mentioned conditions of the Bank. Similarly, if L2 bidder fails then L3 bidder will be eligible to get the contract provided L3 bidder satisfies the above mentioned conditions and so on.

ix) Spares or replacement parts for hardware will be available for next 6 years from the end-of-sale-date.

x) Product supplied should not come under the purview of *End of Product Life Cycle during next 6 years.

*End of Product Life Cycle: A process that guides the final business operations associated with the product life cycle. The end-of-life process consists of a series of technical and business milestones and activities that, once completed, make a product obsolete. Once obsolete, the product is not sold, manufactured, improved, repaired, maintained, or supported.

Other Criteria:

1.1.1 All the servers as specified above must follow the detailed specifications mentioned in **Appendix-C** and **Annexure-A.**

1.1.2 Proposed servers should only be **RISC architecture**-based servers from same OEM and should also support multiple logical partitioning of servers, based on Bank's requirement from time to time.

1.1.3 The proposed enterprise servers which will be used to host ePay Database should be vertically scalable up to additional minimum 25% of the proposed cores within the same machine. Similarly, the proposed servers which will be used to host production HTTPS/JEE Application Layer should be horizontally scalable. Bidder should provide HTTPS/JEE Web Servers as specified in **Appendix-C** and **Annexure-A.**

1.1.4 To support horizontal scalability of database servers in RAC environment, bidder should be able to supply the similar servers with equivalent performance and same operating system over a period of 5 years. Bidder must submit product roadmap for next 3 years. Bidder must ensure seamless integration of the newly supplied server with the existing RAC setup of Bank. If bidder is not able to supply the similar servers with equivalent performance and there is any performance impact in the existing RAC setup due to addition of newly supplied server, then bidder must replace all the existing database servers with latest available RISC based enterprise servers without any additional cost to the Bank. Indicative procurement / upgrade projection for Enterprise DB Servers over a period of 5 years about a) Cores and RAM in Enterprise servers will be decided based on actual business growth of the Bank Application.

1.1.5 Enterprise class storage should be scalable as per banks requirement. Bidder must make sure the connectivity and integration of proposed storage solution with the existing IT Infrastructure running on Oracle platform at Primary (DC) and Disaster Recovery (DR) sites. The required information will be shared with successful bidder.

1.1.6 Bidder/OEM must install and configure SAN box in consultation with application vendor M/s TOML. Bidder must make sure seamless integration of proposed SAN solution with the existing IT Infrastructure running on Oracle platform as well as the newly proposed servers and storage, to support Epay requirements, at Primary (DC) and Disaster Recovery (DR) sites. The required information will be shared with successful bidder.

1.1.7 Bidder must install oracle database in all proposed database servers at all the locations. Bank intends to implement 2 node Oracle Real Application Cluster (RAC) on proposed enterprise servers, which needs to be arranged by the bidder. All required Oracle database and Oracle RAC licenses will be provided by Bank.

1.1.8 Authorized System Integrators (SI) of M/s IBM/Oracle should supply RedHat Jboss Enterprise Edition software, along with respective OEM hardware.

1.1.9 Backup Software Solution should support Full/Incremental/Differential backup having capability of taking backups on LTO Tape Drives tape libraries at Primary site (DC) and Disaster Recovery site (DR). Backup Software solution should also support Industry standards encryption (AES 256/512 bit). Bidder must install Backup software solution on Production Database servers (DR as well as PR), make the necessary configuration with the new/existing Tape library and provide training to Bank officials for using the Backup

software. The details about existing Tape library consist of 02 number of LTO5 drives with Veritas NetBackup backup solution.

1.1.10 Bidder should provide hardware management console for centralized management of the proposed solution. It may be in form of separate console or may be as the integral part of Hardware at Primary (DC) and Disaster Recovery (DR) site.

1.1.11 Successful bidder's OEM should study existing environment and prepare detailed design documents for the deployment/installation of the proposed hardware & software and migration of data from the old setup to new setup. Bidder must submit following documents:
a) Detailed project plan with timelines and milestones with PERT chart.
b) Installation / standard configuration documents of the proposed hardware and software.
c) Network Architecture diagram / Other Diagrams / Layout / documents pertaining to power & space specifications, etc. of proposed deployment.
d) Data migration plan from old setup to new setup both at DC and DR without any extra cost to the Bank.
e) Installation document of the monitoring software & patch management software.
f) Standard Operating Procedure documents for performing regular activities.

1.1.12 Bidder should depute engineers from the respective OEM for the installation, migration of data and maintenance of the proposed hardware and software at both the two locations of Bank. Besides, Bidder should provide onsite support on 24x7 basis to maintain 99.45% uptime of the proposed hardware at DC/DR Site of Bank during the contract period. No subcontracting is allowed. KYE (Know your employee) details of the support team need to be submitted by bidder/ OEM as per Bank's requirement. The onsite engineers support team must have minimum educational qualification of B.E./B.Tech or equivalent and should possess experience of 2 years in supporting the same technology post educational qualification. Onsite support team will perform the following activities:
a) Proactive maintenance, patching, issue resolution and comprehensive support of all hardware components.
b) Enterprise Management System – Performance

1.1.13 Post installation and commissioning activity at primary (DC), Disaster (DR) sites, all respective validations should be checked, data should be migrated from old setup to new setup at DC/DR and reports need to be submitted to Bank for sign off of successful installation and migration of Data.

1.1.14 Post implementation, scope includes bidder/OEM support for the following activities from time to time: (a) Firmware Upgrades, (b) Faulty Parts replacement, (c) Hardware System monitoring, (d) Troubleshooting & Performance Tuning, (e) Operating System/ firmware/patch Upgrades, (f) Upgrades of supplied software, (g) Advisories on software upgrades & vulnerabilities, (h) Support during DR Drills, (i) Any support required to make systems & software up and running (j) closure of Vulnerability assessment

findings/ security audit findings/CSR findings/IS Audit findings / Concurrent Audit findings / RBI Audit findings etc. For the above activities Bank require two Resident Engineer from OEM for 15 hours/Banking day.

1.1.15 Scope includes resolving supplied hardware and software related issues during warranty and AMC/ATS period, including installation/reinstallation of OS and any other software supplied by the bidder, due to any reason what-so-ever for the above-mentioned hardware and software. It also includes installation / reinstallation of SAN during contract period without extra cost to Bank.

1.1.16 The support during warranty and post warranty period should be provided directly by respective OEM for server, storage and software. Bidder needs to provide suitable proof to the Bank for having back-to-back support arrangement with OEM, on OEM's letterhead for providing hardware and software support directly by OEM under both warranty and AMC/ATS period.

1.1.17 Bidders/OEM must migrate Banks Epay Database from existing EMC based Storage on to New enterprise storage with zero data loss and data integrity at Primary (DC) and Disaster Recovery (DR) within the stipulated time frame specified by Bank without any downtime. However, if any downtime is required by bidder, Bank may consider minimum downtime during the non peak hours. The bidder may use Oracle Golden Gate for data synchronization. Bank will provide the requisite licenses for Oracle Golden Gate. It is assumed that migration will be done with zero data loss. Bidder must connect/map/zone existing Epay application server to the new storage and migrate existing database servers and storage to proposed server and storage. A detailed data migration report should be submitted at the successful completion of the activity as per Bank's requirement.

1.2 Bidders/OEM installation team must ensure all the necessary connectivity (Rack Mounting /Grounding/networking/cabling/zoning etc) and integration of proposed servers and enterprise storage with the existing Oracle Servers and Oracle Series Tape library at DC and DR location via Oracle/Cisco SAN Switch, which is currently available at both Primary (DC) and Disaster Recovery (DR) site.

1.2.1 All hardware and software provided under this tender should support IPv4 and IPv6 addressing from day one.

1.2.2 (a) Bank has implemented two site Epay data replication using Oracle Data Guard technology, asynchronous data replication between (DC Rabale) and DR (Hyderabad). The same data replication must be achieved by the bidder in all the two sites by implementing ODG (Oracle Data Guard) to ensure zero data loss.

1.2.2 (b)In addition to the above, Bidder should provide Data Guard Technology through which synchronization happens through storage level data replication between DC (Rabale) and DR Hyderabad.

