



**REQUEST FOR PROPOSAL  
FOR PROCUREMENT OF PROFESSIONAL MANAGED SERVICES  
FOR CLOUD OPERATIONS**

*Ver. 3.0 dated 17.08.2020*

**Ref: SBI:RFP/618 dated : 17/08/2020**

**Data Centres & Cloud  
SB GITC, CBD Belapur, Navi Mumbai  
Maharashtra-400614**

**Schedule of Events**

| Sl No | Particulars  | Remarks   |
|-------|--|---|
| 1     | Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP) | Mr. Navin Sharad Bendre, Chief Manager (Systems), Data Centres & Cloud, SB GITC, GITC Belapur, Navi Mumbai, Maharashtra – 400614<br><br>Email for correspondence: navin.bendre@sbi.co.in, rajesh@sbi.co.in, sudhir.sutar@sbi.co.in, dgmit.cdc@sbi.co.in |
| 2     | Bid Document Availability including changes/amendments, if any to be issued  | RFP may be downloaded from Bank's website <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> procurement news from 21.08.2020 to 25.10.2020  |
| 3     | Last date for requesting clarification   | Up to 23:59:59 on 28.08.2020<br>All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.  |
| 4     | Pre - bid Meeting will be held through MS Teams  | Will be advised later   |
| 5     | Clarifications to queries raised at pre-bid meeting will be provided by the Bank.  | 5 working days after pre-bid meeting  |
| 6     | Last date and time for Bid submission  | Up to 15:00 (time) on 18.09.2020  |
| 7     | Address for submission of Bids   | As given in Sr. no 1 of this table  |
| 8     | Date and Time of opening of Technical Bids   | 15:30 (time) on 18.09.2020 (date)<br>Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.                   |



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| 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<br><br>Proof of remittance of tender fee in the designated account should be submitted along with the technical bid. | <p>Rs.20,000/- (Rupees Twenty Thousand Only)</p> <p>Amount should be deposited in A/c No. 37608352111, IFSC - SBIN0011343<br/>Account Name: Sys. Sus. Br. Parking Account</p> <p>Tender fee will be non-refundable.</p>  |  |
| 12 | Earnest Money Deposit   | <p>Rs.15 lakh plus 2% of the amount above Rs.5 crore subject to maximum of Rs. 50 lakh</p> <p>Amount should be deposited in A/c No. 37608352111, IFSC - SBIN0011343<br/>Account Name: Sys. Sus. Br. Parking Account</p> <p>EMD shall be valid up to 180 days from bid submission date.<br/><b>Bidder should deposit EMD and Tender Fee separately.</b></p> |  |
| 13 | Bank Guarantee  | 10% of the order value _____   | Performance Security in form of BG should be valid for three year(s) and three months from the effective date of the Contract. |
| 14 | Contact details of 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 **SBG** for procurement of Professional Managed Services for Cloud Operations
- ii. In order to meet the service requirements, the Bank proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the **Services** desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed **Services** for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed **Services** adhering to Bank's requirements outlined in this RFP.

## 2. DISCLAIMER:

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

### 3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.
- ix. **Cloud/Meghdoot:** Bank’s own or hybrid or public cloud.



- x. **IBCE/DR Drill:** Integrated Business Continuity Exercise wherein most of the applications run from DR site. DR Drill is the term used for one of more applications operating from disaster recovery site.

**4. SCOPE OF WORK:**

Bank is having its own private cloud and has embarked journey for hybrid and public cloud. The private cloud is based upon VMware platform and is setup across three data centres in Navi Mumbai and Hyderabad. Following are the details of the current private cloud setup:

Products Deployed –

1. VMware vCloud Suite Enterprise which includes -
  - a. VMware vSphere Enterprise Plus
  - b. VMware vRealize Operations
  - c. VMware vRealize Automation
  - d. VMware Log Insight
2. VMware NSX Enterprise
3. VMware vCenter Server Standard
4. VMware Site Recovery Manager
5. ITSM for ticketing
6. Commvault for backup

|                              |         |
|------------------------------|---------|
| No of VM's                   | 11,000+ |
| No of Host                   | 512     |
| No of Applications           | 400+    |
| Expansion Plans / Growth YOY | 30%     |

The Bidder shall be responsible for providing adequate support for Cloud infrastructure during the tenure of the agreement.

1. Bidder has to provide skilled resources to manage cloud infra on 24\*7\*365 basis
2. Bidder will also undertake ongoing and upcoming projects without any additional commercials
3. The resources will have to be deployed at Bank's Data Centre Operations at Mumbai and Hyderabad, however bank reserves the right to ask for shifting resources to any other centre without any additional payment. The detailed scope of work, minimum resources required, and corresponding qualifications are attached in **Appendix-E** of this document.

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

- i. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- ii. Service Provider shall ensure that only its authorized employees/representatives access the Device.
- iii. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- v. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- vi. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

##### **5. ELIGIBILITY AND TECHNICAL CRITERIA:**

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

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

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

- ii.* The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-N** 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-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held 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.

*Or*

The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-O**) issued in favor of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable. If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid.

- 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/ returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited: -**
  - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or

- (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
  - (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

#### 10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **‘Technical Proposal for providing of “Professional Managed Services for Cloud Operations” in response to the RFP No. 618 dated 17.08.2020.** This envelope should contain following documents and properly sealed:
  - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder’s letter head.
  - (c) Proof of remittance of EMD and Tender Fee as specified in this document.

**Or**

Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, original BG should be enclosed.

- (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
- (e) Bidder’s details as per **Appendix-D** on Bidder’s letter head.
- (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
- (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

- ii. A second sealed envelope prominently marked as **Indicative Price Bid** for providing of “Professional Managed Services for Cloud Operations” in response to the **RFP No. 618** dated **17.08.2020**. This envelope should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

**iii. Bidders may please note:**

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to 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 Services should be segregated and kept together in one section / lot in a separate envelope.
- (d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (e) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (f) Bids are liable to be rejected if only one 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 up to 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 Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **16. TECHNICAL EVALUATION:**

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the

technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.

