



REQUEST FOR PROPOSAL
FOR PROCUREMENT OF NEW DEDICATED
CO-LOCATION DATA CENTRE FACILITY
IN MUMBAI - NAVI MUMBAI

Ref: SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated : 24.05.2024

**Data Centres and Cloud Department
State Bank Global IT Centre,
2nd Floor, "C" Wing,
Sector 11, CBD Belapur
Navi Mumbai – 400 614**

1. 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)	Name: Shri P S Rao Designation: DGM(DC&C) Email ID: dgmit.cdc@sbi.co.in ; cc: devesh.gupta@sbi.co.in ; narender.goshika@sbi.co.in Contact Address: State Bank of India, Data Centres and Cloud Dept., SBGITC, 2nd Floor, "C" Wing, Sector 11, CBD Belapur- 400614, Navi Mumbai Contact Number: 022-27527738
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 24.05.2024 to 24.06.2024
3	Last date for requesting clarification	Upto 18:00hrs on 01.06.2024 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 03:00pm to 05:00pm on 07.06.2024 at CBD Belapur
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 14.06.2024
6	Last date and time for Bid submission	Upto 17:00 hrs on 24.06.2024
7	Address for submission of Bids	https://etender.sbi/SBI/
8	Date and Time of opening of Technical Bids	17:30 hrs on 24.06.2024 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 Bidders representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	Tender Fee	<p>Rs.25,000/- (Rupees Twenty Five Thousand only) Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance (Mode of Transaction- NEFT and RTGS only.)</p> <p>A/c No: 37608352111 IFSC: SBIN0011343 Account Name: System Suspense Branch Parking A/C (Mode of Transaction- Intra-bank transfer (SBI to SBI only))</p> <p>Tender fee will be non-refundable.</p>
12	Earnest Money Deposit	<p>Rs.2,00,00,000/- (Rupees Two Crore only) Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance (Mode of Transaction- NEFT and RTGS only.)</p> <p>A/c No: 37608352111 IFSC: SBIN0011343</p>

		<p>Account Name: System Suspense Branch Parking A/C (Mode of Transaction- Intra-bank transfer (SBI to SBI only))</p> <p>Or</p> <p>EMD should be in the form of a bank guarantee. EMD shall be valid upto 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.</p>	
13	Bank Guarantee	3% of the Project cost	Performance Security in form of BG should be valid for 10 (Ten)_year(s) and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	<p>e-Procurement Technologies Limited Address: A- 201/208, Wall Street – II, Nr. Gujarat College, Opp. Orient Club, Ellisbridge, Ahmedabad – 380006, Gujarat, India</p> <p>M: 9265562819 7859800621 6352631968 6352631766 6352632098</p>	

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2. 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 New dedicated Co-location Data Centre facility in Mumbai - Navi Mumbai
- ii. In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

3. 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.

4. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.
- ix. **Ready for Service OR RFS Date** - This is the date on which Bank will go operational at the facility. The Vendor needs to provide Bank with Space, Power, cooling and network for Day-1 Requirements. The Facility shall be thorough with IST and shall be dust free

- x. **Early Access date** - This is 30 days prior to RFS date. Bank will require access to physical dust free space.
- xi. **PUE** - Power usage efficiency calculated as per Industry practice
- xii. **True Floor** - The permanent bottom interior surface of a room, constructed of solid building materials
- xiii. **True Ceiling** - The permanent Top interior surface of a room, constructed of solid building materials
- xiv. **MEP** - Mechanical, Electrical and Plumbing infrastructure including all necessary items and their coordination to support Bank's requirement
- xv. **WLD** - Water Leakage Detection
- xvi. **MMR** - Meet Me Room where all Telcos terminate their network links in the Facility

5. SCOPE OF WORK:

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

This RFP is for selecting a service provider who can provide sufficient space & power in a purpose-Built Colocation Data Centre to host the IT infrastructure, office space and Storage space for the bank. The proposed facility should be a Tier IV / Rated 4 constructed facility certified Data Centre from Uptime Institute / TIA942 located in Mumbai – Navi Mumbai. In case the facility is under development, the certifications must be procured within 9 months from the Ready-for-service date as mentioned in this RFP. Ready for service or RFS date means availability of fully built core & shell of the building, availability of Power and cooling for Day-1 capacity, availability of required network service providers all other services necessary for Bank to initiate their operations.

6. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility, Bank's requirement and technical criteria as given in **Appendix-B, & Appendix-C** of this document. The Bidder must submit the documents substantiating eligibility criteria as mentioned in this RFP document.

- (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.
 - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-N** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

7. 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.

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person 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.

9. 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.

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

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

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
- (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

- (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

11. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **procurement of New dedicated Co-location Data Centre facility in Mumbai - Navi Mumbai** in response to the **RFP No. SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated 24.05.2024**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11 "DEADLINE FOR SUBMISSION OF BIDS" sub-clause (ii).
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) 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.
 - (h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11 "DEADLINE FOR SUBMISSION OF BIDS" sub-clause (ii).
 - (i) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under **Appendix-B**.
- ii. **Indicative Price Bid for procurement of New dedicated Co-location Data Centre**

facility in Mumbai - Navi Mumbai in response to the **RFP No. SBI/GITC/Data Centres & Cloud/2024/2025/1146** dated **24.05.2024** 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.

iii. Bidders may please note:

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

12. 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”. All the documents submitted online , (except commercial bid related documents) must be submitted to the Bank in physical and legible form by 16:00hrs a day after online bid submission date.
- 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 SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

13. 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.

14. PERIOD OF BID VALIDITY & VALIDITY OF PRICE QUOTED IN REVERSE AUCTION :

- 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.

15. 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.

16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.

- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

17. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the

online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.

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

19. 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.

1. AWARD CRITERIA AND AWARD OF CONTRACT:

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

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

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

ii. **Verification of local content**

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

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

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

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

- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. POWERS TO VARY OR OMIT WORK:

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

mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

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

21. WAIVER OF RIGHTS:

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

22. CONTRACT AMENDMENT:

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

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

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

24. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-H** is to be

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

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

25. SERVICES:

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Service Provider shall provide maintenance for entire Facility, Critical infrastructure, etc. over the entire period of Contract.
- iii. Service Provider shall support the Facility infrastructure or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.
- iv. During the contract period, Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.
- v. During the support period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the facility infrastructure or compliance to security requirements, etc.
- vi. Prompt support shall be made available as desired in this RFP during the contract period.

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

26. PENALTIES:

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

27. RIGHT TO VERIFICATION:

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

28. RIGHT TO AUDIT:

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

reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

- iv. Service provider shall grant unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

29. SUBCONTRACTING:

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

30. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 10 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31. LIMITATION OF LIABILITY:

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

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

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

32. CONFIDENTIALITY:

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

33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

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

34. SERVICE PROVIDER’S OBLIGATIONS:

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

in the Contract.

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

35. TECHNICAL DOCUMENTATION:

- i. Service Provider shall provide documents related to review records/ Maintenance schedules/ Critical infrastructure management logs/BMS reports/ Power consumption trend/ Access logs etc. Root Cause Analysis relating to traceability of service level failure as and when applicable.
- ii. Service Provider shall also provide the MIS reports, logs as per requirements of the Bank.

36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

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

- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

37. LIQUIDATED DAMAGES:

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

38. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through

management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

39. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being

liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

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

prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment/Banning

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

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

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

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

(b) Debarment from participation including removal from empanelled list

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

- Without prejudice to the rights of the Bank under Clause 39 " *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.

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

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

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of

Government of India for a period not exceeding three years commencing from the date of debarment.

40. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (i) 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;
 - (ii) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (iii) Violations of any terms and conditions stipulated in the RFP;
 - (iv) On happening of any termination event mentioned in the RFP/Agreement.

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

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any

other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

41. FORCE MAJEURE:

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

Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

42. TERMINATION FOR INSOLVENCY:

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

43. TERMINATION FOR CONVENIENCE:

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

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

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

Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

45. GOVERNING LANGUAGE:

The governing language shall be English.