1.2.3 Presently Bank is using EMCs TimeFinder copy (Business copy / Point-in-time copy) utility for making multiple copies of database instances at storage level. Similar utility should be implemented by the bidder in the proposed enterprise storage solution both at Primary (DC) and Disaster Recovery (DR) sites to create multiple business/point-in-time copies. At present, Bank requires one clone copy at DC and DR sites. However, in future bank may require additional clone copies. The clone copy must reside on SSD drives and bidder must consider this clone copy in the usable storage space at DC and DR sites. Clone copy should be on Flash/SSD drives in RAID 6.

1.2.4 The bidder should deliver the proposed hardware and software at respective delivery locations. Delivery, installation, commissioning of the hardware / software including migration of data from old setup to new setup at all the two sites should be completed within sixteen weeks from the date of purchase order. (The detailed plan need to be submitted by the bidder)

1.2.5 Bidder must make OEM resources available for installation, configuration and deployment of certified patches on proposed servers as and when they are released by OEM, as per Banks requirement during the contract period without any additional cost to Bank.

1.2.6 Bidder must provide certificate of assurance to Bank on OEM's letter head duly signed by authorized signatory for supply and upgrade of proposed hardware and software which is equivalent or higher and should be compatible with supplied hardware and software over a period of next six years during support period.

1.2.7 All the parts of hardware items and software (OS and any other software provided under this contract) would be covered under comprehensive warranty/AMC/ATS. If there is any gap between Bank's requirement and bidder/OEM warranty/AMC/ATS, then it will be the responsibility of bidder/OEM to fill up the gap.

1.2.8 The warranty of hardware/software will start after completion of successful installation, migration of data, commissioning of new setup and after obtaining sign off from Bank. AMC will start post completion of warranty period of 3 years. Bank will not return the faulty flash drives/ SSDs/ HDDs supplied under this contract.

1.3 Bidder must guarantee minimum uptime of 99.45% for all systems supplied under this tender and need to execute the service level agreement before issuing of the Purchase Order.

1.3.1 Bank conducts VA & PT (Vulnerability Assessment & Penetration Testing) and Information Security audit on quarterly basis. The bidder/OEM needs to comply with the

findings of the VA & PT. Accordingly, hardening activity as per Bank's standard SCD (Secure Configuration Documents) or any other activity required for compliance of security audit should be carried out by the bidder/OEM as per the requirement of the Bank without any additional cost to the Bank.

1.3.2 Bidder to provide administration training (professional classroom training) for minimum 5 days to Bank on the following:
(a) Server Virtualization
(b) Operating System Management and Control
(c) Monitoring and Patch Management software
(d) Backup Software
(e) Application server software (JBOSS)
Training should be provided to minimum 10 officials. Bidder must impart training at bidder's location in Mumbai covering basic operations and administration in nature.

1.3.3 All the hardware/underlying OS/Firmware components should be compatible for integration with Bank's IT governance framework i.e. Integration with DAM, PIMS, SOC/SIEM, ITAM, Antivirus and any other IT governance tools which The Bank may introduce later.

2**. Terms of Execution of work:**

The bidder should complete the delivery of the proposed hardware & software at respective delivery locations, installation and commissioning of the hardware and software at DC and DR sites including data migration from old setup to new setup within sixteen weeks from date of issue of purchase order. Order will be deemed accepted from 7th day of purchase order date, in case bidder does not convey formal acceptance to Bank. In case of delay in delivery & installation, penalty will be levied as per Liquidated Damages clause.
Bank reserves the right to conduct the pre-shipment inspection or onsite inspection of the system before final acceptance by Bank. In case of pre-shipment inspection, additional one week will be given to vendor for delivery.

3. **Acceptance**:

3.1. The acceptance test to verify the committed performance indicators may be performed by the Bank, after completion of installation of all the equipment at the respective locations. Complete hardware and software as specified in the tender must have been supplied, installed and integrated with the existing systems of Bank properly by the bidder prior to acceptance of the same. The acceptance test may be conducted by Bank or person nominated by Bank at its option. The bidder will be responsible for setting up and running the acceptance test without any extra cost to Bank.

3.2. In the event of hardware and software failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test,

failing which Bank reserves the right to get the corresponding component replaced by the bidder at no extra cost to Bank or to cancel the order and recall all the payments made by Bank to the bidder under this contract.

3.3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility of the bidder. During acceptance test the bidder must demonstrate all the features of the respective hardware items.

Annexure-A:

(A) Detailed Specifications of Production Database Server

Sr. No	Parameter	Specification	Compliance [Yes / No]	Bidder Response
1.	**No of Servers & Cores**	IBM/Oracle servers with minimum 25% scalability.		
2	**Database Server**	High end Enterprise class Servers with no single point of failure should be quoted.		
		Each server should be capable of being partitioned into multiple Dedicated partitions.		
		Each partition shall have its own Operating System kernel (instance), host name and IP address.		
		The proposed server should be compatible to run 11gR2 and latest available Oracle Database versions including oracle 19c.		
		Proposed servers must have redundant architecture for each dedicated partition – HBAs, Ethernet Cards, Memory Modules and Power Supply etc		
3	**Processor**	High performance RISC architecture processors at the time of submission shall be offered. Refer		

		Appendix-C (1.2.1) – Processor Server Type and Clock Speed.		
4	**Memory**	Each server should be configured with minimum 24 GB/Core Memory for IBM and 16 GB/Core for Oracle.		
		Memory offered should be DDR4 or above.		
5	**Disk**	Boot from SAN		
6	**Media Devices**	The server shall have direct access (no network/remote mount) to a tape drive.		
		All required FC adapters to mount tape drives need to be populated in the server(s). (Dedicated Port for Backup)		
7	**I/O Cards**	All IO slots should be minimum PCIe Generation 3 or higher Generation with speed of X16 or above. All PCIe adapters used in the solution shall be hot swappable/ pluggable.		
		Functional (Ethernet & Fibre Channel) redundancy at an adapter level should be provided in each IO partition.		
		Ethernet: The server shall have 8 * 4 10 Gb SR Ethernet ports across N+N redundant adapters / controllers configured.		

		Fibre Channel: The server shall have 8*2P-16 Gb Fibre Channel ports across N+N redundant adapters / controllers configured.		
		Bidder to deliver requisite Fiber Cables to connect the servers to SAN network.		
8	**Partitioning & Virtualization**	Server should be capable of supporting virtual partitions.		
		Software faults on one partition should not impact other partitions. An error/fault in one partition should not bring the entire system or other partitions down.		
		Each partition shall have the capability to start-up and shut-down independently without affecting any other partition on the same server.		
9	**RAS Functionality (Reliability Availability and serviceability**)	The hypervisor shall be capable of executing policies to administer processor and memory resources including: □ Dynamically (without reboot) & automatically (without manual intervention) allocating additional temporary processor capacity to partitions with heavy CPU utilization.		

		□ Dynamically & automatically allocating additional physical memory temporarily to partitions with heavy paging.		
		The processors shall have the following minimum RAS features: □ Dynamic (without reboot) processor deallocation/ replacement .		
		Memory shall have the following minimum RAS features: □ Dynamic memory deallocation/ replacement		
		IO subsystem shall have the following minimum RAS features: □ All IO adapters should be hot swappable / pluggable □ ECC correction on IO interconnects		
		The server chassis shall have the following minimum RAS features: □ Redundant system interconnects (system bus) □ Redundant service processors with automatic takeover & system clocks □ LEDs to indicate failed components □ Concurrent firmware updates □ Continuous error collection & logging of		

		information from server checkers with monitoring by the service processor		
10	**Operating System**	The UNIX operating system shall have the following minimum RAS features: Support for all the above listed hardware RAS features Identify hardware failures & automatically reconfigure / delineate failed resources without bringing down the entire system Concurrent operating system updates Ability to record and track sequential flow of time-stamped system events		
		The server should have dedicated system management port(s).		
11	**Management Port**	System management should be through a dedicated adapter (No business transaction thru this adapter)/ integrated system management port.		
12	**Security**	Operating system offered should include the following (add-on products to achieve the functionality is acceptable): file systems with an encryption option and snapshot capability to create snapshots		

		without unmounting the file system. □ Workload management □ Patch management system □ Online backup of operating system.		
		The system should have secured central logging of all partitions system logs. These logs should be secured from root administrators of the partitions.		
		The system should ensure that site patch level policies are maintained across physical (virtual) systems. It should also provide a report of all non-compliance when systems are activated.		
		Real time security alerts must be provided when violations of a compliance profile or changes to a monitored file occur.		
13	**Patch Management**	The system should be able to generate security and compliance reports for auditors.		
		Solution should include automated capabilities for asset discovery and inventory, real-time query, software distribution, operating system deployment and migration, patch management and power management.		

