



**REQUEST FOR PROPOSAL  
FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE  
OF HARDWARE LOAD BALANCER DEVICES FOR  
LLMS APPLICATION WITH 1 YEAR WARRANTY AND 4 YEARS  
COMPREHENSIVE AMC**

**Ref: SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150  
dated: 04/06/2024**

**IT – Corporate & SME Loans Department  
STATE BANK OF INDIA  
State Bank Global IT Centre  
'B' Wing, Fifth Floor,  
Sector-11, CBD Belapur  
Navi Mumbai -400614**

**Schedule of Events**

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	<p>Name: Mukesh Kumar Ojha                      Designation: Assistant General Manager                      Email ID: <a href="mailto:mukesh.kumar.ojha@sbi.co.in">mukesh.kumar.ojha@sbi.co.in</a>                      Contact Number: 99875 25039</p> <p><u>Correspondence Address:</u>                      The Deputy General Manager                      IT- Corporate &amp; SME Loans Dept.,                      State Bank Global IT Centre                      'B' Wing, Fifth Floor                      Sector-11, CBD Belapur                      Navi Mumbai-400614, Maharashtra</p> <p>Contact Person for query:                      Name: Rishabh Gupta                      Email: <a href="mailto:rishabh.gupta@sbi.co.in">rishabh.gupta@sbi.co.in</a>                      Contact Number: 99675 75059</p> <p>Name: Aditya Kumar Panda                      Email: <a href="mailto:aditya.panda@sbi.co.in">aditya.panda@sbi.co.in</a>                      Contact Number: 77100 31747</p> <p>Name: Chaitra Pattar                      Email: <a href="mailto:chaitra.pattar@sbi.co.in">chaitra.pattar@sbi.co.in</a>                      Contact Number: 72594 61681</p>
2	Bid Document Availability including changes/amendments if any to be issued	<p>Notice for inviting tender will be published in the newspaper and the e-procurement portal. The BID document may be downloaded from the e-procurement portal after submission of the following documents/criteria and Bank's evaluation and approval thereupon.</p> <p>i) proof of payment of tender fees</p>

Sl No	Particulars	Remarks
		<p>ii) Non-disclosure agreement (NDA) in the format as available on the e-Procurement portal. The NDA should be digitally signed by the authorized representative of the Bidder. Copy of Board resolution of the company duly certified by the Company Secretary authorizing the signatory to execute NDA/ Bid and make commitments on behalf of the Bidder is to be attached. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).</p> <p>iii) All other proofs/ evidences / documentation as mentioned elsewhere in the RFP.</p> <p>Upon receipt of the above documents and subject to evaluation and approval by the Bank.</p>
3	Last date for requesting clarification	Till 5.00 PM on 12.06.2024 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 4.00 PM to 5.00 PM on 14.06.2024 at SBI GITC Belapur or through online meeting  Note: All the queries should be raised in Pre-bid query format only and to be uploaded on e-Tender portal only. The Bank or any of its officials are not obliged

Sl No	Particulars	Remarks
		<p>to attend or respond to any of the bidder's emails, calls, or any other mode of communications. Any communication related to the changes in this RFP will be advised through newspaper and on the Bank's official website.</p> <p>Bidders willing to participate in the Pre-bid meeting should send one email ID per bidder to below recipients:</p> <ul style="list-style-type: none"> <li>• rishabh.gupta@sbi.co.in</li> <li>• aditya.panda@sbi.co.in</li> <li>• chaitra.pattar@sbi.co.in</li> </ul>
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 18.06.2024
6	Last date and time for Bid submission	Till 5.00 PM on 02.07.2024
7	Address for submission of Bids	To be submitted online through the e-tendering Website as under: <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
8	Date and Time of opening of Technical Bids	11.00 AM on 03.07.2024 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	Tender Fee	Rs. 10,000.00 (Rupees Ten-Thousands only) Amount should be deposited in A/c No: <b>4897932113433</b>

Sl No	Particulars	Remarks
		<p>IFSC: SBIN0011343                      Account Name: Subsidy Inward Remittance                      (If Mode of Transaction is NEFT and RTGS)</p> <p>Account No: <b>37608352111</b>                      IFSC: SBIN0011343                      Branch: OAD, GITC, Belapur Account Name: System Suspense Branch Parking Account                      If Mode of Transaction is Intra-bank transfer (i.e., SBI to SBI only)</p> <p><b>Tender fee will be non-refundable.</b></p>
12	Earnest Money Deposit	<p>Rs.19,50,000.00 (Rupees Nineteen lakhs Fifty-Thousands only)                      Amount should be deposited in                      A/c No: <b>4897932113433</b>                      IFSC: SBIN0011343                      Account Name: Subsidy Inward Remittance                      (If Mode of Transaction is NEFT and RTGS)</p> <p>Account No: <b>37608352111</b>                      IFSC: SBIN0011343                      Branch: OAD, GITC, Belapur Account Name: System Suspense Branch Parking Account                      If Mode of Transaction is Intra-bank transfer (i.e., SBI to SBI only)</p> <p><b>Or</b></p> <p>EMD should be in the form of a Bank guarantee.                      EMD shall be valid up to 180 days from bid submission date.</p>



Sl No	Particulars	Remarks	
		<b>Bidder should deposit EMD and Tender Fee separately.</b>	
13	Bank Guarantee	10% of hardware Cost	Performance Security in form of BG valid for the warranty period + three months from the date of commissioning.
		(5%) of the Total Project Cost	Performance Security in form of BG should be valid for Four (4) years and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	<p>Login to website:  <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a></p> <p>E-Procurement Technologies Limited, Ahmedabad. If you need clarification regarding tender submission or technical support kindly contact below numbers:  M: 9265562819   7859800621   6352631968   6352631766   6352632098</p> <p>For Digital Signature Certificate related query Contact no.: 9099090830  Email on info@abcProcure.com</p> <p>You are requested to contact the agency for further guidance on E tendering.</p>	

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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** and the Bank sponsored Regional Rural Banks (RRBs) for procurement of "SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HARDWARE LOAD BALANCER DEVICES FOR LLMS APPLICATION WITH 1 YEAR WARRANTY AND 4 YEARS COMPREHENSIVE AMC"
- ii. In order to meet the IT hardware requirements, the Bank proposes to invite online Bids from eligible Bidders to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/ scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this Re.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Product and **Services** desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Product and **Services** for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed **Services** adhering to Bank's requirements outlined in this RFP.