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

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

- i. The 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 revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

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

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

- iii. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iv. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or

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

- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

**20. POWERS TO VARY OR OMIT WORK:**

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

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

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

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

#### **22. CONTRACT AMENDMENT:**

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

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

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

#### **24. BANK GUARANTEE:**

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

time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

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

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

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes.
- iii. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ operating system /middleware etc in case the Bank chooses not to upgrade to latest version.
- iv. Service Provider shall provide maintenance support for software, operating system over the entire period of Contract.
- v. All product updates, upgrades & patches shall be provided by Service Provider free of cost during Contract period.
- vi. Service Provider shall support the product or specified software during the period of Contract as specified in Scope of work in this RFP.
- vii. During the ATS/AMC period, Service Provider will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the



support period, Service Provider shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.

- viii. During the support period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product or specified hardware/software, Service Provider shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.
- ix. ATS/ AMC would be on-site and comprehensive in nature and must have back to back support from the OEM. Service Provider shall warrant products against defects arising out of faulty design etc. during the specified support period.
- x. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
- (a) Diagnostics for identification of product or specified hardware/software failures
  - (b) Protection of data/ configuration
  - (c) Recovery/ restart facility
  - (d) Backup of product or specified hardware/software / configuration
- xi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- xii. Service Provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if

any, during the support period.

- xiii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xiv. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

## **26. PENALTIES:**

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

## **27. RIGHT TO VERIFICATION:**

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

## **28. RIGHT TO AUDIT:**

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

further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

### **29. SUBCONTRACTING:**

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

### **30. VALIDITY OF AGREEMENT:**

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

### **31. LIMITATION OF LIABILITY:**

- i. The maximum aggregate liability of Service Provider, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
- (a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
  - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
  - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,

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

For the purpose of clause 31(iii)(b) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

### **32. CONFIDENTIALITY:**

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

### **33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:**

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

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

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-K** of this RFP.

#### **35. TECHNICAL DOCUMENTATION: (DELETE, WHICHEVER IS NOT APPLICABLE)**

- i. 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.
- ii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary 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.

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

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the 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 deliverable (if

any) by the Bank.

- vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.
- viii. All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

### **37. LIQUIDATED DAMAGES:**

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

### **38. 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.

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

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

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

- (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

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

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

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

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

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

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

- Without prejudice to the rights of the Bank under Clause 39(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled.

- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

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

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

**40. TERMINATION FOR DEFAULT:**

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.

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

Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the

term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

#### **41. 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.

#### **42. 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.

**43. 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.

**44. 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.

#### **45. GOVERNING LANGUAGE:**

The governing language shall be English.

#### **46. 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.

#### **47. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix- F**).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**



- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

**48. 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.

**49. 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.

**50. EXEMPTION OF EMD AND TENDER FEE:**

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

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

**Bidders may please note:**

- i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. “Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. \*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