14	**Power & Cooling**	The maximum rated power (watts) and cooling (BTU/hr) for the server shall be submitted.		
15	**Licensing**	The bidder must give certificate of assurance for supply of proposed server over a period of next Five. (5) years and end-of-life support for period of seven (7) years shall be submitted on OEM letter head duly signed by authorized signatory.		
		The virtualization software shall be licensed for the entire server.		
		The security & compliance tools shall be licensed for the complete server including the maximum number of partitions that can be theoretically created on the server.		
16	**Management Console**	Single management console shall be offered. The management console must be on server-class system. The management console shall be capable of managing multiple physical servers at the same time.		

(B) Detailed Specifications of Application Servers:

Sr. No	Parameter	Specification	Compliance [Yes / No]	Bidder Response

1.	**No of Servers & Cores**	IBM : Servers with minimum 352 Cores each at DC and at DR with Dual Socket in each server		
		Oracle : Servers with minimum 512 Cores each at DC and at DR with Dual Socket in each server		
2.	**Database / Web Server**	Each server should be capable of being partitioned into multiple Virtual partitions.		
		Each partition shall have its own operating system kernel (instance), host name and IP address.		
		The proposed server should be compatible to run Application Software i.e. Jboss, Oracle 11gR2 and latest Oracle Database versions including oracle 19c, Oracle RAC Cluster.		
		Proposed servers must have redundant architecture – Disk Controllers, Disks, HBAs, Ethernet Cards, Memory Modules and Power Supply etc. Even Virtual Machines must have Redundant components.		
3.	**Processor**	High performance RISC architecture processors at a time of submission shall be offered. Refer **Appendix-C** (2.2.1) – Processor, Server Type and Clock Speed.		
4.	**Memory**	IBM : 24 GB/Core and Oracle : 16 GB/Core		
		Memory offered should be DDR4 or above.		
		Future scalability of twice the memory quoted should be Possible on the server.		
5.	**Disk**	The server shall be booted from internal disks		
6	**I/O Cards**	All IO slots should be minimum PCIe Generation3 or above with speed of x16. All PCIe adapters used in the solution shall be hot swappable/pluggable.		
		Functional (Ethernet & Fibre Channel) redundancy at an adapter level should be provided in each IO partition.		
		Ethernet: The server shall have 4 * 2P 10 Gb SR Ethernet ports across N+N redundant adapters / controllers configured.		

		Fibre Channel: The server shall have 4 * 2P 16 Gb Fibre Channel ports across N+N redundant adapters / controllers configured.		
7	**Partitioning & Virtualization**	Each partition shall have aligned to it the necessary resources (processor, memory and IO) required to host its workload.		
		Software faults on one partition should not impact other partitions. An error/fault in one partition should not bring the entire system or other partitions down.		
		Each partition shall have the capability to start-up and shut-down independently without affecting any other partition on the same server.		
8	**RAS Functionality**	The processors shall have the following minimum RAS features: - Dynamic (without reboot) processor deallocation		
		Memory shall have the following minimum RAS features: - Extended ECC memory & or similar solution - Dynamic memory deallocation		
		IO subsystem shall have the following minimum RAS features: - ECC correction on IO interconnects - Internal disk if offered should be hot swappable/pluggable; should support pre-failure alerts		
		The server chassis shall have the following minimum RAS features: - A service processor & system clock - Redundant hot-swappable power supplies and cooling fans - LEDs to indicate failed components - Concurrent firmware updates - Continuous error collection & logging of information from server checkers with monitoring by the service processor		
		The UNIX operating system shall have the following minimum RAS features:		

		- Support for all the above listed hardware RAS features - Identify hardware failures & automatically reconfigure / delineate failed resources without bringing down the entire system - Concurrent operating system updates - Protection against inadvertent memory overlay (separate for OS and application) - Ability to record and track sequential flow of time-stamped system events		
9	**Miscellaneous**	The server should have dedicated system management port(s).		
		System management should be through a dedicated adapter / integrated system management port.		
10	**Operating System**	The UNIX operating system shall have the following minimum RAS features: Support for all the above listed hardware RAS features Identify hardware failures & automatically reconfigure / delineate failed resources without bringing down the entire system Concurrent operating system updates Ability to record and track sequential flow of time-stamped system events		
		The server should have dedicated system management port(s).		
11	**Management Port**	System management should be through a dedicated adapter(No business transaction thru this adapter)/ integrated system management port.		
12	**Security**	Operating system offered should include the following (add-on products to achieve the functionality is acceptable): file systems with an encryption option and snapshot capability to create snapshots without unmounting the file system. Workload management Patch management system Online backup of operating system.		

		The system should have secured central logging of all partitions system logs. These logs should be secured from root administrators of the partitions.		
		The system should ensure that site patch level policies are maintained across physical (virtual) systems. It should also provide a report of all non-compliance when systems are activated.		
		Real time security alerts must be provided when violations of a compliance profile or changes to a monitored file occur.		
13	**Patch Management**	The system should be able to generate security and compliance reports for auditors.		
		Solution should include automated capabilities for asset discovery and inventory, real-time query, software distribution, operating system deployment and migration, patch management and power management.		
14	**Power & Cooling**	The maximum rated power (watts) and cooling (BTU/hr) for the server shall be submitted.		
15	**Licensing**	The bidder must give certificate of assurance for supply of proposed server over a period of next Six (6) years and end-of-life support for period of seven (7) years shall be submitted on OEM letter head duly signed by authorized signatory.		
		The virtualization software shall be licensed for the entire server.		
		The security & compliance tools shall be licensed for the complete server including the maximum number of partitions that can be theoretically created on the server.		
16	**Management Console**	Single management console shall be offered. The management console must be on server-class system. The management console shall be capable of managing multiple physical servers at the same time.		

12	**Security**	Operating system offered should include the following (add-on products to achieve the functionality is acceptable): □ file systems with an encryption option and snapshot capability to create snapshots without unmounting the file system. □ Workload management □ Patch management system □ Online backup of operating system.		
		The system should have secured central logging of all partitions system logs. These logs should be secured from root administrators of the partitions.		

(C) Detailed Specifications for Enterprise Class Storage:

Sr. No	Parameter	Specification	Compliance [Yes / No]	Bidder Response
1	**Brand**	The proposed storage offered should be of latest generation enterprise storage from EMC		
2	**Architecture**	The Storage System must be an enterprise class NVMe based all flash Storage System and shall support no single point of failure.		
		Storage should be proposed with at-least dual redundant, hot swappable controllers for high-availability, load balancing and redundant modes of operation.		
		Each controller should be able to access host and backend drives. (even if there is a failure of one controller)		
		Storage system shall be configured with adequate number of Backend ports (towards disks) so as to meet the required performance specifications.		

3	**Front End & Replication Ports**	Storage system shall be configured with at least 16 nos of 32 Gbps Frontend FC Host ports (towards SAN Switch). The Frontend Host port should be scalable to 32.		
		In addition, minimum 4 x 10 Gbps iSCSI ports need to be provisioned for remote replication. In case onboard iSCSI ports are not available, then bidder should factor additional 4 FC ports along with redundant FCIP routers.		
4	**Cache**	Storage System shall be configured with minimum 1 TB of DRAM based cache (inclusive of only write mirroring). Cache should be scalable to 4 TB of cache inclusive of only write mirroring in the same system/array by adding DIMM modules or controllers. The Storage array should not be loaded with the overhead of mirroring the read cache. Data in cache should be protected against unexpected power failures for 72 hours of time.		
5	**Capacity**	Total usable capacity provided should be 150 TB (150 TB Flash) at DC and DR each. This capacity should be without any compression or deduplication.		
		Minimum 150 TB usable on latest generation NVMe based Flash Disks, with maximum capacity of each drive not exceeding 10 TB and should be on RAID 6 (equivalent).		
		Global hot spares should be included with at least One hot spare for maximum 23 drives.		