## 2. DISCLAIMER:

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

### 3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder/ Channel Partner”** means an eligible entity/ firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/ Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“The Equipment/ Product”** means all the hardware, it’s all components, associated software/ firmware/ operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“Services”** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.
- ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/update of Product.

### 4. SCOPE OF WORK:

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

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

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

## **6. COST OF BID DOCUMENT:**

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

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-O** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/ email and ensure that clarifications/ amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility

for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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

#### **8. CONTENTS OF BID DOCUMENT:**

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

#### **9. EARNEST MONEY DEPOSIT (EMD):**

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-R**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable. **If EMD is directly credited to designated account**, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should



- be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in **Schedule of Event Sl. No. 1**, within the bid submission date and time for the RFP.
- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
  - v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 4 weeks of the Bidder being notified as being unsuccessful.
  - vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-J**.
  - vii. No interest is payable on EMD.
  - viii. **The EMD may be forfeited: -**
    - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
    - (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
    - (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
    - (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
  - ix. **If EMD is forfeited for any reasons mentioned above**, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

#### **10. BID PREPARATION AND SUBMISSION:**

The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for providing of **“TECHNICAL PROVISION FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HARDWARE LOAD BALANCER DEVICES FOR LLMS APPLICATION WITH 1 YEAR WARRANTY AND 4 YEARS COMPREHENSIVE AMC** in response to the RFP No. SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150 dated 04/06/2024. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorized signatory:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.

- (c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11 “*DEADLINE FOR SUBMISSION OF BIDS*” sub-clause (ii).
  - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
  - (e) Bidder’s details as per **Appendix-D** on Bidder’s letter head.
  - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
  - (g) Detailed explanation of functioning of hardware/firmware. Licensing details of operating software/firmware.
  - (h) Undertaking of Authenticity as per **Appendix-G**.
  - (i) Format for Manufacturer’s Authorization Form as per **Appendix-H**.
  - (j) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
  - (k) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11 “*DEADLINE FOR SUBMISSION OF BIDS*” sub-clause (ii).
  - (l) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl No 2 of Eligibility Criteria under **Appendix-B**.
- i. **INDICATIVE PRICE BID FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HARDWARE LOAD BALANCER DEVICES FOR LLMS APPLICATION WITH 1 YEAR WARRANTY AND 4 YEARS COMPREHENSIVE AMC** in response to the RFP No. **SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150** dated **04/06/2024** should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

**Bidders may please note:**

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e., Technical Bid or Indicative Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

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

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “**Schedule of Events**”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission



date and time for the RFP at the address mentioned in Sl No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

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

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

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

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain **valid for duration of 6 calendar months** from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

## **14. BID INTEGRITY:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders

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

#### **15. BIDDING PROCESS/ OPENING OF TECHNICAL BIDS:**

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

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

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

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

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

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank/ Authorized e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
  - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
  - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - (d) The Bidder should quote for all the items/ services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all

the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

**18. CONTACTING THE BANK:**

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

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

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

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

- a. Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- b. If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- c. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

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

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

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

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

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

**“Minimum Local content”** for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

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

i. **Verification of local content**

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the product or service offered meets the minimum local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be and shall give details of location(s) at which the local value addition is made.

- ii. Total cost of Products/ Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iii. 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.
- iv. 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-N** of this RFP together with acceptance of all terms and conditions of RFP.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

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

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any,



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

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

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

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

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

- i. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
  - (a) Method of shipment or packing;
  - (b) Place of delivery;
  - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider's performance of any provisions under the Contract, an

equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

**23. CONTRACT AMENDMENT:**

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

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

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

**25. BANK GUARANTEE:**

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

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

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



product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

- i. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Service Provider will have to supply the Product(s) in 'Factory Sealed Boxes' with System OEM seal.
- iii. Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved/ ordered and within the time schedule given in the Scope of work given in **Appendix-E** of this document.
- iv. The delivery will be deemed complete when the Products/ components/ associated software/ firmware are received in good working condition at the designated locations, mentioned in this RFP.
- v. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/ system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider has to resolve any problem faced during installation and operationalisation.
- vi. In addition, Service Provider will supply all associated documentation relating to the Products/ hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalised) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from Service Provider on the lines of format/ certificate on the lines of **Appendix-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including hardware equipment/ components/ software), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight

- from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.
- vii. The details of the documents to be furnished by Service Provider are specified hereunder: -
- (a) *2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.*
  - (b) *Delivery Note or acknowledgement of receipt of Products from the consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.*
  - (c) *2 copies of packing list identifying contents of each of the package.*
  - (d) *Insurance Certificate.*
  - (e) *Manufacturer's warranty certificate.*
- viii. The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.
- ix. For the system & other software/ firmware required with the hardware ordered for, the following will apply: -
- (a) Service Provider shall supply standard software/ firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
  - (b) Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/ firmware whether developed by them or acquired from others.
  - (c) In case Service Provider is providing software/ firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/ firmware vendor for the proposed software for the entire period required by the Bank.
  - (d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

## **28. SERVICES:**

- i. Service Provider shall ensure that key personnel with relevant skill-sets are

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

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

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

- specifications, as specified.
- iii. During the support period (warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the RFP, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at any other locations wherever required, whenever it is essential. In case of failure of Product (hardware, system software or any of its components), Service Provider shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity defined in RFP.
  - iv. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
  - v. Warranty/ AMC (if included in the RFP) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
  - vi. Support (Warranty/ AMC, if included in the RFP) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-H** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
  - vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
    - (a) Diagnostics for identification of systems failures
    - (b) Protection of data/ Configuration
    - (c) Recovery/ restart facility
    - (d) Backup of system software/ Configuration
  - viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

- ix. Service Provider shall be agreeable for on-call/ on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- x. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.
- xi. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

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

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

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

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

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

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



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

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

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

- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/ data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- iv. Service provider shall grant unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.