**51. 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:618 dated 17/08/2020**

~~~~~

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

i. While submitting this Bid, we certify that:

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

- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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 have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.



- x. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. **We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.**
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 201

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

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

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

Seal of the company.

**Appendix-B**

**Bidder's Eligibility Criteria**

**Note: Suitable eligibility criteria be fixed and mentioned in the table. A pro forma and some of the indicative eligibility criteria are given below. As per actual requirements of the RFP, below clauses may be suitably modified / deleted and / or new clauses may be added.**

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.40 crore during last 03 (three) financial year(s) i.e. FY 2017-2018, FY 2018-2019 and FY 2019-2020.                   |                     | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current _____ year may be submitted.)              |
| 3.     | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above. |                     | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |
| 4.     | Bidder should have experience of minimum 05 years in providing the Services.                                                                                                 |                     | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                   |
| 5      | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.                                     |                     | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-M</b>                                                                            |





|     |                                                                                                                                                                                                                                                                               |  |                                                                                          |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------|
|     | (Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required)<br>Similar means minimum managed – 100+ Servers / Host across 2,000+ Virtual Machine)                                                                            |  |                                                                                          |
| 6.  | Certification Requirements<br><br>a. <b>ISO 9001:2015</b> (focused on meeting customer expectations and delivering customer satisfaction)                                                                                                                                     |  | Copy of the Valid Certificate(s) to be provided                                          |
| 7.  | 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. |
| 8.  | 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 <b>Appendix A</b> in this regard.                  |
| 9.  | 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 <b>Appendix A</b> in this regard.                  |
| 10. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.                                                                                                                    |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                  |
| 11  | Bidder should have minimum 20% bench strength of the total number of required resources                                                                                                                                                                                       |  |                                                                                          |

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**

**Technical & Functional Specifications**

| Sr. No | Required Functionalities/ Features  | Compliance (Yes/No) and Supporting Documents | Marks                                                                                                                                                                                                                                         |
|--------|-------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Number of manpower                  |                                              | <p>15 Marks for compliance. If bidder deploys additional manpower within the project cost. Bank may award 1 to 5 additional marks.</p> <p>Bidder should disclose the count of manpower to be deployed for entire duration of the project.</p> |
| 2.     | Required experience of manpower     |                                              | <p>15 Marks for compliance. If manpower deployed is having more relevant experience within the project cost. Bank may award 1 to 5 additional marks.</p> <p>Bidder should submit resume of team as proof</p>                                  |
| 3.     | Required certifications of manpower |                                              | <p>15 Marks for compliance. If manpower deployed is having more relevant certifications within the project cost. Bank may award 1 to 5 additional marks.</p> <p>Bidder should submit resume of team as proof</p>                              |
| 4      | <u>Compliance to SOW</u>            |                                              | <p>15 Marks for compliance. If bidder is offering anything additional in scope of work area that adds value to the</p>                                                                                                                        |



|   |                                                                                                 |  |                                                                                                                                                                                                                                          |
|---|-------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <u>Para 4 and appendix E</u>                                                                    |  | <p>project within the project cost. Bank may award 1 to 5 additional marks.</p> <p>Bidder must specify the additional deliverables.</p>                                                                                                  |
| 5 | <u>Compliance to all terms and conditions</u>                                                   |  | <p>15 Marks for compliance. If bidder is offering anything additional that adds value to the project within the project cost. Bank may award 1 to 5 additional marks.</p> <p><u>Bidder must specify the additional deliverables.</u></p> |
| 6 | <u>Count of references</u>                                                                      |  | <p>15 Marks for 3 references. If more than three similar references are provided, then Bank may award 1 to 5 additional marks.</p>                                                                                                       |
| 7 | <u>Feedback from references</u>                                                                 |  | <p>15 Marks for satisfactory compliance. If feedback is more than satisfactory then Bank may award 1 to 5 additional marks.</p>                                                                                                          |
| 8 | <u>Number of years in service</u>                                                               |  | <p>15 Marks for satisfactory compliance. If bidder is having more years of experience in service sector, then Bank may award 1 to 5 additional marks.</p>                                                                                |
| 9 | If the bidder, is Channel Partner of any OEM, then OEM should have a support center and level 3 |  | <p>15 Marks for satisfactory compliance. If bidder is having higher level of partnership with OEM, then Bank may award 1 to 5 additional marks.</p>                                                                                      |



|    |                                        |  |          |
|----|----------------------------------------|--|----------|
|    | escalation (highest) located in India. |  |          |
| 10 | <u>OEMs, directly participating</u>    |  | 20 marks |