6	**Performance / Scalability**	Performance: The proposed storage system should meet below performance capability:		
		Production tier - Minimum 75,000 IOPS for a 70/30 R/W ratio and an average IO size of 8KB, 50% read cache hit. The response time should be less than 1 milliseconds.		
		It should be possible to achieve the desired performance even with replication (synchronous or asynchronous) enabled for at least 60% of the above capacity.		
		Overall the proposed storage system should be scalable to reach 1,50,000 IOPS and 300 TB with the above workload characteristic. The compliance document should be accompanied with a letter from the OEM, confirming to this requirement.		
7	**Availability**	The storage system shall support Pro-active maintenance – self monitoring, self diagnosing and wherever possible, self repairing features		
		The Storage system shall support recovery from unscheduled power failure/ interruption without any data loss. -The storage system should have dual hot-swap power supplies or multiple Power feeds from separate power sources or both.		
		It shall support non-disruptive online micro code upgrades without impact on any application connected to storage system.		

		The Storage should be able to provide availability parameter of 99.45% from the date of acceptance to be calculated on monthly basis.		
8	**RAID**	Industry Standard RAID array supporting 6 or equivalent levels. It should support a mix and match of RAID levels behind a pair of controllers.		
9	**Local Replication**	Storage system shall support Full clone implementation of primary usable data. It should also have option to support space efficient snapshots		
		It shall support Instant Split with read: write access of the point-in-time copy from the primary/standard volume. The storage shall- provide point-in-time copy software for the same. Storage system shall support at least 3 or more Point in Time copies within the same storage system for a given production volume. Each of these can either be full copy clones or snapshots. It should be possible to incrementally resynchronize data in case of a full copy clone.		
10	**Management**	The Storage system shall be configured with GUI-based Storage Management Software Tools for Management. A single command console shall be used for the entire storage system. Vendor should provide storage management system for configuration, administration and monitoring. The storage array must provide performance monitoring,		

		reporting and tuning (QoS). The performance monitoring should be real-time and historical providing IOPS, Response Time and utilization of individual components within the storage. If licensed separately, the vendor needs to provide the necessary licenses for offered capacity. The monitoring should also include the P/E cycle figures of all SSDs and alert to proactively replace them before they wear out. The storage management software must provide multiple levels of access control including role-based security, provision to send alerts via email.		
11	**Host Support**	The storage system shall support the latest OS releases of the following mentioned servers / OS :- Servers running Windows, RHEL , AIX, Solaris, SUSE, HP-UX, etc. It should also support popular virtualization platforms like VMware.		
12	**Remote Replication**	The storage system shall support data replication from One Storage system to another storage system without any server intervention.		
		Data replication software shall support synchronous and asynchronous replication. Necessary Licenses for the complete proposed capacity should be included.		
		The DR Solution should support consistency groups within storage arrays.		
13	**Hardware/Software Upgrades**	Should be firmware upgradable for functionality improvements		

		and enhancements. Must support non-disruptive upgrade of core software, BIOS, snapshot, clone remote mirroring and management software without shutting down the storage system. All host attached servers must be fully operational during system level or maintenance upgrade procedures.		
14	**Multipathing**	The proposed storage should support multipathing across controllers. Storage based MPIO should be provided for each attached server.		
15	**Encryption**	The proposed storage to provide data encryption at rest at controller level or using self-encrypting drives without impacting storage performance. External key management software should also be provided.		
16	**Road Map**	The bidder must give certificate of assurance for support of proposed storage solution over a period of next five (5) years and end-of-life support for period of total seven (7) year shall be submitted on OEM letter head duly signed by authorized signatory.		
17	**Other Features**	The design shall also provide provision for following: Allocating and revoking disk space		
		Dynamic Volume Expansion		
		The storage system shall support Oracle ASM for RAC.		
		The storage system should support LUN Masking/Zoning dedicated to each server.		

18	**SAN Switch**	32 Gbps SAN switches in redundancy as per requirement.		

(D) Detailed Specifications of <u>Storage : (UAT)</u>

Sr. No	Parameter	Specification	Compliance [Yes / No]	Bidder Response
1	**Brand**	The proposed storage offered should be of latest generation enterprise storage from EMC		
2	**Architecture**	The Storage System must be an enterprise class NVMe based all flash Storage System and shall support no single point of failure.		
		Storage should be proposed with at-least dual redundant, hot swappable controllers for high-availability, load balancing and redundant modes of operation.		
		Each controller should be able to access host and backend drives. (even if there is a failure of one controller)		
		Storage system shall be configured with adequate number of Backend ports (towards disks) so as to meet the required performance specifications.		
3	**Front End & Replication Ports**	Storage system shall be configured with at least 8 nos of 16 Gbps Frontend FC Host ports (towards SAN Switch).		
		In addition, minimum 4 x 10 Gbps iSCSI ports need to be provisioned for remote replication. In case onboard iSCSI ports are not available, then bidder should factor additional 4 FC ports along with redundant FCIP routers.		

4	**Cache**	Storage System shall be configured with minimum 64 GB of DRAM based cache (inclusive of only write mirroring).		
5	**Capacity**	Total usable capacity provided should be 25 TB flash at DC and DR each. This capacity should be without any compression or deduplication.		
		Minimum 25 TB usable on latest generation NVMe based Flash Disks, with maximum capacity of each drive not exceeding 10 TB and should be on RAID 6 (equivalent).		
		Global hot spares should be included with at least One hot spare for maximum 23 drives.		
6	**Performance / Scalability**	Performance: The proposed storage system should meet below performance capability:		
		UAT tier - Minimum 15,000 IOPS for a 70/30 R/W ratio and an average IO size of 8KB, 50% read cache hit. The response time should be less than 1 milliseconds.		
		It should be possible to achieve the desired performance even with replication (synchronous or asynchronous) enabled for at least 60% of the above capacity.		
		Overall the proposed storage system should be scalable to reach 30,000 IOPS and 50 TB with the above workload characteristic. The compliance document should be accompanied with a letter from the OEM, confirming to this requirement.		

7	**Availability**	The storage system shall support Pro-active maintenance – self monitoring, self-diagnosing and wherever possible, self-repairing features		
		The Storage system shall support recovery from unscheduled power failure/ interruption without any data loss. -The storage system should have dual hot-swap power supplies or multiple Power feeds from separate power sources or both.		
		It shall support non-disruptive online micro code upgrades without impact on any application connected to storage system.		
		The Storage should be able to provide availability parameter of 99.45% from the date of acceptance to be calculated on monthly basis.		
8	**RAID**	Industry Standard RAID array supporting 6 or equivalent levels. It should support a mix and match of RAID levels behind a pair of controllers.		
9	**Local Replication**	Storage system shall support Full clone implementation of primary usable data. It should also have option to support space efficient snapshots		
		It shall support Instant Split with read: write access of the point-in-time copy from the primary/standard volume. The storage shall- provide point-in-time copy software for the same. Storage system shall support at least 3 or more Point in Time copies within the same storage		

		system for a given production volume. Each of these can either be full copy clones or snapshots. It should be possible to incrementally resynchronize data in case of a full copy clone.		
10	**Management**	The Storage system shall be configured with GUI-based Storage Management Software Tools for Management. A single command console shall be used for the entire storage system. Vendor should provide storage management system for configuration, administration and monitoring. The storage array must provide performance monitoring, reporting and tuning (QoS). The performance monitoring should be real-time and historical providing IOPS, Response Time and utilization of individual components within the storage. If licensed separately, the vendor needs to provide the necessary licenses for offered capacity. The monitoring should also include the P/E cycle figures of all SSDs and alert to proactively replace them before they wear out. The storage management software must provide multiple levels of access control including role-based security, provision to send alerts via email.		
11	**Host Support**	The storage system shall support the latest OS releases of the following mentioned servers / OS :- Servers running Windows, RHEL , AIX, Solaris, SUSE,		

		HP-UX, etc. It should also support popular virtualization platforms like VMware.		
12	**Remote Replication**	The storage system shall support data replication from One storage system to another storage system without any server intervention.		
		Data replication software shall support synchronous or asynchronous replication. Necessary Licenses for the complete proposed capacity should be included.		
		The DR Solution should support consistency groups within storage arrays.		
13	**Hardware/Software Upgrades**	Should be firmware upgradable for functionality improvements and enhancements. Must support non-disruptive upgrade of core software, BIOS, snapshot, clone remote mirroring and management software without shutting down the storage system. All host attached servers must be fully operational during system level or maintenance upgrade procedures.		
14	**Multipathing**	The proposed storage should support multipathing across controllers. Storage based MPIO should be provided for each attached server.		
15	**Encryption**	The proposed storage to provide data encryption at rest at controller level or using self-encrypting drives without impacting storage performance. External key management software should also be provided.		