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

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

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

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

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

The Agreement/ SLA will be valid for the period of Five (5) years. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

#### **37. LIMITATION OF LIABILITY:**

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 37(iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/ Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:

- (a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
- (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
- (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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

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

### **38. CONFIDENTIALITY:**

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

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

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



Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

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

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider will be responsible for arranging and procuring all relevant permissions/ road permits etc. for transportation of Product to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. Service Provider is obliged to work in co-ordination with the Bank's staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.
- iv. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- vi. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-N** of this RFP.
- vii. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- viii. Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

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

- i. Service Provider shall deliver the following documents to the Bank for every hardware/ firmware/ software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ computer based tests, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc.
- ii. Service Provider shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- iii. Service Provider shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

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

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

- Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

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

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

#### **44. CONFLICT OF INTEREST:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect

shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person,

and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

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

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



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

v. **Debarment/Banning**

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

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

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period 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 45” *CODE OF INTEGRITY AND DEBARMENT/BANNING* " sub-clause (i) hereinabove, if a

Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

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

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

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

**46. TERMINATION FOR DEFAULT:**

- 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 abovementioned sub-clause 46(i) (a) to 46(i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

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



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

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

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and/ or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

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

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

**49. TERMINATION FOR CONVENIENCE:**

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

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

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

**51. GOVERNING LANGUAGE:**

The governing language shall be English.

## 52. APPLICABLE LAW:

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

## 53. TAXES AND DUTIES:

- i. Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Bidder shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/ duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix-F**).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**.
- iv. Prices payable to Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income/ Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
  - (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
  - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to

pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.

- (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### **54. TAX DEDUCTION AT SOURCE:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

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

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

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

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

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

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

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

#### **57. NOTICES:**

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



## **Part-II**



**Appendix –A**

**BID FORM (TECHNICAL BID)**

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

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

To:  
IT-Corporate & SME Loans Department  
State Bank Global IT Centre  
5th floor, "B" Wing,  
Sector 11, CBD Belapur

Dear Sir,

**Ref: RFP No. SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150 dated 04/06/2024**

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

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

- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information/ data/ particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/ clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-M** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any “Caution” list of RBI/ IBA or any other regulatory body for outsourcing activity.



- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

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

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

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

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

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

**Appendix-B**

**BIDDER'S ELIGIBILITY CRITERIA**

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an average turnover of minimum Rs. 14.00 crores during last 03 (three) financial year(s) i.e., FY 2023-24 (audited/ estimated), FY 2022-23(audited). and FY 2021-22(audited).		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for corresponding year may be submitted.)
4.	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 3 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor.
5.	Bidder should have experience of minimum three (3) years in providing the Products/ Services. The evidence submitted needs to have clear demarcation and costing of the Load Balancer instead of being a part and parcel of the order.		Copy of the order and/or Certificate of completion of the work. The Bidder should also furnish user acceptance report.

6.	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.		Certificate of local content to be submitted as per <b>Appendix-G</b> .
7.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)		Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-P</b>
8.	<p>Certification Requirements:</p> <ol style="list-style-type: none"> <li>1. Certificate confirming back-to-back arrangement with the OEM.</li> <li>2. Information Security Certificate from OEM</li> <li>3. Self-Declaration on No Single Point of Failure (NSPoF).</li> <li>4. Certificate of local content to be submitted as per <b>Appendix-I</b>.</li> <li>5. Bidder and OEM need to have following certificates: <ol style="list-style-type: none"> <li>a) ISO 9001-2015. ISO 27001 from the bidder</li> <li>b) ISO 14001 Certificate (Facility at which devices are Manufactured) from the OEM</li> </ol> </li> </ol>		Copy of the Valid Certificate(s) to be provided
9.	Past/ present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes related to product/ services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/ blacklisting for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.

10.	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.
11.	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.
12.	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.

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

**Eligibility criteria mentioned at Sl No 3 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:**

- i. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at Sl No 3 to 5 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorized signatory**

**Seal of Company**



**Appendix-C**

**TECHNICAL & FUNCTIONAL SPECIFICATIONS**

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

**Please Note:** Proposed Bidder or OEM should not quote the product or solution which is of EOS & EOL during the contract. Bidder or OEM should keep the Bank explicitly informed about the end of support/ life dates on related products/ hardware and should ensure support during warranty & AMC period.

Technical specifications for Hardware Load balancer devices for LLMS at PR site Rabale, Navi Mumbai and DR site at Gachibowli, Hyderabad are given below:

	S N o	Specification	Requirement	Part of the core solution . (Y/N)
<b>General Specification</b>	1	The solution should not have any single point of failure like power supplies and fans etc. should have 1:1/N+1 level of redundancy.	Mandatory	
	2	High availability should be achieved using same make/model license and same production licenses. There should not be use of any UAT/ test license on secondary device, both licenses should be production grade with all the functionalities. Proposed solution should be capable to work in Active-Active mode.	Mandatory	
	3	The appliance should be purpose-built hardware for load balancing.	Mandatory	
	4	The proposed solution should be capable to provide add-on modules and services on the same hardware like WAF, Zero Trust app access, OAuth integration, DNS with Security and SSL VPN with add-on licenses if required in future	Optional	
	5	The appliance should be a full proxy architecture and support full and half proxy both architectures.	Mandatory	
	6	The solution should have full support IPv6. It should support all IPv6 scenarios: a. IPv4 on the inside and IPv6 on the outside. b. IPv6 on the inside and IPv4 on the outside.	Mandatory	
	7	Should support minimum 10 instances on day1 and minimum scalable by 50% with resource allocation capabilities (like CPU, memory)	Mandatory	
	8	Physical resources reservation between each virtual load balancer instances., should be such to ensure expected performance of each virtual instance.	Mandatory	