**TECHNICAL EVALUATION:**

**1. Bidder has to mandatorily comply with minimum requirement individually and must score default marks for each line item (except item no 10), failing which bidder may get disqualified from bidding.**

**2. Technical evaluation will include technical information submitted, demonstration of proposed services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities.**

**3. 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.**

**Name & Signature of authorized signatory**

**Seal of Company**





**Appendix-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund (applicable only if EMD is directly credited in designated account): -<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code         |         |

**Name & Signature of authorized signatory**

**Seal of Company**



**Appendix-E**

**Scope of Work and Payment Schedule**

| <b>SI<br/>No</b> | <b>Requirements</b>     | <b>Marginal comments for departments</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| 1                | Description of Services | <p><i>Appendix E – Detailed Scope of Work</i></p> <ol style="list-style-type: none"> <li>1. <i>Day-to-day management of the Cloud of the Bank (From Navi Mumbai, Hyderabad and/or any site specified by the bank at any point in time, without any additional commercials), on 24x7x365 basis. In case bank desires, the resources should be able to work from anywhere through VPN (no cost to be paid additionally for this)</i></li> <li>2. <i>Provide Support and update to Application teams (Customers of Cloud) through one to one interaction, Phone Line, Email and Ticketing too including liaising with application team and provide automated infrastructure data to help optimize the application. Provide automated capacity dashboards to make decisions on application onboarding</i></li> <li>3. <i>Proactive monitoring and Troubleshooting (related to Virtualization, Storage, Network etc)</i></li> <li>4. <i>Prepare and Maintain quality documentation including Standard Operating Procedures, User Manuals, Run books for infrastructure related to most critical apps, etc</i></li> <li>5. <i>Perform Service Request Management and automate the same leveraging ITSM integration with current automation tool</i></li> <li>6. <i>Perform Incident Management</i></li> <li>7. <i>Perform Change Management</i></li> <li>8. <i>Perform Problem Management</i></li> </ol> |



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|  | <p>9. <i>Storage Monitoring, Optimisation and Integrating storage management solution with Meghdoot environment</i></p> <p>10. <i>Asset Lifecycle Management (Deploy, Maintain, Sunset) and providing integration interface for CI data to be pushed in asset management solution</i></p> <p>11. <i>Backup Monitoring, Management, Reporting, includes providing an integration interface for backup management solution</i></p> <p>12. <i>Data Replication and DR management across Applicable Sites. Using existing Site Recovery Manager (SRM) tool to integrate the replication solution with monitoring solution for seamless DR activity</i></p> <p>13. <i>Plan, Execute, Report IBCE (DR Exercises as per Bank Schedule)</i></p> <p>14. <i>Access Management and Reporting for Cloud, using existing log monitoring solution</i></p> <p>15. <i>Capacity Reporting, Review and recommendations, using automated custom dashboards leveraging vRealize Operations</i></p> <p>16. <i>Optimize capacity by ensuring, unused and defunct VMs to be reclaimed and deleted to release capacity and appropriate re-distribution of load where necessary</i></p> <p>17. <i>Patch Management</i></p> <p>18. <i>Upgrades Planning and execution, including following a Maker – Checker model for all Major Upgrades and Design Considerations</i></p> <p>19. <i>Performance management of physical and logical disk systems</i></p> <p>20. <i>Working with VMware, NSX and other OEM/Support teams for Network integration, and rolling out NSX for the Meghdoot environment in line with Network and ISD requirements</i></p> <p>21. <i>Scripting and Automating tasks and processes in current vRealize Automation tool, including creating new custom IaaS ( single machine, and multi-machine blueprints ) and PaaS blueprints,</i></p> |
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*provide support to these blueprints in case of any breakdown, including but not limited to ITSM integration, NSX Load Balancer as a Service, AlgoSec Integration, Snapshot as a service, Database as service. Integration with Active Directory, IPAM, Backup, Antivirus, SIEM, DAM, VAPT and any new tools used in Bank during the entire lifecycle of the server provisioning*

- 22. Identify and recommend improvements to existing processes*
- 23. Notify, escalate and communicate to senior management on status of critical service requests, major incidents and changes as necessary*
- 24. Install, Configure, Manage and Upgrade VMware applications like vCenter, ESXi hosts, SRM, NSX, vROPs, vRA, LogInsight, etc. to the latest version and in line with the bank requirement, and OEM best practices*
- 25. Upgrade includes minimum versions, but not limited to:- vCenter and vSphere 7, NSX-v to NSX-t, vRealize Automation 8, vRealize Operations 8, SRM 8, etc*
- 26. Implementing policies, Access Controls, managing clusters, certificates and onboard settings*
- 27. Powershell scripting for tasks and operations*
- 28. Monitoring Cloud for security breaches, investigating violations as occurs*
- 29. Supporting the banks organizational security standards, best practices, preventative measures, and disaster recovery plans*
- 30. Security configuration document review (Preparation is typically done by Bank; we do help review)*
- 31. Security and Compliance Management, by following Bank's SOC guidelines and closing the same immediately. If not possible to close immediately, product roadmap to be provided by collaborating with respective OEM R&D*

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|  | <p>32. <i>Reporting on breaches to users, as necessary, and to upper management</i></p> <p>33. <i>Work with Bank for carrying VAPT, Security and Architecture review for all VMWare infrastructure, closing Vulnerability Assessment &amp; Penetration Testing (VA &amp; PT) observations within the prescribed timeline, SCD compliance and cloud security best practices</i></p> <p>34. <i>Implementing and updating software to protect information, by having the roadmap stamped by product OEM. Also, by ensuring availability of OEM R&amp;D for all such critical activities</i></p> <p>35. <i>Staying up-to-date on IT security trends and information and act on the same</i></p> <p>36. <i>Recommending and implementing security enhancements to management</i></p> <p>37. <i>Facing various audits and ensure closure of Audit observations</i></p> <p>38. <i>Responsible for all cloud operations and primarily interface with the customer for cloud operations planning</i></p> <p>39. <i>Monitor Cloud Services platforms for availability and uptime</i></p> <p>40. <i>Develop and report KPIs to measure platform performance, capacity, availability, etc. Including creation of custom dashboards leveraging vRealize Operations in line with bank requirements</i></p> <p>41. <i>Design, develop, and implement processes, systems, and technology to support, optimize and enhance the technical support function, including but not limited to Standardizing OS Templates, Quarterly Cloud Health Assessment and Remediation, Optimization of Resources based on Automation, SOP and runbooks</i></p> <p>42. <i>Develop and maintain lifecycle processes to mitigate risk and ensure platforms remain current</i></p> |
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|  |  | <p>43. <i>Develop and maintain capacity management processes, metrics, and reporting to ensure adequate resource availability for continued expansion of the Cloud Services platforms</i></p> <p>44. <i>Identify Continual Service Improvement opportunities. Reviewing technical operations such performance, capacity, and configuration providing Subject Matter Expertise (SME) and advisory support</i></p> <p>45. <i>Implementation and management of new services, features, and requests (for example Auto- Deploy services</i></p> <p>46. <i>Hybrid Cloud / Multi-Cloud integration and management, and creating blueprints which can be leveraged for multi-cloud</i></p> <p>47. <i>Public Cloud capabilities testing and help Bank in designing /adopting it</i></p> <p>48. <i>Monitor and coordinate with hardware vendor for troubleshooting, update, install, replacement, repair etc</i></p> <p>49. <i>Configure Kubernetes clusters in vSphere or any other container platform adopted by the Bank</i></p> <p>50. <i>Extending all the use cases currently deployed in Banks private cloud must be extended to the new regions that are added to private cloud</i></p> <p>51. <i>No Change Request during the contract period and also to ensure all the Upgrades, Updates, Data-Centre Migrations are taken care-off of all the products currently in Meghdoot environment</i></p> <p>52. <i>Key Upgrades to be carried out in the Meghdoot Setup -</i></p> <ul style="list-style-type: none"><li><i>a. VMware vSphere 6.x to vSphere 7.x configured with Kubernetes clusters</i></li><li><i>b. VMware vRealize Components -</i><ul style="list-style-type: none"><li><i>i. vRealize Automation 7.x to 8.x</i></li></ul></li></ul> |