16	**Road Map**	The bidder must give certificate of assurance for support of proposed storage solution over a period of next five (5) years and end-of-life support for period of total seven (7) year shall be submitted on OEM letter head duly signed by authorized signatory.		
17	**Other Features**	The design shall also provide provision for following: Allocating and revoking disk space		
		Dynamic Volume Expansion		
		The storage system shall support Oracle ASM for RAC.		
		The storage system should support LUN Masking/Zoning dedicated to each server.		
18	**SAN Switch**	16 Gbps SAN switches in redundancy as per requirement.		

(E) Detailed Specifications of Backup Software Solution

Sr. No	**Description**	**Compliance [Yes / No]**	**Bidder Response**
1.	Should be available on various OS platforms which are supported by OEM's such as different variant of Windows, RHEL, AIX and UNIX platforms and be capable of supporting backup / restores from various platforms including Windows, Unix and RHEL . Both Server and Client software should be capable of running on all these platforms.		
2	The backup solution should also support online backup of all popular Databases, VMWare, and Notes through appropriate agents.		
3	Should have built-in centralized, policy driven management feature by which all Backup servers can be managed from central location.		
4	Ability to backup data from one platform and restore it from another (limited to genera of operating systems (Unix to Unix,		

	Windows to Windows) to eliminate dependence on a particular OS machine and for disaster recovery purposes.		
5	Software should have full command line or GUI based support on above mention OS's.		
6	Should have SAN support on above mention OS's. Capable of doing LAN free backups to Tape for all platforms mentioned above.		
7	Should have built-in Alerting mechanism.		
8	Software should support cross platform device & media sharing capability.		
9	The software should be able to backup on to any Disk subsystem made available to the backup environment.		
10	The Backup software must have an integrated RDBMS as the catalog and must not use Flat file system to store the metadata of backup information.		
11	The Software must offer Web based administration and be capable of controlling different locations backup servers from a single console without the use of Enterprise Systems Management products.		
12	The software must have the capability of monitoring and controlling the offsite data sent across by WAN through Electronic Vaulting.		
13	The Backup software must ensure rapid restoration of only active data during a recovery needs. The software should not take frequent full backups of unstructured data or virtual environments.		
14	The Software must also provide for creating a Disaster Recovery Plan or DRP in case of the Backup server and all other servers in the backup network being destroyed in a possible disaster. This should be a scheduled and Automated activity on the backup server.		
15	The backup software must have the capability to support SAN based LANFREE Backup to tape.		
16	The licensing for the Backup software must be done in such a way that the migration of operating systems and/or databases/Application servers/clients must not warrant a change in license. The licensing must be independent of the server processor.		
17	The backup software must have the capability to migrate files from one media to another without changing the time stamp of the data that is backed up.		
18	The backup software must have the capability to encrypt the backed up data.		

19	The Backup software must include open API to enable integration with home grown applications.		
20	The Backup software must not have any restrictions on the number of drives that can be attached in the tape library. There should be no additional licensing if the number of tape drives is increased in the tape library.		
21	Should have firewall support.		
22	Should have in-built scheduling system.		
23	Should support clustered configurations of the backup application in a cluster. i.e. backup application should failover as a highly available resource in a cluster.		
24	Backup server software must have capability to run on Unix/RHEL Platform.		
25	Software should have an inbuilt feature for Tape to tape copy feature (cloning, within the tape library) to make multiple copies of the tapes without affecting the clients for sending tapes offsite as part of disaster recovery strategy.		
26	Should support different levels of User access, Administrator, User, Operator, so that only the authorized personnel can make changes or view the status based on the rights they have.		
27	Backup solution should also provide reporting capability and should be able to generate customized reports.		
28	The Proposed backup solution shall provide granularity of single file restore.		
29	The software should have inbuilt capability of De-duplication, no additional software / appliances should be needed.		
30	The software should support both Source (client) side, Target (Server) side and In-line De-duplication		
31	The software should have the capability to replicate the backed up data to the DR site for the selected systems only and should leverage de-duplication capability while replicating to DR site.		
32	The Software should have capability to define retention policy to the data & not to a Media.		
33	The software should have the ability to migrate the backed up data from the older technology tape to a newer tape technology drives anytime in future without manual intervention.		
34	The software should be able to reclaim the tape media if certain percentage of data within that media has expired. i.e. percentage should be user definable.		
35	Backup Software should also have a Capacity based licensing option.		
36	The backup software should be able to backup data on to Tape , Disk , Object & Cloud storage		

37	The backup software should be able to Tier the backed up data on to a De-duplicated pool to Object storage based on age of data.		
38	The backup software should be able to leverage the backup data of the Virtual environment for other purpose like Test/Dev, DevOps, Analytics and Reporting.		
39	The Backup software should have capability to define SLA based protection for Virtual environments.		
40	The backup software should have Self service capability with Role Based access control for Virtual environment backed up data.		
41	The backup software should have Global Search capability across the Virtual environments (VMWare and HyperV) that are backed up.		
42	The backup solution should have capability to integrate using RESTful API for the Virtual environment Backup.		
43	The backup solution should be able to provide Instant Restore & Instant Access capability for the Virtual Environments.		
44	The backup software should have the capability to reclaim the space from the Object Storage pool.		

(F) Detailed Specifications of Automated Tape Library

SR. NO.	REQUIRED SPECIFICATIONS	COMPLIANCE
1	Tape Library: should be rack mountable	
2	Tape Library: should have 02 x LTO8 FC Tape drives	
3	Tape Library: Vender should provide tape library with minimum of 30 slots.	
4	Tape Library: Tape Library should be scalable to minimum of 6 drives.	
5	Tape Library: Tape Library should be scalable to minimum 100 slots.	
6	Robotics: All the slots and Drives must be seamlessly accessible through the single Robotics	
7	Supported host platforms: Windows 2008/2016 Server, IBM AIX, SUN Solaris and RHEL Linux environments.	
8	Bar Code Reader: The Library should have an integrated Bar Code reader.	
9	Library management: The library should accommodate browser-based management that helps in monitoring the tape library.	

10	Power Supply and Cooling: Redundant hot swappable power supply to be provided.	

(G) Detailed Specifications of Media Gateways

S.No	Technical Specifications - Media Gateway	Compliance (Yes / No)
1	**General Specifications**	
1.1	Media gateway should have a blade architecture.	
1.2	Media gateway should be 2U high, 19-inch wide rack mountable.	
1.3	Media gateway should have DSP based architecture with no performance degradation when converting TDM to SIP trunks with enabled voice compression coders.	
1.4	Media gateway should work standalone and process calls without any external call server.	
1.5	Media gateway should have inbuilt dial plan execution capabilities.	
1.6	Media gateway should have inbuilt voice routing capabilities to various SIP and TDM trunks.	
1.7	Media gateway should have capability to support different voice codec for different trunk / channels or same codec for all trunks	
1.8	Media gateway should have capability to work in heterogenous environments	
1.9	Media gateway should have home grown DSPs and SIP Stack	
1.10	Media gateway should have flexible and inbuilt number manipulation capabilities before and after routing the call	
1.11	Media gateway should be future ready and able to utilize DSPs (Digital Signal Processor) for IP-IP transcoding of voice calls to perform voice compression.	
1.12	Media gateway should have highly interoperable SIP stack. The equipment manufacturer should have in house SIP stack and DSPs development to support future extensions in SIP (Session Initiation Protocol) protocol and related technology on same hardware.	
1.13	Media gateway should support local Survivability feature built in it	
1.14	Media gateway should have capability to register IP phones in survivability mode	
1.15	Media gateway should have inbuilt capability to route calls to PSTN (Public Switched Telephone Network) or fallback to other private TDM telephony network in case of IP connectivity failure or branch network isolation.	