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	S N o	Specification	Requirement	Part of the core solution . (Y/N)
	9	Should support multiple VLANs (min 100 Nos. of VLANS on single device), LACP & trunking of VLANs.	Mandatory	
	10	Should support Jumbo Frames (9000 bytes) longer frames than the standard Ethernet (IEEE 802.3) frame size of 1,518 bytes.	Mandatory	
	11	Should support complete STACK of Internet Protocols, i.e., IPV4, IPV6 and Dual STACK parallel.	Mandatory	
	12	Highest level of OEM enabled Support is required for Software and Hardware in India.	Mandatory	
	13	Should support load balancing of both L4 & L7 protocol, SSL encryption/ decryption, http traffic compression.	Mandatory	
	14	It should be a unified single box solution.	Mandatory	
	15	Upgrade of OS on any virtual load balancer should not affect other virtual load balancer on the same physical box.	Mandatory	
	16	There should be separate user login and database per virtual load balancer.	Mandatory	
	17	Role based Access control mechanism to be available.	Mandatory	
	18	Should be able to integrate with TACACS+/ RADIUS/ LDAP/ ADFS for AAA.	Mandatory	
	19	Should have dual power supply.	Mandatory	
	20	The proposed appliance must provision with minimum 14 I/O ports	Mandatory	
	21	Capacity provisioning of I/O ports must be of 10/25Gbps or higher with 10 ports for 10Gbps & 4 Ports of 25Gbps). All the SFPs should be multimode SFPs.	Mandatory	
	22	The solution must have minimum 2 management ports. Management ports should be physically isolated from data ports.	Mandatory	
<b>High Availability</b>	23	Should support transparent failover between 2 devices, the failover should be transparent to other networking devices and should support failover to reduce time in less than 3 second with all session's persistence without any manual intervention	Mandatory	
	24	Should support network-based failover for session mirroring, connection mirroring and heartbeat check.	Mandatory	
	25	Should support configuration sync to and from active and backup unit.	Mandatory	
	26	Should support the feature to force the active device to standby and back to active state; or force a device to offline mode.	Mandatory	
<b>Performance</b>	27	A) The proposed appliance should provide minimum L7 throughput of 100 Gbps (on single device) for the devices proposed for Production/DR environment- Quantity - 4 Nos.	Mandatory	
	28	The proposed appliance should provide minimum 40 Gbps of SSL based Hardware Offloading throughput with SYN flood protection. The SSL encryption & decryption process must be hardware-based processor for acceleration.	Mandatory	

	S N o	Specification	Requirement	Part of the core solution . (Y/N)
	29	The proposed appliance should support minimum 130 million L4 concurrent connections. Associated datasheets to be attached.	Mandatory	
	30	The proposed appliance must support minimum SSL TPS/CPS of:  - 45K ECDSA P-256-bit keys. - 100K of RSA 2048-bit keys.  Scalable upto minimum 50% of its existing capacity.	Mandatory	
<b>Load Balancing Specs</b>	31	Support for scripting language to create customized rules that can be triggered based on an event in the L4-L7 stack.	Mandatory	
	32	Should support IPv6 to IPv4 Conversion.	Mandatory	
	33	Should support HTTP Header manipulation on client requests and server responses.	Mandatory	
	34	Should support URL-based redirection.	Mandatory	
	35	Should support End-to-End SSL Encryption (Backend Encryption).	Mandatory	
	36	Should have feature to use user defined ciphers along with hardened ciphers.	Mandatory	
	37	The proposed solution should also support QUIC protocol with option of setting the Bidirectional Concurrent Streams Per Connection & Unidirectional Concurrent Streams Per Connection	Mandatory	
	38	The solution must have application-level load balancing including the ability to act as HTTP 2.0 and HTTP 3.0 for Gateway and Full Proxy for HTTP 2.0 and 3.0	Mandatory	
	39	The solution must have TLSv1.0, TLSv1.1 and TLSv1.2 and TLSv1.3 on both Client and Server side and should be capable of upgradation to higher versions in the same device.	Mandatory	
	40	Solution should have throttling mechanism for downstream traffic:  1. Based on bandwidth 2. Based on number of parallel/ concurrent sessions on VIP. 3. Based on concurrent sessions on downstream server.	Mandatory	
	41	The proposed solution should also provide static and dynamic bandwidth control at each virtual server level. The max rate should be definable in bps, Kbps, Mbps and Gbps. The solution should also be able to specifies the maximum amount of bandwidth that each session associated with the bandwidth control policy can use in bits per second (bps), kilobits per second (Kbps), megabits per second (Mbps), or gigabits per second (Gbps). The solution should also be able to define a PPS based limit, where the user can define the rate in packets per second (PPS), kilo packets per second (KPPS), mega	Optional	

	S N o	Specification	Requirement	Part of the core solution . (Y/N)
		packets per second (MPPS), or giga packets per second (GPPS) this is helpful as DoS limiter		
	42	The solution must have full proxy architecture with HTTP Keep-Alive to allow the load balancer system to minimize the number of server-side TCP connections by making existing connections available for reuse by other clients for TCP optimization.	Mandatory	
	43	The solution must have script-based functions support for content inspection, traffic matching and monitoring of HTTP, XML, generic TCP. Load balancer should support Policies to customize new features in addition to existing feature/functions of load balancer.	Mandatory	
	44	The proposed solution without any scripting should natively be able to support L3/L7 policies which can match conditions like Client SSL details, CPU usage, Geo IP, value in HTTP headers like cookie, auth, user-agent and TCP based information to enable/disable security features, HTTP profiles, SSL profiles, compression, caching etc. The system should also provide statistics around these policies in GUI where details like invoked and success rates are mentioned	Optional	
	45	The proposed solution should also allow for congestion control mechanism/ options like Appropriate Byte Counting, slow start & Timestamps Extension for High Performance.	Mandatory	
	46	To maximize outbound bandwidth, the Load Balancer shall automatically compress content to minimize network traffic between application servers and the end user.	Mandatory	
	47	The proposed solution must be able to perform TCP multiplexing and TCP optimization, SSL Offloading and persistence mirroring, HTTP Compression, caching etc. in active-passive mode. All the features should be enabled in Full-Proxy Mode.	Mandatory	
	48	The proposed system should allow to set a delay in the marking of a pool member or node as up for some number of seconds after receipt of the first correct response. The purpose of this feature is to ensure that the monitor marks the pool member or node as up only after the pool member or node has consistently responded correctly to the LB system during the defined time period.	Mandatory	
	49	The proposed solution should be able to customize TCP behavior for client side as well as server-side traffic for optimizing of application. The proposed solution should provide timer management for TCP like close wait, Fin wait 1, fin wait 2, idle timeout and should also provide an option for sending proactive RST packets when a session is timeout to make sure stale connections are cleared immediately.	Mandatory	