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|  |  | <p>ii. <i>vRealize Operations Manager 7.x to 8.x</i></p> <p>iii. <i>vRealize Log Insight 7.x to 8.x</i></p> <p>b. <i>VMware NSX-V to NSX-T</i></p> <p>53. <i>All the upgrade must be in line with OEM best practices with no downtime to the application deployed on Meghdoot</i></p> <p>54. <i>SI must engage with OEM to plan the upgrades and also engage them to validate the solution post upgrade</i></p> <p>55. <i>All the existing and new VMware products that would be deployed in Meghdoot during the tenure of the RFP must be upgraded to make sure that the product does not reach EOL/EOS. SI must check this regularly and ensure compliance for all the products deployed in SBIs private cloud. The details about the products version and support can be available in the below link -</i></p> <p><i><a href="https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/product-lifecycle-matrix.pdf">https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/product-lifecycle-matrix.pdf</a></i></p> <p>56. <i>All the use-cases deployed in the existing versions of the product (vROps, vRA, NSX) must be migrated or recreated in the new version after upgrade and also add all the new features that comes along with these upgrades like – new application-wise dashboards, new blueprints and workflows, etc</i></p> <p>57. <i>The current operations platform must enhance to provide the following use-cases - Performance Dashboards across for 400+ Applications and Performance Dashboards across 100+ Departments, etc</i></p> <p>58. <i>Implementation of PAAS (Platform-as-a-Service) in VMware vRealize Automation which will enable - DB as Service with Golden Copy of VMs with pre-installed Database, Containers with VMware, Backup as a Service, etc</i></p> <p>59. <i>In future, if bank decides to extended the Meghdoot cloud setup to public cloud (Azure, AWS, etc), SI must abide by this and must extend all the use-cases deployed to public cloud using out of the</i></p> |
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*box integration or customizations using REST APIs. All the capabilities and use cases must be deployed for public cloud integration as per Banks requirement*

*60. The existing version of NSX would be EOL next year and the same must be upgraded to NSX-T at least 6 months before its EOL. This would require the SI to migrate all the 250+ LB instances and 1000+ Micro-segmentation firewall rules from NSX-V to NSX-T. The migration must be performed with no to minimum disruption to the applications*

*61. Implement all the advance features of NSX once the current environment is stable (e.g. - VXLAN, virtual router, switch, load balancer, VPN, Firewall, Context-Aware Firewall, etc)*

*62. Implement the Network Performance and Visibility product over and above VMware NSX as and when bank procures the required product*

*63. Setup and Implement High Density Servers and HCI for applications with high performance requirements as and when bank procures the required product / licenses*

*64. In the near future, when bank decides to move towards - "One Bank One Cloud" initiative, SI should be able to migrate, implement and manage the consolidated environment*

*65. Bank is also adopting - Container / Micro-Services architecture and new SI should be able to leverage the existing cloud and should also be able to manage the container platform*

*66. Banks goal is to provide a complete virtual server lifecycle automation which includes integration with - Active Directory, IPAM, Backup, Antivirus, ITSM, SIEM, DAM, VAPT and any new tools used in Bank during the entire lifecycle of the server provisioning. This must include initial server provisioning and other operational activities*

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|  |  | <p>67. Bank is also in the process of setting up next Generation SOC and post the setup, new SI will have to integrate the same with Meghdoot setup to pass on logs for integration in SIEM</p> <p>68. SI must integrate Meghdoot with other networking solutions in the infrastructure like -Software Defined Network and Physical Networks which includes virtual &amp; physical routers, load balancers, firewall devices. The cloud solution must also integrate with Banks networking and security solution and NSPM solutions already deployed. If no native integration is available, SI must develop programmable provisioning using REST APIs</p> <p>69. If Bank selects to migrate the servers from one data-center to another, SI must take complete ownership of migrating the cloud setup, must prepare an assessment report with dependency of 11,000 VMs across 400+ applications and prepare application wise migration plan. SI must also test the migration using Banks existing disaster recovery solution and this test must be done non-disruptively without downtime</p> <p>70. SI to provide timely OEM certified training for all the products running on Meghdoot environment</p> <p>71. Hybrid Cloud integration and management implementation</p> <p>72. Public Cloud capabilities testing and help Bank in designing /adopting it.</p> <p>73. Monitor and coordinate with hardware vendor for troubleshooting, update, install, replacement, repair etc</p> <p>74. Add on Jobs - At no additional cost following jobs to be performed for accessing the health of environment and for doing any major changes:</p> <ul style="list-style-type: none"><li>• SI must involve the OEM Architect with the following certifications - VCIX – Cloud, vSphere, Network + AWS &amp; Azure Certifications as per present environment.</li><li>• SI must engage with OEM to design &amp; validate the solution across all components of physical servers, storage, vCenter, NSX, vSAN, vRA, vROPs &amp; SRM.</li></ul> |
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- *SI must manage the existing setup and engage OEM to re-design the setup to meet banks scalability, availability, manageability requirements.*
- *SI must validate the design and best practices with OEM before making any major or minor changes to the infrastructure for e.g. major version upgrades, re-design of the solution.*

*Project Staffing Plan: 20 Resources to start with, may be increased/decreased as envisaged by the Bank afterwards. The rate discovered for manpower remains valid for project tenure. In case a resource is not able to attend office for more than 6 working days consecutively, then a suitable replacement should be arranged within 10 working days.*

*Initial manpower requirement:*

| <b>Role</b>                              | <b>Certifications</b>                                                                                                                                                               | <b>Experience (Years)</b> | <b>Min. No. of Resources</b> |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------|
| L1 Administrator                         | VCA-DCV (or equivalent from respective OEM if bank setup another OEM cloud infra)                                                                                                   | 5                         | 4                            |
| L2 Administrator                         | VCP-DCV, VCP-CMA, VCP-NV (or equivalent from respective OEM if bank setup another OEM cloud infra)                                                                                  | 10                        | 8                            |
| L3 (Administrator /Architect / Security) | VCAP (Deploy for Compute, Network and Cloud), Certifications on Public Cloud Platforms like - Azure / AWS (or equivalent from respective OEM if bank setup another OEM cloud infra) | 12                        | 6 (from VMware OEM)          |





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|   |                             | L3<br>(Administrator Security)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | VCP-DCV, CEH<br><br>(or equivalent from respective OEM if bank setup another OEM cloud infra)                                        | 12 |   |
|   |                             | L3<br>(Administrator Architect)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | VCIX<br>(Virtualization, Cloud, Network), TOGAF, VCAP – Design & Deploy, Certifications on Public Cloud Platforms like - Azure / AWS | 12 |   |
|   |                             | Project Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | PMP, ITIL                                                                                                                            | 15 | 1 |
|   |                             | Program Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | PMP, ITIL                                                                                                                            | 15 | 1 |