1.16	Media gateway should have support of IPv4, IPv6 IETF RFC 3550, RFC 3551 RTP/IP Transport, TCP, UDP, RFC3267, RFC 3558 RTP/UDP/IP	
1.17	Media gateway should have built in 1+1 High Availability where in device has 2 blades - one active in working mode; the other redundant in standby mode.	
1.18	Media gateway should support 99.45% availability.	
2	**Hardware and interface requirements**	
2.1	Media gateway should have Two (1+1 redundancy) Gigabit Ethernet ports, full-duplex mode with auto-negotiation.	
2.2	Media gateway should have 8 E1/T1 ports to terminate voice digital trunks and should be scalable to 16 E1/T1 ports on the same chassis without any additional hardware	
2.3	Media gateway should have option to support PSTN terminations like E1/T1, DS3,OC3, STM1	
2.4	Media gateway should have support of Euro ISDN, PRI, CCS, QSIG and CAS as TDM protocol variants	
2.5	Media gateway should have capability to support different TDM protocol variants for different trunks connected on gateway	
2.6	Media gateway should have capability to upload flexible script to support various CAS variants.	
2.7	Media gateway should support SS7 to SIGTRAN (Signalling transport over IP). Media gateway should have inbuilt signalling gateway support.	
2.8	Media gateway should support MTP2, MTP3 terminations on TDM side and SIGTRAN, M2UA, M3UA on IP side.	
2.9	Media gateway should support ISDN call transfer scenarios like ECT , TBCT	
2.10	Media gateway should support ISDN QSIG supplementary services	
2.11	Media gateway should support SIP, H.248, MGCP as a control protocols.	
2.12	Media gateway should have clock generation and synchronization on TDM interfaces.	
2.13	Media gateway should have internal redundant AC power supply.	
3	**Voice over IP features**	
3.1	Media gateway should provide following voice coders enabled on all channels without any capacity reduction.	
3.2	a) G.711	
3.3	b) G.723	
3.4	c) G.726/7	
3.5	d) G.729A	

3.6	e) G.729B	
3.7	f) GSM	
3.8	g) G722	
3.9	Media Gateway should be upgradable to session border controller with a license key	
3.10	Media Gateway should have capability to work in a hybrid enviornment , that is Media Gateway & SBC at the same time	
3.11	Media gateway should have capability of Independent dynamic voice coder selection per channel.	
3.12	Media gateway should have configurable packetization time up to 120ms for each voice coders.	
3.13	Media gateway should have capability to perform automatic echo cancellation. G.165 and G.168-2002, with 32, 64 or 128 tail length.	
3.14	Media gateway should have capability to support echo cancellation on PSTN side	
3.15	Media gateway should have QoS (quality of service) with 802.1p/Q VLAN tagging and DiffServ.	
3.16	Media gateway should provide voice quality enhancement. e.g. packet loss concealment.	
3.17	Media gateway should support voice call quality monitoring of calls passing through the device with RTCP-XR. External report collection server may be added in future.	
3.18	Media gateway should have capability to support echo cancellation on IP side	
3.19	Media gateway should have dynamic programmable jitter buffer.	
3.20	Media gateway should have CNG (Comfort Noise Generation) feature.	
3.21	Media gateway should have VAD (Voice activity detection) feature.	
3.22	Media gateway should have Silence Suppression feature to save bandwidth.	
3.23	Media gateway should have DTMF/MF detection and generation capability towards IP-side and PSTN-side.	
3.24	Media gateway should comply with RF2833 and RFC 4733 compliant DTMF relay over IP network.	
3.25	Media gateway should have SIP INFO support for out of band DTMF delivery.	
3.26	Media gateway should support answering machine detection.	
3.27	Device should support call progress tones detection and generation.	
3.28	Media gateway should support automatic Fax/Modem detection and reliable transport T.38 (IP) compliant Group 3 fax and modem bypass (with automatic fallback to G.711) support.	

3.29	Media gateway should have MLPP support over E1 trunk to PBX.	
3.30	Media gateway should have TLS and SRTP support for signaling and media security.	
3.31	Media gateway should have IPsec support for control and management protocols/interfaces.	
4	**Management and Troubleshooting**	
4.1	Media gateway should have SNMP, SNMPv2c, SNMPv3 based alarming and monitoring.	
4.2	Media gateway should have capabilty to send traps to multiple SNMP managers	
4.3	Media gateway should support scenario creation for configuration to enable unskilled engineers to configure the device by using the scenarios	
4.4	Remote configuration and software download via TFTP, HTTP, HTTPS, DHCP and BootP, Syslog.	
4.5	Media gateway should be capable of integrate with central management system.	
4.6	Media gateway should have CLI, Telnet, and HTTP (web page) management.	
4.7	Media gateway should have easy to use standalone GUI (web page) based configuration and management.	
4.8	Media gateway should have remote configuration and software download via TFTP, HTTP, HTTPS, DHCP, BootP and Syslog.	
4.9	Media gateway should support troubleshooting on all TDM and IP call protocols	
4.10	Media gateway should support debug recording for voice recording for troubleshooting purpose	
4.11	Media gateway should have quick configuration by user defined configuration scenarios.	
4.12	Media gateway should support software/firmware upgrades through GUI (web page based)	
4.13	Media gateway should have debugs on all protocols / interfaces.	
4.14	Media gateway should have Real-Time Performance Monitoring.	
4.15	Media gateway should have real time CDR streaming to Syslog or RADIUS server.	
5	**Regulatory Compliance**	
5.1	Telecommunication standards as FCC part 68, TBR4 and TBR13	
5.2	Safety and EMC Standards as UL60950 - 1, FCC part 15 Class A, CE Mark (EN55022 Class A, EN60950, EN55024, EN300 386)	
5.3	Environmental standards compatible to NEBS Level 3, GR-63-Core, GR-1089-Core, Type 1 & 3	

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:- a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

Name & Signature of authorized signatory

Seal of Company

Appendix-E

Scope & Payment Schedule

Broad Scope of Work

The broad scope of the assignment would involve supply, installation, commissioning, maintenance and support of the hardware & software (as per technical specification and details given under **Appendix-C** and **Annexure-A**) at Primary site (DC) - Mumbai, Disaster Recovery site (DR) - Hyderabad and migration of data/software from the old setup to new setup and also integration with few required components of old setup (like Load balancer (Citrix) balancer and WAF (Imperva).

Payment Schedule:

Payment Terms:

Payment shall be made in Indian Rupees as under:

100% of the total hardware cost, software / licenses cost and installation and commissioning cost will due after completion of Delivery of H/W, software, installation of all H/W and S/W and commissioning of new hardware setup including migration of data from old H/W setup to the new H/W setup. However, payment will be released within 30 days of receipt of Invoice and Installation & Commissioning Certificate duly signed by the Bank provided Performance Bank Guarantee of 15% of the total cost of the project is received. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated. Performance Bank Guarantee should be issued from a Scheduled Commercial Bank other than SBI and should be valid for the period of duration of the contract plus 3 months (i.e. 6 years and 3 months) from the date of acceptance of commissioning of new H/W setup.
AMC cost shall be paid quarterly in arrears at the end of each quarter (Jan-Mar, Apr-June, July-Sep, Oct-Dec) on production of invoice from 4th year (Acceptance of Deliverables, etc.). For the first three years the assets will be under warranty. Support and Services cost will also be paid in arrears at the end of each quarter on production of invoices from 1st year of operation.