	S N o	Specification	Requirement	Part of the core solution . (Y/N)
	50	Should have facility to flush idle connections at the time of system high utilization with predefined threshold.	Mandatory	
	51	The proposed solution should support a comprehensive list of ways in which LB can monitor the backend services including, DNS, FTP, Gateway ICMP, HTTP, HTTPS, TCP half open, TCP, LDAP etc.	Mandatory	
	52	The proposed solution should be able to host multiple backend applications on single Virtual IP and should be capable to identify SNI value to make a forwarding decision.	Mandatory	
	53	The service should support all containerization solutions including Kubernetes or OpenShift either CLI/API.	Mandatory	
	54	Load balancer should support config automation using ansible modules without OEM workflow parser.	Mandatory	
	55	The proposed solution should also support terraform and should have publicly listed registry on registry.terraform.io	Mandatory	
	56	It should be possible to set Send and Receive buffers manually as well as system should be intelligent enough to tune the buffers automatically to give optimum performance of application access.	Mandatory	
	57	The proposed solution must have out of band programming feature for control plane along with data plane scripting for functional like content inspection and traffic management.	Mandatory	
	58	Solution should support mirroring of connection and persistence information to peer device to avoid service impact during failover	Mandatory	
	59	Proposed solution should provide SSL offloading and persistence mirroring during the HA failover for all connections which are offloaded on the device so that existing SSL connections are not lost during a failover event.	Mandatory	
<b>Device management and Administration</b>	60	The proposed appliance should support centralized Security policies enforcement, SSL Certificates management for workloads.	Mandatory	
	61	The solution must support automatic or manual updating of certificate bundles of CA installed on it to reduce administrative workload and simply SSL certificate management.	Mandatory	
	62	The solution must support Constrained Certificate delegation which will allow the device to generate SSL certificates on behalf of the application servers which then can be used to authenticate clients for which SSL certificate-based authentication has been enabled.	Mandatory	
	63	The solution should support monitoring of the Load Balancer via SNMP V1,V2,V3 and higher versions. (SNPM V3 support mandatory)	Mandatory	
	64	The solution should support SNMP pooling and traps.	Mandatory	
	65	The solution must have a web-based administration.	Mandatory	

	S N o	Specification	Requirement	Part of the core solution . (Y/N)
	66	The solution should provide a RESTful Application Programming Interface (API).	Mandatory	
	67	The solution should provide per application analytics, SLA breakdown (network, per server), SSL statistics (handshake & cypher breakdown, rejected handshake), SSL CPS.	Mandatory	
	68	Analytics Dashboard should provide L4 events and L7 dashboard including, Per transaction type events (delay, user agent, response, headers), SSL Events (type of handshake, cypher and TLS version).	Mandatory	
	69	Analytics tool should provide troubleshooting details with more detailed reports including detailed service performance issue (down to the transaction level)	Mandatory	
	70	The Analytic dashboard should provide historical data and analysis for at-least last 180 days.	Mandatory	
	71	Proposed solution should be manageable from a single management platform from the same OEM and should have provisioning to centrally manage up to 6 devices.	Mandatory	
	72	Device should be able to provide compliance reports.	Mandatory	
	73	Should provide HTTPS interface management for administering the device.	Mandatory	
	74	Should provide SSH interface management for administering the device.	Mandatory	
	75	Should provide troubleshooting and should provide traffic analysis tool like packet capture, session tables, TCP dump etc.	Mandatory	
	76	Should support SNMP V1, V2c, V3.	Mandatory	
	77	Should have a dashboard that should provide the following information along with historical view of • Throughput, • Connection, • CPU Usage, • Memory Usage	Mandatory	
	78	Graphs and details of the above data for at-least the last 180 days should be available.	Mandatory	
	79	Should have the capability to store and preserve logs as per Banks requirement.	Mandatory	
	80	Should provide to store multiple image and config version option on the appliance.	Mandatory	
	81	Should provide system, traffic logs as well as analysis on web GUI.	Mandatory	
	82	Should support role-based admin access with roles like no access, Guest, Operator, Application Editor, Resource Administrator and Administrator.	Mandatory	
	83	Should have option to change the SSL certificate used for management of the appliance.	Mandatory	
	84	Should have an OEM Online TAC 24x7 telephonic support and L3 resource support in India for onsite Support, with maximum 1 hour response time / 6-hour Call-to-Resolution	Mandatory	
	85	Solution must have alerting and reporting mechanism by E-mail (SMTP) as well as SMS.	Mandatory	
	86	Should support Syslog server over UDP	Mandatory	



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	S N o	Specification	Requirement	Part of the core solution . (Y/N)
	87	Should support integration with industry standard SIEM like RSA enVision, ArcSight and Splunk etc.	Mandatory	
	88	Should have a filter for logs to filter out specific fields for logging.	Mandatory	
	89	Must have feature to mask, omit and manipulate the data/fields being sent to log server over syslog.	Optional	
	90	Should have a log publisher that can publish logs simultaneously to multiple logging servers at the same time.	Mandatory	
	91	Support for triggering of a script to log any event in the L4-L7 stack.	Mandatory	
	92	Should support report scheduling.	Mandatory	
<b>Other</b>	93	24x7 comprehensive onsite support from Vendor/ OEM with maximum 1 hour response time/ 6-hour Call-to-Resolution during the entire duration of the engagement.	Mandatory	
	94	Bidder to provide all the components including network cables, power cables etc. that are required for the device to function properly. Any missing components to be supplied without any additional cost to the Bank	Mandatory	
	95	All required licenses and peripherals should be included from day 1.	Mandatory	
<b>Application Performance Monitoring</b>	96	The Device should support Application Performance Monitoring for advanced end to end reporting for every application transaction for all Virtual Service without any limitation with below details:  a. Session Anomaly b. Client-Side Latency, Server-Side Latency c. SSL Ciphers used d. End Device used to access the application e. End-to-End Latency for particular session	Mandatory	
	97	Analytics tool should provide troubleshooting details with more detailed reports including detailed service performance issue (down to the transaction level)	Mandatory	