|   |                             | <p><b>Details of Certifications mentioned above –</b></p> <ul style="list-style-type: none"> <li>• VCA–DCV - VMware Certified Associate for Data Centre Virtualization</li> <li>• VCP–DCV - VMware Certified Professional for Data Centre Virtualization</li> <li>• VCP-CMA - VMware Certified Professional for Cloud Management Automation</li> <li>• VCP-NV - VMware Certified Professional for Network Virtualization</li> <li>• VCAP – VMware Certified Advanced Professional</li> <li>• VCIX - VMware Certified Implementation Expert</li> <li>• TOGAF - Open Group Architecture Framework</li> <li>• CEH - Certified Ethical Hacker</li> </ul> <p><i>Service Performance and Delivery Methodology: Bidder has to take over the existing infrastructure from the existing partner within twenty working days.</i></p> |                                                                                                                                      |    |   |
| 2 | Description of Deliverables | <p>a. For all Security Incidents (IRT) raised by Meghdoot for reporting, Root Cause Analysis (RCA) will have to be submitted within a span of 7 days (one week) and remedial action to be incorporated within the expiry of one month from origination of the incident. For all</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                      |    |   |

*Security Incidents (INC) raised by SOC, the same need to be closed within 3 (three) days."*

*b. Timely performance of security activities which include closing Vulnerability Assessment & Penetration Testing (VA&PT) observations, SCD compliance, cloud security best practices etc etc within the prescribed timeline by Bank.*

*c. Performance management: It will include, not limited to, regular, on-time patch updation, timely emergency security patch updation, ensuring confirmatory / compatibility of all patches across components of the cloud including storage. Further, it will be ensured at all times that all components are fully complaint with the SCD version in vogue at any point of time. All changes / additions to be raised via Change Management incorporating SCD compliance*

*d. Closure of all Audit points within timeline as decided by the Bank.*

*e. Documentation creation and updation: Vendor has to prepare a comprehensive documentation and update should happen on T+3 days basis.*

*f. Training & Training Plan: Vendor should plan and train minimum 10 working days training in a year through video/onsite/at vendor's lab as decided by Bank. Plan must be submitted at the start of the year. Bank will have right to choose the training content and schedule.*

*g. Whitepaper submission: Vendor should study the bank's cloud setup and after due analysis, should submit a persuasive, authoritative, in-depth report on problems, their solutions and improvements, annually by 1<sup>st</sup> April.*

*h. as per scope of work given above*

*Indicative Roles & Responsibilities of resources:*

*LI:*

- Single Interface to Application Teams ( Voice, Email , Tickets)*

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|  | <ul style="list-style-type: none"><li>• <i>Proactive monitoring of production environment – vSphere ESXi and vRealize Suite from VMware</i></li><li>• <i>Manage alerts through use of various monitoring tools, dashboards and email</i></li><li>• <i>Creating and assigning tickets to appropriate teams</i></li><li>• <i>Escalating major incidents quickly to the Incident Manager</i></li><li>• <i>Work on Tasks assigned by L3s and L2s</i></li></ul> <p><i>L2:</i></p> <ul style="list-style-type: none"><li>• <i>Basic troubleshooting related to Virtualization, Storage and Network. Perform standard changes.</i></li><li>• <i>Perform Incident management, Problem management, and Change management tasks.</i></li><li>• <i>Maintain knowledge base for alert handling, and where possible integrate this directly into monitoring or ticketing tools/ assist in alerts finetuning</i></li><li>• <i>Maintain and contribute to Standard Operating Procedures for common operational tasks</i></li><li>• <i>Orchestration management and software defined storage</i></li><li>• <i>Work on Tasks assigned by L3s</i></li></ul> <p><i>L3:</i></p> <ul style="list-style-type: none"><li>• <i>Ensure Cloud and Resource availability for Banks Private Cloud</i></li><li>• <i>Timely Assess the Infrastructure with help of Architect / vmware backend team and provide inputs to Program Manager</i></li><li>• <i>Manage vmware environment, supporting tools and engineering/troubleshooting the Enterprise environment</i></li><li>• <i>Administration of VMware implementations, including HA, DRS, templates and cloning</i></li><li>• <i>Storage allocation to ESXi clusters and troubleshooting VMDK/RDM in virtual machines</i></li><li>• <i>Inventory / Asset Management</i></li><li>• <i>Storage, Backup, DR , Availability Management</i></li><li>• <i>Working with Windows Active Directory and Group Policies</i></li><li>• <i>Installation, patching, customization, capacity management and maintenance of vSphere ESXi and other components within VMware</i></li><li>• <i>Performance management of physical and logical disk systems</i></li><li>• <i>Working with VMware NSX team for Network integration</i></li><li>• <i>Scripting and Automating tasks and processes</i></li></ul> |
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|  | <ul style="list-style-type: none"><li>• <i>Interface with the vmware backend teams on troubleshooting, critical escalations and call resolution</i></li><li>• <i>Drive timely resolution of service requests, incidents and periodically communicate status.</i></li><li>• <i>Liaise with the Business and Application owner for major activities like Integrated Business continuity exercise/ DR, application migration and other major incidents/ changes</i></li><li>• <i>Assist in integrating processes into Service management tools (BMC ITSM)</i></li><li>• <i>Identify and recommend improvements to existing processes.</i></li><li>• <i>Notify, escalate and communicate to senior management on status of critical service requests, major incidents and changes as necessary</i></li><li>• <i>Assess Cloud on periodic basis for improvement areas and provide inputs to Program Manager</i></li><li>• <i>Technical SME for vmware products</i></li><li>• <i>Drive technical discussions with Customer</i></li><li>• <i>Provide inputs to Program Manager for strategic decisions</i></li><li>• <i>Ownership of security services like VAPT, Security review for all VMWare infrastructure</i></li><li>• <i>Security configuration document preparation</i></li><li>• <i>Alert Fine tuning for security related events</i></li><li>• <i>Report preparation/utilization data from Security logs</i></li><li>• <i>Installation, configuration &amp; Management of respective tools</i></li><li>• <i>Integration of different tools of Vmware</i></li><li>• <i>Implementing policies, Access Controls, managing clusters, certificates and onboard settings</i></li><li>• <i>OYW Dashboard creation, report generation and triggers creation</i></li><li>• <i>Powershell scripting for day 2 tasks and operations</i></li><li>• <i>RCA of Security incidents using logs and creation of critical errors dashboard</i></li></ul> <p><i>Project Manager:</i></p> <ul style="list-style-type: none"><li>• <i>Oversee entire setup and ensure smooth operations</i></li><li>• <i>Plan the Activities / Projects</i></li><li>• <i>Activity Planning and resource Planning with help of Ops Manager</i></li><li>• <i>Control and report the execution of Project / Activities</i></li><li>• <i>Activity / Project Reporting</i></li><li>• <i>Human Resource Management and reporting</i></li></ul> |
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|  |  | <ul style="list-style-type: none"><li>• <i>Responsible for Service request management, Incident Management, Change Management and problem resolution for all critical incidents</i></li><li>• <i>Be the focal point while leading a Major incident up to &amp; including interacting with Sr. IT Leadership as needed to help expedite incident resolution</i></li><li>• <i>Provide support and participate in the CAB and change control process</i></li><li>• <i>•Provide appropriate inputs to the Problem management process, RCA preparation</i></li><li>• <i>Drive timely resolution of service requests, incidents and periodically communicate status.</i></li><li>• <i>Liaise with the Business and Application owner for major activities like Integrated Business continuity exercise/ DR, application migration and other major incidents/ changes</i></li><li>• <i>Assist in integrating processes in to Service management tools (BMC ITSM)</i></li><li>• <i>Identify and recommend improvements to existing processes.</i></li><li>• <i>Notify, escalate and communicate to senior management on status of critical service requests, major incidents and changes as necessary</i></li></ul> <p><i>Program Manager:</i></p> <ul style="list-style-type: none"><li>• <i>Overall, in-charge of the project</i></li><li>• <i>Organizing programs and activities in accordance with the mission and goals</i></li><li>• <i>Developing new programs to support the strategic direction</i></li><li>• <i>Creating and managing long-term goals and operating plan for the program.</i></li><li>• <i>Developing an evaluation method to assess program strengths and identify areas for improvement.</i></li><li>• <i>Ensuring goals are met in areas including uptime, MTBF, Time keeping, quality and team performance.</i></li><li>• <i>Implementing and managing changes and interventions to ensure project goals are achieved.</i></li><li>• <i>Meeting with stakeholders to make communication easy and transparent regarding project issues and decisions on services.</i></li><li>• <i>Producing accurate and timely reporting of program status throughout its life cycle.</i></li></ul> |