For Payment of AMC cost and support and services cost for each quarter Bidder/OEM must give break-up of Hardware Cost, Software and licenses cost, Installation and Commissioning and AMC and support and services cost (Refer **Appendix-F**)

Appendix-F

Indicative Price Bid

The indicative Price Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **"Indicative Price Bid for Procurement of _____".**

Name of the Bidder:

Location X : Mumbai.

Sr. No.	Item	Quantity	Rate per item	Amount in Rs.	Proportion to Total Cost of A (in %age) #
i	**Hardware**				
ii	**Software and licenses**				
1	**Sub-Total (i+ii)**				
2.	Installation/ Commissioning	[redacted]			
3.	Comprehensive warranty for Products mentioned in items above for 3 years from the go live date.				
4.	Comprehensive annual maintenance for Products mentioned above for 3 years, after the end of comprehensive warranty of 3 years.				
(The cost of AMC should be in range of 8% to 12 % p.a. of the hardware and Software cost)					
Sub-Total (1+2+3+4) = 'A'					

Location Y: Hyderabad

Sr. No.	Item	Quantity	Rate per item	Total Quote (INR)	Proportion to Total Cost of B (in %age) #
i	**Hardware**				
ii	**Software and licenses**				
1	**Sub-Total (i+ii)**				
2.	Installation/ Commissioning	[redacted]			

3.	Comprehensive warranty for Products mentioned in items above for 3 years from the go live date.	[redacted]		
4.	Comprehensive annual maintenance for Products mentioned above for 3 years, after the end of comprehensive warranty of 3 years.			
(The cost of AMC should be in range of 8% to 12 % p.a. of the hardware and Software cost)				
Sub-Total (1+2+3+4) = 'B'				

Training and Certification

Sr. No.	**Item**	**Quote (INR)**	**Proportion to Total Cost 'C' (in %age) #**
1.	Training and Certification (from OEM) for_____		
Sub-Total 'C'			

Support and Services

Sr. No.	**Item**	**Quote (INR)**	**Proportion to Total Cost 'D' (in %age) #**
1.	Support and Services cost for 6 years		
Sub-Total 'D'			

Summary of Indicative Quote:

Particulars	**Quote (INR)**	**Proportion to Total Cost of 'E' (in %age) #**
Location X -- (Sub-Total 'A' above)		
Location Y -- (Sub-Total 'B' above)		
Training-- (Sub-Total 'C' above)		
Support -- (Sub-Total 'D' above)		
Grand Total (A + B + C + D) = (E) *		

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 authorized signatory
Seal of Company

Illustration

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

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

Appendix-G

Undertaking of Authenticity

To:

(Name and address of Procuring Office)

Sub: Undertaking of Authenticity for supplied Product(s)
Ref: RFP No. SBI/ePay/649 dated 20/09/2019

With reference to the Product being quoted to you vide our Bid No:_____ dated _____, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used.

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

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

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

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

Dated this ..... day of 201

_____

(Signature) *(Name)* *(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

_____

Appendix-H

MANUFACTURERS' AUTHORIZATION FORM

No. Date:

To:
(Name and address of Procuring Office)

Dear Sir:

Ref: RFP No.SBI/ePay/649 dated 20/09/2019.

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

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

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

(a) Such Products as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and

(b) In the event of termination of production of such Products:

i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

ii. Following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Products, if requested.

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

Yours faithfully,

(Name of Manufacturer / Producer)

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

Appendix-I

Certificate of Local Content

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

Date:

To,

_____

_____

_____

Dear Sir,

Ref.: RFP No. SBI/ePay/649 Dated: 20/09/2019

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

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal

Counter-signed:

Bidder **OEM**

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

OR

Format for Self Certification of Local Content

Date:

To,

_____
_____
_____

Dear Sir,

Ref.: SBI/ePay/649 Dated: 20/09/2019

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

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

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–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

Signature of authorised official
Name:
Company seal:

Appendix-J

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _____this _____day of _____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).

WHEREAS M/s_____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/ePay/649 Dated: 20/09/2019** including its corrigenda, if any.

2. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of 6 year(s) subject to the terms and conditions mentioned in the RFP.

3. 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.

4. 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

Appendix-K

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

Date:

M/s.----------

Sub: Certificate of delivery, installation and commissioning

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

(a) PO No. ._____ dated _____

(b) Description of the Product _____

(c) Quantity _____

(d) Date of receipt of the Product(s) at site _____

(e) Date of installation _____

(f) Date of commissioning _____

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

S.No.	Description	Amount to be recovered

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

4. Service Provider has fulfilled his contractual obligations satisfactorily.

or

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

(a)

(b)

(c)

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

Signature _____

Name _____

Designation with stamp _____

_____

Appendix-L

Other Terms and Penalties

SLA Terms & Conditions and Penalties.
For Hardware, Software & Maintenance Services

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty and AMC for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery and AMC will be for a period of 3 years after the end of warranty.
3. Warranty and AMC for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
5. On-site comprehensive warranty and AMC: The warranty and AMC would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of 36 months from the date of acceptance during warranty and during AMC for 3 years of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty and AMC period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the hardware equipment at his own cost including the cost of transport during warranty and AMC period.
6. During the term of the contract, the bidder/OEM will maintain the hardware 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 warranty. 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 24X7X365 basis. The Bidder shall provide comprehensive onsite support with 24 X 7 X 365 during warranty and AMC period. In case, any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the bidder 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 Bidder 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 Bidder shall keep sufficient stock of spares at Bank's premises and at the premises of the Bidder.

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 2 (two) hours.

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

e) The bidder shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. **uptime of 99.45%** of the time on a 24x7x365 basis.

f) In the event of the equipment not being repaired or a workable solution not provided during Warranty and AMC period, a penalty of 0.5% percent of the total hardware cost for delay of each week or part thereof subject to maximum amount of five (05) percent of the total hardware cost 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 Warranty period will be adjusted against the 15% retention money retained by the Bank. For purpose of calculating penalty, uptime is calculated as under :

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

Total hours during the month = No. of days in the month X 24

h) In case of any breakdown / malfunctioning of hardware, hardware components, accessories, system software etc., the relevant defect should be attended to within 2 hours onsite of the receipt/ notice of the complaint and resolved within 4 hours i.e. the total resolution time inclusive of response time will be 6 hours. Failing to do so, penalty will be levied in case of every event of breakdown / defect/ malfunctioning of hardware, hardware component, accessories, system software, due to patch download / upload or for any reason, beyond the range of 6 hours as follows:

Sr No.	**Period of delay**	**Penalty amount**
1	>Six hours up to eight hours	Rs.50000 per hour or part thereof
2	> Eight hours up to twelve hours	Rs.100000 per hour or part thereof
3	> Twelve hours up to twenty four Hours	Rs.150000 per hour or part thereof
4	> Twenty four hours	Rs.500000 per hour or part thereof

i) The maximum penalty on account of this will be 15% of the total value of the contract.

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

k) **Preventive maintenance**: the Bidder 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 Bidder recognizes Bank's operational needs and agrees that Bank shall have the right to require the Bidder to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

l) All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.

m) Qualified maintenance: Engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

n) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The Bidder'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 Bidder'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.

o) The Bidder shall provide replacement equipment if any equipment is out of the premises for repairs.

7. Any worn or defective parts withdrawn from the equipment and replaced by the Bidder shall become the property of the Bidder and the parts replacing the withdrawn parts shall become the property of Bank.

8. The Bidder's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.

9. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the Bidder shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the Bidder shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the Bidder.

10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.

11. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

12. If, in any month, the Bidder does not fulfill the provisions of clauses (b), (c),(d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the Bidder was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the Bidder shall refund the amount forthwith to Bank on demand by Bank.

13. On account of any negligence, commission or omission by the engineers of the Bidder and if any loss or damage caused to the Equipment, the Bidder shall indemnify/pay/reimburse the loss suffered by the BANK.

14. **Future additions of Hardware / Software:**

14.1 The Bank would have the right to:

a) Shift supplied systems to an alternative site of its choice.

b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.

c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the Bidder, or another vendor, or developed in-house.

d) provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the Bidder cost of performing repair and maintenance service.