**Name & Signature of authorized signatory.**

**Seal of Company**

Appendix-D

**BIDDER DETAILS**

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

**Name & Signature of authorized signatory**

**Seal of Company**

**Appendix-E**

**SCOPE OF WORK AND PAYMENT SCHEDULE**

*The below mentioned list is illustrative in nature and not exhaustive.*

Sl No	Particulars	Requirements/ Remarks
1.	Description of Services	<p>1. Supply, Installation, Commissioning and Maintenance of Load Balancer Devices along with operating system, all available licenses and other peripherals/ software/ hardware components.</p> <p>2. Maintenance and support for the entire contract period.</p> <p>3. Bidder should arrange for Install and Configuration of Proposed PR (Mumbai) and DR (Gachibowli, Hyderabad) Setup.</p> <p><b>i) Planning:</b> Bidder/OEM will review the configuration requirements and will prepare the build specification document for configuration of environments as per the product and industry standards.</p> <p><b>ii) Installation:</b></p> <ul style="list-style-type: none"> <li>a) Power on of the devices and associated cabling</li> <li>b) Onetime Patching, VAPT, SBI SCD Hardening</li> <li>c) Perform standard HA testing as per Build Specification</li> <li>d) Create a Standard Operational and configuration documentation</li> <li>e) Network Configuration</li> <li>f) Load balancer rules configuration</li> <li>g) Migration from existing solution to the proposed solution.</li> <li>h) Post migration support.</li> <li>i) Providing support Resolution to the queries raised in audit, security review and other compliance practices followed in Bank.</li> </ul> <p><b>iii) Bidder should provision post GO-LIVE on-demand support for the indicative SOW: (Note: List below is given as illustrative in nature and not exhaustive):</b></p> <ul style="list-style-type: none"> <li>a. Assist in RCA for Sev1 and Sev2 issues.</li> <li>b. Participation and support for DR Drills and other critical activities as and when requested by Bank.</li> <li>c. Quarterly review of the health and performance of the solution and providing report by the OEM.</li> <li>d. Implementation of the observations/ recommendations provided in quarterly review.</li> </ul>

		<p>e. Help in creating enterprise level dashboard for monitoring of the solution.</p> <p>f. Hardening of the device and implementation of all associated security controls decided by Bank.</p> <p>g. Patching, VAPT, SBI SCD Hardening</p> <p>h. Assist Bank team in implementation of any kind of new requirement which is associated with the solution.</p> <p>i. Upgrade/Patching of the device to the latest version or N-1 version as per discretion of the Bank.</p> <p>4. Bidder should arrange for 24x7x365 remote support from OEM. Which includes 30 mins resolution/workaround solution for Sev1 issues and 4-hour resolution/workaround for all standard issues with unlimited number of incidents during the entire contract period.</p> <p>5. Bidder to provision for onsite L3 support in case of any contingency situation reported by department post go live for the entire contract period.</p>
2.	Description of Deliverables	Installation, configuration and migration services Primary and DR along with consolidation and migration for all Environments.
3.	Third-Party Components	<p>For implementation of solution mentioned, the following needs to be provisioned.</p> <p>a) All peripherals like power cables, network cables to be provided by the solution provider and to be included in solution itself.</p> <p>b) The physical movement of servers, if necessary (existing as well as proposed solution) will be done by solution provider and will be part of solution itself.</p> <p>c) All necessary third-party software's along with enterprise class licenses for the entire AMC period to be provided by solution provider.</p>
4.	Term of the Project - Project Schedule; Milestones and delivery locations	<p><b>Delivery, Installation and Power ON:</b> Within 10 weeks from the date of Purchase Order.</p> <p><b>Configuration and Migration:</b> Within 2 weeks after Power-on once site readiness is declared by Bank.</p> <p><b>Delivery Locations:</b>  A) Navi Mumbai  B) Hyderabad  The datacenter address for delivery will be provided in PO</p>
5.	Annual Maintenance (AMC) Term	Post 1 year warranty, 4 years of comprehensive AMC from OEM. Critical spares & components are to be

		identified and adequate stock should be available locally for early replacement.
6.	Integration / Migration Requirements with existing systems	Yes. Bidder to provide Migration plan and perform migration from existing solution to the proposed solution.
8.	Performance Requirements	<ul style="list-style-type: none"> <li>• Bidder will be responsible for ensuring smooth operations during the entire life of the hardware and the solution must support performance parameters specified in SLA to support 99.99% availability.</li> <li>• In case of any deterioration in the performance of the system due to unknown reasons, it will be responsibility of the bidder to find out the faulty parts and set right within 6 hours.</li> <li>• Zero data loss must be ensured, due to any misbehavior of the hardware or software.</li> <li>• Periodic Preventive maintenance visit by service provider personnel must be ensured and report be submitted.</li> </ul>
9.	Scalability Requirements	The Solution shall allow the upscaling with additional hardware as and when necessary to upgrade the capacity with growing needs
10.	Regulatory / Compliance Requirements	<ul style="list-style-type: none"> <li>• The solution should be complied with all the global security standards and Security Guidelines provided by RBI, Govt. of India and Security Agencies like Cert-in.</li> <li>• The infrastructure setup should be deployed meeting all the security standards and data protection at all the layers of infrastructure.</li> </ul> <p>The bidder to ensure that the regulatory and compliance requirements which will be conveyed time to time which are to be complied with in due time.</p>
11.	Security Requirements	<p>The Bidder should comply with Bank's IS Security policy in areas relevant to the RFP. Some of the key areas mentioned below but not limited to,</p> <ul style="list-style-type: none"> <li>• Responsibilities for data and application privacy and confidentiality</li> <li>• Responsibilities on system and software access control and administration</li> <li>• Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.</li> <li>• Incident response and reporting procedures.</li> <li>• Password Policy of the Bank</li> </ul>

		<ul style="list-style-type: none"> <li>Data Encryption/ Protection requirement of the Bank</li> </ul> <p>The Bidder/ vendor must comply with State Bank's IS policy, Cyber Security Policy, IT Policy, Data Governance Policy and regulatory requirements.</p> <p>They shall be required to comply with all the recommendations and close all the vulnerabilities reported in the various Information security reviews, IS Audit, UAT etc. conducted by the Bank, regulators, Bank appointed third party at various stages during the implementation of solution and during the full contract period without any additional cost to the Bank.</p> <p>The information security review which will be conducted by Information Security Department (ISD) of the Bank will include activities such as Application Security Review, Source Code Review, Database review, Network and Application architecture Review, Digital Forensic Readiness Assessment (DFRA) review, SCD Review, process review (including version and patch management controls), Vulnerability Assessment (VA) and Penetrating Testing (PT) to ensure Confidentiality, Integrity, availability and Non-repudiation.</p> <p>It is the responsibility of the Bidder to change/ upgrade/ customize its infrastructure/ solution for ensuring the compliance to statutory, regulatory guidelines from RBI, IRDA, IBA etc. at no extra cost to the Bank</p>
12.	Limited Trial/ Pilot Requirements	NA
13.	Training	<p>Bidder should arrange for training of 1 batch of SBI officials from authorized training partners on the configuration, operation/ functionalities, maintenance, support &amp; administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.</p> <p>Bidder to provide all associated training documents at least 2 weeks prior to the commencement of training session.</p>
14.	Payment schedule	As mentioned in below table.