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|   |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                           | <ul style="list-style-type: none"> <li>• <i>Analyzing program risks.</i></li> <li>• <i>Working on Cloud strategy of the Bank</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3 | Third-Party Components                                                    | <i>Setup is integrated with 3rd party solutions like - NetApp Storage, CommVault Backup, TrendMicro Antivirus, BMC Remedy ITSM, Algosec NSPM, SIEM, DAM, VAPT as part of SOC solutions etc.”</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4 | Term of the Project – Project Schedule; Milestones and delivery locations | <p><i>Major project is Management of Cloud.</i></p> <p><i>Other projects and tasks will have to be planned and documented as and when requirement arises during the tenure of this Project</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5 | Annual Maintenance (AMC) Term                                             | <i>wherever applicable to be incorporated</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6 | Integration / Migration Requirements with existing systems                | SI should be able to integrate the Meghdoot Private Cloud with other compute, storage and network that will be added during the contract period to augment Meghdoot setup and should also be able to check the compatibility of the same with existing Meghdoot cloud. SI should also be able to Migrate workloads from on-prem Meghdoot cloud to Public Cloud setup and Hybrid cloud setup (burst out) when the demand for computing capacity spikes and should also be able to get back the workload to Meghdoot when the computing capacity returns to normal. SI should also be able to manage both the setup’s (Meghdoot and Public Cloud) from on-prem management software. |
| 7 | Resource Requirements                                                     | <p><i>a) 24 * 7* 365 days per year, online support facility</i></p> <p><i>b) The expected time of resolution should be average 60 minutes per call</i></p> <p><i>c) Escalation process should be in place for unresolved issues</i></p> <p><i>d) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc</i></p> <p><i>e) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc</i></p>                                                                                                                                                  |

|    |                                       |                                                                                                                                                                                                                                                                                           |
|----|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                       | <p>f) <i>The help desk should be manned with minimum number of persons dedicated to work for the Bank as decided by the bank.</i></p> <p>g) <i>If one shift is over and resources of next shift has not come/have not come, the working resources should continue next shift also</i></p> |
| 8  | MIS Report Generation requirement     | <p>a) <i>User-defined reports as required by Bank</i></p> <p>b) <i>Dashboard requirements as required by Bank</i></p>                                                                                                                                                                     |
| 9  | In case of Transaction System         | <i>NA</i>                                                                                                                                                                                                                                                                                 |
| 10 | Performance Requirements              | <i>Per site Uptime requirement of 99.999% on monthly basis (downtime will be treated if caused by misconfiguration/mismanagement/any other action by the support team)</i>                                                                                                                |
| 11 | Scalability Requirements              | <i>a) Managed services should be scalable as per Bank's future requirement.</i>                                                                                                                                                                                                           |
| 12 | Regulatory / Compliance Requirements  | <i>As per Bank's IT, IS, Risk policies and prevalent regulatory guidelines.</i>                                                                                                                                                                                                           |
| 13 | Security Requirements                 | <i>As per Bank's IT, IS, Risk policies and prevalent regulatory guidelines.</i>                                                                                                                                                                                                           |
| 14 | Limited Trial / Pilot Requirements    | <i>NA</i>                                                                                                                                                                                                                                                                                 |
| 15 | Backup system / POC / test & training | <i>as per scope of work</i>                                                                                                                                                                                                                                                               |



|        |                    |                                                         |
|--------|--------------------|---------------------------------------------------------|
|        | system / DR system |                                                         |
| 1<br>6 | Training           | <i>as given above</i>                                   |
| 1<br>7 | Payment schedule   | <i>Monthly basis on arrears upon receipt of invoice</i> |





**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 Professional Managed Services for Cloud Operations**”.

**Name of the Bidder:**

| Sr. No. | Type of services / Items              | Quantity/No of Resources | Rate per item/Per resource etc. (as applicable) | Total amount in Rs. | Proportion to Total Cost (in percentage) # |
|---------|---------------------------------------|--------------------------|-------------------------------------------------|---------------------|--------------------------------------------|
| 1.      | L1                                    | 4                        |                                                 |                     |                                            |
| 2.      | L2                                    | 8                        |                                                 |                     |                                            |
| 3.      | L3<br>(Admin, Architect and Security) | 6                        |                                                 |                     |                                            |
| 4.      | Project manager                       | 1                        |                                                 |                     |                                            |
| 5.      | Program Manager                       | 1                        |                                                 |                     |                                            |
| 6.      | Other Cost                            |                          |                                                 |                     |                                            |
|         | <b>Total Cost *</b>                   |                          |                                                 |                     |                                            |

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

\* This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the reverse auction.

**Breakup of Taxes and Duties**

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



**Name & Signature of authorized signatory**

**Seal of Company**

**Illustration**

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

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

**Appendix-G**

**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.: 618 Dated: 17.08.2020**

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