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

Appendix-M

Service Level Agreement

AGREEMENT FOR PROCUREMENT OF HARDWARE, SOFTWARE AND SERVICES (INSTALLATION, COMMISSIONING AND MAINTENANCE) FOR SBIePay APPLICATION SETUP[1]

BETWEEN

STATE BANK OF INDIA, GITC CBD, BELAPUR

AND

_____

Date of Commencement : _____

Date of Expiry :_____

_____

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AGREEMENT

This agreement ("Agreement") is made on _____ day of _____20__.

Between

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

And

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

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

RECITALS

WHEREAS

(i) The Bank is carrying on business in banking in India and overseas and is desirous of availing services **for procurement of hardware, software and**

services (installation, commissioning and maintenance) for sbiepay application setup.

(ii) _____;

(iii) _____; and

Service Provider is in the business of providing Hardware and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal **SBI/ePay/649 Dated: 20/09/2019** issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 **DEFINITIONS & INTERPRETATIONS**

1.1 **Capitalised Terms :** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement[2]:

1.1.1 **"The Bank"** shall mean the State Bank of India (including domestic branches and foreign offices),

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

1.1.3 **"Deficiencies"** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

1.1.4 **"Intellectual Property Rights"** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights &moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

[2] ~~Please define the necessary terms, properly.~~

1.1.5 "**Project Cost**" means the price payable to Service Provider over the entire period of Agreement *(i.e. Rs._____<in words>)* for the full and proper performance of its contractual obligations.

"Request for Proposal (RFP)" shall mean RFP NO **SBI/ePay/649 Dated: 20/09/2019** along with its clarifications/ corrigenda issued by the Bank time to time.

1.1.6 "**Service**" means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of Service Provider covered under the Agreement.

1.1.7 "The **Project:** means supply, installation, testing and commissioning of computer hardware / software & services and migration of data from old setup to new setup with three years warranty and comprehensive onsite annual Maintenance for 3 (three) years after warranty period.

1.1.8 "**The Project Site**" means Production site at Sify IDC Vashi & DR site at Gachibowli Hyderabad, DR Data Centre of the State Bank of India where the equipment are to be supplied, installed and commissioned and serviced.

1.2 **Interpretations:**

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended,

supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this Agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.

2 COMMENCEMENT & TERM

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

2.2 This Agreement shall be in force for a period of __6____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of __1___ years on the same terms and conditions.

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3 SCOPE OF SERVICES

3.1 The scope and nature of the work which Service Provider must provide to the Bank (Services) is as follows:

3.1.1 Supply, installation, testing, commissioning, migration of data from old setup to new setup and maintenance of Hardware Software and services for SBIePay Infra upgrade with three years warranty & Annual Maintenance for 3 years after warranty period, at the locations specified in this document.

3.1.2 Details are given as per **Appendix-C** of the **SBI/ePay/649 Dated 20/09/2019**

4 REPRESENTATIONS AND WARRANTIES

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

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

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

4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively '**IPR**') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.

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

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

4.2 Additional Representation and Warranties by Service Provider

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

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

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

4.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

4.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

4.2.6 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws

relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

4.2.7 _____[3]

5 RESPONSIBILITIES OF THE BANK

5.1 Processing and authorising invoices

5.2 Approval of information

5.3 _____[4]

6 RESPONSIBILITIES OF SERVICE PROVIDER

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

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

6.3 Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

[3] ~~Please provide the details, if any in respect of the additional representation and warranties by Service Provider.~~

[4] ~~Please provide the responsibilities / duties of the Bank which are not covered elsewhere, depending upon the nature of Services.~~

6.4 _____[5]

7 CONFIDENTIALITY

7.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

[5] ~~Please provide the responsibilities /duties of Service Provider which are not covered elsewhere, depending upon the nature of Services.~~

7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

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

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

7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its

representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.

7.3 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

7.4 Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

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

7.6 Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

7.7 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of Six (6) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

8 RELATIONSHIP BETWEEN THE PARTIES

8.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal-Agent relationship by express agreement between the Parties.

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

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

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

8.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accident occurred due to gross negligent act of the Party in whose premises accident occurred.

8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

9 SUB-CONTRACTING

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

10 LIQUIDATED DAMAGES

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

11 BANK GUARANTEE & PENALTY

11.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ valid for a period of ___6__year(s) _3___month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

11.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

11.3 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule[6] specified in this Agreement.

11.4 Subject to clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

11.5 If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

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

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

12 FORCE MAJEURE

12.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

12.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in

[6] Please ensure that the time scheduled is suitably incorporated in the Agreement.

their sovereign capacity, impeding reasonable performance of the Contractor and /or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

12.3 If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

13 INSPECTION AND AUDIT

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

be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

13.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).

14 FEES, TAXES DUTIES & PAYMENTS

14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to

pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

14.1.1 _____[7]

14.1.2 _____

14.2 Payments:

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

14.2.2 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.

14.2.3 For payment Details: Refer **Appendix-E**: **Payments Schedule**

15 **GENERAL INDEMNITY**

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

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

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

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

16 TERMINATION

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

(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;

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

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

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

Prior to providing a written notice of termination to Service Provider under 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.

16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the

Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

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

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

16.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

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

16.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).

16.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

16.5 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information

including Confidential Information pertains to or relating to the Bank in its possession.

16.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

16.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

17 LIMITATION OF LIABILITY

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

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

17.3 The limitations set forth in clause 17.1 shall not apply with respect to:

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

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

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

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

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

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

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

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

18.2.1 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

18.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period

prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of 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.

19 ARBITRATION

19.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

19.2 The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

19.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

19.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

20 GOVERNING LAW & JURISDICTION

20.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

20.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the Parties under the Agreement.

21 SEVERABILITY

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

22 POWER TO VARY OR OMIT WORK

22.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

23 ENTIRE AGREEMENT

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

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

23.2.1 This Agreement;

23.2.2 Annexure of Agreement;

23.2.3 Purchase Order No._____ dated _____; and

23.2.4 RFP

24 NOTICES

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

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

24.3 Address for communication to the Parties are as under:

24.3.1 To the Bank

Deputy General Manager(ePay &PG)

State Bank of India

4th floor, Railway Station Building

GITC,CBD Belapur

24.3.2 To Service Provider

_____

_____

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

25 **MISCELLANEOUS**

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

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

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

25.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

25.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

25.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

25.7 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Service Provider or the employees of Service Provider.

25.8 Service Provider agrees that the complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by Service Provider.

25.9 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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

State Bank of India	**Service Provider**
By:	**By:**
Name : Shri Dinesh Shukla	**Name:**
Designation: Deputy General Manager	
(IT-ePay & PG)	**Designation:**
Date:	**Date:**

WITNESS:

1.	1.
2.	2.

Appendix-N

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____ between:

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

And

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

And Whereas

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

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

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

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

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have

executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

i. the statutory auditors of the either party and

ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

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

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

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

(including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

i. Suspension of access privileges

ii. Change of personnel assigned to the job

iii. Termination of contract

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

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had

access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

Dated this _____ day of _____ (Month) *20*__ at _____(place)

For and on behalf of State Bank of India, GITC, CBD Belapur

Name	Dinesh Anand Shukla	
Designation	Deputy General Manager (SBIePay & PG)	
Place	GITC CBD, Belapur	
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-O

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

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

Appendix-P

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-Q

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

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

And

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

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free

from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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

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

1. **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other B1DDERs.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. **Commitments of BIDDERs**

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

2. 2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.

2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family

members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Earnest Money (Security Deposit)**

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. **Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without

giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

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

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

6. **Fall Clause**

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

7. **Independent Monitors**

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

DR. Parvej Hayat (IPS -Retired), Address: B/4/69-A, Safdarjang Enclave, New Delhi -110029, Email- phayatips@gmail.com	Shree K. Chandrahas (IAS-Retired), G-1, Reliance Homes, 8-2-547/R, Road No 7, Banjara Hills, Hyderabad -500034 Email- kchandrahas@yahoo.com

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor

shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

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

10. **Other Legal Actions**

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

11. **Validity**

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

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

agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on_____

For BUYER
Name of the Officer.
Designation
Office / Department / Branch
State Bank of India.

For BIDDER
Chief Executive Officer/
Authorised Signatory
Designation

Witness
1

2

Witness

1.

2.

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