RFP FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF LOAD BALANCER DEVICES FOR LLMS APPLICATION WITH 1 YEAR WARRANTY AND 4 YEARS COMPREHENSIVE AMC



15.	Buyback	Bidder should propose buyback cost for the existing hardware appliance which will be handed over to bidder post migration as per <b>Appendix – S</b> .
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Sl No	Payment Terms	Milestone															
1	50% of the Hardware cost	Delivery and power on sign off.															
2	40% of Hardware cost + Installation/ Commissioning	a) Installation b) Configuration c) Integration d) Migration e) ISD review and closure of observations (if any) f) Production Go-Live; g) SLA Execution h) On submission of approved Inspection Report															
3	Balance 10 % of Hardware cost	On submission of the Bank Guarantee for the 1-year warranty period + 3 months.															
4	Comprehensive AMC and onsite support.	a) Will be paid in arrears on quarterly basis. b) Payments can be initiated only on submission of performance Bank Guarantee for the AMC period with an additional 3 months.															
5	Payment Schedule	<table border="1"> <thead> <tr> <th>Sl No</th> <th>Invoice</th> <th>Project Name</th> <th>Invoice No</th> <th>Amount (INR)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl No	Invoice	Project Name	Invoice No	Amount (INR)										
Sl No	Invoice	Project Name	Invoice No	Amount (INR)													

**INDICATIVE PRICE BID**

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

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

**Name of the Bidder:**

**LOCATION (X) PR- RABALE, NAVI MUMBAI**

Sr. No.	Item	Quantity	Rate per item	Amount in Rs.	Proportion to Total Cost of A (in %age) #
i	Cost of Hardware load balancer	2			
ii	<b>Cost of associated software licenses</b>				
1.	<b>Sub-Total (i+ii)</b>	2			
2.	Installation/ Commissioning				
3.	Comprehensive warranty for Products mentioned in items above for one year from the go live date.				
4.	Comprehensive annual maintenance for Products mentioned above for four years, after the end of comprehensive warranty.  (This cost should be in the range of 8% to 12 % p.a. of the Product cost.)				
<b>Sub-Total (1+2+3+4) = 'A'</b>					



**LOCATION (Y) DR-GACHIBOWLI, HYDERABAD**

Sr. No.	Item	Quantity	Rate per item	Total Quote (INR)	Proportion to Total Cost of B (in %age) #
i	Cost of Hardware load balancer	2			
ii	<b>Cost of associated software licenses</b>				
1	<b>Sub-Total (i+ii)</b>	2			
2.	Installation/ Commissioning				
3.	Comprehensive warranty for Products mentioned in items above for one year from the go live date.				
4.	Comprehensive annual maintenance for Products mentioned above for four years, after the end of comprehensive warranty.  (This cost should be in the range of 8% to 12 % p.a. of the Product cost.)				
<b>Sub-Total (1+2+3+4) = 'B'</b>					

**TRAINING AND CERTIFICATION**

Sr. No.	Item	Quote (INR)	Proportion to Total Cost 'C' (in %age) #
1.	Training and Certification (from OEM) for _____		
<b>Sub-Total 'C'</b>			

**BUYBACK**

Sr. No.	Item	Quote (INR)	Proportion to Total Cost 'D' (in %age) #
1.			
<b>Sub-Total 'D'</b>			



**Summary of Indicative Quote:**

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

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

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

**Breakup of Taxes and Duties**

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

Name & Signature of authorized signatory

Seal of Company

**Illustration**

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

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

Sr. No	Item	Amount
	Item1 (Product Cost)	X1
	Item2	X2
	Item3	X3
	Item4 (AMC)	X4 (4 years * (0.08-0.12) of X1)



**UNDERTAKING OF AUTHENTICITY**

To:  
IT-Corporate & SME Loans Department  
State Bank Global IT Centre  
5th floor, "B" Wing,  
Sector 11, CBD Belapur

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

**Ref: RFP No: SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150**  
**dated 04/06/2024**

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

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

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

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

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

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

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

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

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

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



**Appendix-H**

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:  
IT-Corporate & SME Loans Department  
State Bank Global IT Centre  
5th floor, "B" Wing,  
Sector 11, CBD Belapur

Dear Sir:

**Ref: RFP No. SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150 dated  
04/06/2024**

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

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

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

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

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

5. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a



country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.

Yours faithfully,

(Name of Manufacturer / Producer)

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

**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,  
IT-Corporate & SME Loans Department  
State Bank Global IT Centre  
5th floor, "B" Wing,  
Sector 11, CBD Belapur

Dear Sir,

**Ref.: RFP No.: SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150 dated  
04/06/2024**

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,  
IT-Corporate & SME Loans Department  
State Bank Global IT Centre  
5th floor, "B" Wing,  
Sector 11, CBD Belapur

Dear Sir,

**Ref.: SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150 dated 04/06/2024**

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

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

SI No	Product details	Name of place
1		
2		

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

**Signature of authorized official**

**Name:**

**Company seal:**

**BANK GUARANTEE FORMAT**

*(to be stamped as an agreement)*

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150 dated: 04/06/2024** including its corrigenda, if any.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its

commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.





- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e., up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_/-  
(Rs. \_\_\_\_\_ only)
- ii. This Bank Guarantee shall be valid 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-K**

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

Date:

M/s.-----

-----

**SUB: CERTIFICATE OF DELIVERY, INSTALLATION AND  
COMMISSIONING**

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

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

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

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

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

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

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

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

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

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

4. Service Provider has fulfilled his contractual obligations satisfactorily.  
or



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

- (a)
- (b)
- (c)

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

Appendix-L

OTHER TERMS AND PENALTIES

1. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and/ or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied Products in the conditions prevailing in India.
2. Delivery of all equipment should be within 10 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered within the stipulated period of 10 weeks from date of issue of Purchase Order, penalty will be charged as per 'Liquidated Damage' clause.
3. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary, **will be 12 months from date of installation and 15 months from date of delivery, whichever is earlier.**
4. On-site comprehensive warranty and AMC: The warranty and AMC would be on-site and comprehensive in nature and back-to-back support from the OEM. Vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a specified warranty period. Vendor will provide support for operating systems and other preinstalled software components during the warranty period of the hardware on which this software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
5. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - (a) Free maintenance services during the period of warranty and AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
  - (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/ replace worn out or defective parts of the equipment during working hours i.e., from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to

Saturday). In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises.

- (c) The maximum response time for a maintenance complaint from the site of installation (i.e., time required for Vendor's maintenance engineers to report to the installations after a request call/ fax/e-mail is made or letter is written) shall not exceed 1 hour.
- (d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 6 hours of being informed of the same. In any case the Equipment should be made workable and available not later than the next working day of the Bank.
- (e) Vendor shall ensure that the full configuration of the Equipment is available to the Bank in proper working condition viz. uptime of 99.99% of the time on a 24x7x365 basis.

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

where,

\*Total hours during the month = No. of working days x 24 hours

(f) For purpose of calculating penalty, uptime is calculated as under: Penalties for SLA uptime shall be as under:

S. No.	Uptime Range	Penalty@
1	> 99.99%	No penalty
2	> 99.95% and <= 99.99%	0.5% of cost of monthly AMC or indicative warranty as applicable
3.	<= 99.95%	Additional 0.5% cost of monthly AMC or indicative warranty as applicable for performance degradation of every 0.05%. Overall capping of 10% AMC or warranty as applicable

@This penalty would be applicable on per instance basis.

Other Penalties:

S. No	Type of deliverables	Penalty applicable for timeline breaches attributable to the vendor
1	Version Upgrade(n1) of Software and Application in Solution	Rs. 5,000/- per day after 90 days of release of patch/ version by OEM if system remains unpatched.

(g) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the Equipment or any part thereof, during Contract period, not more than four occasions in preceding 90 days, it shall be replaced by equivalent/ superior new Equipment or part thereof by Vendor immediately at free of cost during warranty and AMC period.

The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 hours of being informed of the same.

Sl. No.	Resolution Timeline	Penalty to be levied
1	> = 6 hrs. and < 12 hrs.	Rs. 0.25% of project cost
2	> = 12 hrs < 24 hrs	Rs. 0.5% of project cost
3	> 24 hrs	Additional 0.25% of project cost for every 6 hours delay beyond 24 hrs.



(h) RCA (Root Cause Analysis):

Sl. No.	RCA submission timelines	Penalty to be levied
1	< 48 hrs.	No Charges
2	> 48 hrs and 7 days	Rs. 25,000/- per day
3	> 7 days **	Rs. 30,000/- per day

\*\*The penalty of Rs. 30,000.00 per day will be applicable on delay beyond 7 days unless approved by Bank in advance for specific cases.

- (i) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repair of the Equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- (j) All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the Bank.
- (k) Qualified maintenance engineers totally familiar with the Equipment shall perform all repairs and maintenance service described herein.
- (l) The Bank shall maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and /of malfunction of the Equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- (m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
6. Any worn or defective parts withdrawn from the Equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary,

if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.

7. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the Equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
8. If Bank desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
9. The Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for Equipment similar to that covered by this RFP.
10. If, in any month, Vendor does not fulfill the provisions of clauses 4 (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract. In such event Vendor was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.
11. Future additions of Hardware/ Software:
  - (a) The Bank would have the right to:
    - i. Shift supplied systems to an alternative site of its choice, at no additional cost to the Bank, during the period of engagement.
    - ii. Disconnect/ connect/ substitute peripherals such as printers, etc. or devices or any equipment/ software acquired from another vendor.
    - iii. Expand the capacity/ enhance the features/ upgrade the hardware/ software supplied, either from Vendor, or third party, or developed in-house.

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

- (b) The warranty terms would not be considered as violated if any of 10(a) above takes place. Should there be a fault in the operations of the system, Vendor,

would not unreasonably assume that the causes lie with that components/  
software not acquired from them.

12. The maximum penalty will be capped to 10% of respective cost for warranty period and AMC period.

**Appendix-M**

**SLA TEMPLATE**

**(Is placed as Annexure-A)**

Appendix-N

**NON-DISCLOSURE AGREEMENT**

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

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

And

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

And Whereas

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

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

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

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

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

2. **Restrictions**

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



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

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

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

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



- ii. Change of personnel assigned to the job
  - iii. Termination of contract
- (e) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement

dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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



The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

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

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

Name		
Designation		
Place		
Signature		

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

Name		
Designation		
Place		
Signature		

**Appendix-O**

**PRE-BID QUERY FORMAT**  
**(To be provide strictly in Excel format)**

<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>

**FORMAT FOR SUBMISSION OF CLIENT REFERENCES**

**To whosoever it may concern**

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

**Name & Signature of authorized signatory**

**Seal of Company**



**Appendix-Q**

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

**NOT APPLICABLE**

**FORMAT FOR EMD BANK GUARANTEE**

To:

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**EMD BANK GUARANTEE FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HARDWARE LOAD BALANCER DEVICES FOR LLMS APPLICATION WITH 1 YEAR WARRANTY AND 4 YEARS COMPREHENSIVE AMC AS ARE SET OUT IN THE SBI RFP NO. RFP No. SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150 dated 04/06/2024**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and commissioning of \_\_\_\_\_(name of Product/ Service) as are set out in the Request for Proposal RFP No. SBI/GITC/IT-Corporate & SME Loans/2024/2025/1150 dated 04/06/2024.

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice



in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and not withstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

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



Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

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

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

**EXISTING EQUIPMENT DETAILS**

Sl No	Device Description	Device Location	Quantity
1	Radware Alteon 8420XL HLB	Rabale, Navi Mumbai	2
2	Radware Alteon 8420XL HLB	Gachibowli, Hyderabad	2