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

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

**Counter-signed:**

**Bidder**

**OEM**

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



**OR**

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

Date:

To,

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

Dear Sir,

**Ref.: RFP No.: 618 Dated: 17.08.2020**

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

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

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

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

**Signature of authorized official**

**Name:**

**Company seal:**

**Appendix-H**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. SBI:618 dated 17/08/2020.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honored 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 up to \_\_\_\_\_
- 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.**



---

**Authorized official**



**Appendix-I**

**Other terms and Penalties**

1.

- (a) The maximum response time to acknowledge request/query/complaint through email, ITSM shall not exceed 10 Minutes.
- (b) Vendor shall ensure that issues reported are resolved within 60 minutes. In case of breach of this timeline, following are the penalties:

| S. No. | Resolution Time (calculated on monthly basis)                 | Penalty                   |
|--------|---------------------------------------------------------------|---------------------------|
| 1.     | More than 99.9% of the issues resolved within stipulated time | Nil                       |
| 2.     | Between 99.9% to 99%                                          | 1% of the monthly payment |
| 3.     | Less than 99%                                                 | 3% of the monthly payment |

**SLA for Recovery Time Objective**

| SL no. | Service level category                           | Service level object | Measurement range/criteria                                                              | Penalty                               |
|--------|--------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------|---------------------------------------|
| 1.     | RTO during disaster for shifting to Alternate DC | 90 minutes           | Time will be calculated since the intimation to shift the operations to alternate site. | <i>Rs. 10Lakh per additional hour</i> |

**SLA for Recovery Point Objective**

| SL no. | Service level category                             | Service level object             | Measurement range/criteria | Penalty                                |
|--------|----------------------------------------------------|----------------------------------|----------------------------|----------------------------------------|
| 1.     | RPO during disaster for shifting to alternate site | 99.999% of PR site data recovery | <i>Volume of data</i>      | <i>Rs. 10Lakh per 0.001% data loss</i> |

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

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

$$\text{Total hours during the month} = \text{No. of days} \times 24 \text{ hours}$$

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

| S. No. | Uptime Range                            | Penalty                                             |
|--------|-----------------------------------------|-----------------------------------------------------|
| 1.     | 99.999 per site                         | nil                                                 |
| 2.     | Per 0.1% down time per site up to 99.5% | 5% of the payout                                    |
| 3.     | Below 99.5%                             | Bank may revoke the penalty or take suitable action |

2. If, in any month, Vendor does not fulfill the provisions of clauses 1 (a), (b), (d), the proportionate maintenance charges for that period during the month will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract. In such event Vendor was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.

3. Future additions of Hardware / Software:

The Bank would have the right to following without increase in payment:

- i. Deciding on the number of resources in the shifts and shift roaster.
- ii. Ask for movement of resources to an alternative site of its choice or work remotely.
- iii. Bank can augment, setup new cloud site etc. or setup cloud of any technology, bidder will be bound to serve.
- iv. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

4. Incomplete documentation: Penalty of 1% payout if document not found to be created/updated/low quality

5. Whitepaper submission: 1% of the payout per month till non submission or not of desired quality

6. If any task not completed within timeline set by bank: 0.5% of payout per incident

7. If a resource is not available -150% deduction for the resource on pro-rata basis.
8. All resources will be on boarded only after document verification, interview and satisfaction of the bank. Also, bank will have right to ask for replacement of any resource from the project.

**Service Level Agreement**

*Given as separate document.*

Appendix-K

**NON-DISCLOSURE AGREEMENT**

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

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

And

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

And Whereas

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

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

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

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

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

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

Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - i. Suspension of access privileges



ii. Change of personnel assigned to the job

iii. Termination of contract

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

4. **Miscellaneous**

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

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

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

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.



- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the



providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_ (place)

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

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

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

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



**Appendix-L**

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

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

**Appendix-M**

**Format for Submission of Client References**

**To whosoever it may concern**

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

**Name & Signature of authorized signatory**

**Seal of Company**

**Appendix-N**

**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/ Authorized signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price

in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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

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

**1. Commitments of the BUYER**

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

**2. Commitments of BIDDERS**

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

- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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, organization 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, favor, 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 favor or disfavor 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 favor 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 up to 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).



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- 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 up to 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/  
Authorized Signatory  
Designation

Witness  
1  
2

Witness  
1.  
2.

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



Appendix-O

FORMAT FOR EMD BANK GUARANTEE

To:

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**EMD BANK GUARANTEE FOR**

**NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE  
RFP NO.SBI:618 DATED 17/08/2020**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide \_\_\_\_\_ (name of Service) as are set out in the Request for Proposal SBI:618 dated 17/08/2020.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by

us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before \_\_\_\_ (date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:



- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)
- (b) This Bank Guarantee shall be valid up to .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim or demand on or before  
.....

Yours faithfully,

For and on behalf of

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

**(Note: This guarantee will require stamp duty as applicable in the State where it is executed  
and shall be signed by the official(s) whose signature and authority shall be verified)**