46. APPLICABLE LAW:

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

47. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of 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 Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local

bodies/ authorities, which are not specified by the Bidder in **Appendix-F**

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

48. TAX DEDUCTION AT SOURCE:

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

49. TENDER FEE:

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

50. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ 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.

51. NOTICES:

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

Part-II

Appendix-A
BID FORM (TECHNICAL BID)

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

Date: _____

To:
< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated 24.05.2024

~~~~~

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 provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

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

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

- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.

- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we 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 Centre 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:

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                               | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder should be an Indian entity registered in India as per Companies Act 1956 / 2013 or LLPs registered in limited liability partnership act and must be in existence for the last 5 years on the date of issuance of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association have to be submitted along with the technical bid. |                            | 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 minimum annual turnover of Rs. 150 Crores from Data centre Co-location business for each of the last three (3) financial i.e. FY2020-21, FY2021-22 and FY2022-23.                                                                                          |  | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current 2023-24 year may be submitted.)                      |
| 4. | The Bidder should have a positive net-worth and shall be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of 03 (three) financial years mentioned in para 3 above.                                                                   |  | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                                  |
| 5. | The Bidder must be in Data Centre Co-location business for a minimum period of 5 yrs. in India or globally. (As on RFP date)                                                                                                                                                    |  | Copy of the order and Certificate of completion of the work. The Bidder should also furnish user acceptance report. OR Sign-off report from the customers highlighting dates         |
| 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 as per Eligibility and Bank's requirements.                                                                                                      |  | Bidder should specifically confirm on their letter head in this regard as and submit client reference as per <b>Appendix-M</b>                                                       |
| 8. | <p>Certification Requirements</p> <ul style="list-style-type: none"> <li>•ISO 27001</li> <li>•ISO 14001</li> <li>•ISO 20000</li> <li>• SOC Type 1 and Type 2</li> <li>• PCI-DSS</li> <li>• IS 1893: 1984 Seismic proof design</li> <li>• Tier IV/Rated 4 Certificate</li> </ul> |  | 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/Real estate/Infrastructure 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. | Bidder 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 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.                                                                                                                                                                                                                                                                                                                                            |
| 12  | The Bidder must be the sole owner/Lessee of the Land for the offered premises. In case of lease, the minimum remaining tenure of lease shall be 35 years from date of RFP submission                                                                                         |  | Sale deed/Lease deed for the premises as per <b>Appendix-W</b> and Self Declaration on Company's letter head                                                                                                                                                                                                                                                                                                       |
| 13  | The Bidder must be the owner of the proposed Data Centre Building provided to Bank. Buildings under lease agreements are not allowed to participate in the Bid.                                                                                                              |  | Sale deed/Lease deed for the premises as per <b>Appendix-W</b> and Self Declaration on Company's letter head                                                                                                                                                                                                                                                                                                       |
| 14  | The Bidder must submit an undertaking that the facility being offered is not under any litigation or                                                                                                                                                                         |  | Sale deed/Lease deed for the premises as per <b>Appendix-W</b> and Self Declaration on Company's letter head                                                                                                                                                                                                                                                                                                       |



|    |                                                                                                                                                                                    |  |                                           |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|
|    | dispute in any court of law or arbitration or NCLT                                                                                                                                 |  |                                           |
| 15 | The shortest road distance between Bank's Data Centre in Rabale (19°08'47.7"N 73°00'49.8"E) and the proposed facility shall be more than 3 kilometers and less than 20 kilometers. |  | Self Declaration on Company's letter head |

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

**Eligibility criteria mentioned at SI 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 SI 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 authorised signatory**

**Seal of Company**

**Appendix-C**

**Bank's Mandatory Requirements**

| Sr.No | Bank's Mandatory Requirement | Compliance (Yes/No) | Supporting Document |
|-------|------------------------------|---------------------|---------------------|
|       |                              |                     |                     |

**A. Bank's Requirements- General**

|   |                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                        |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p>Proposed facility shall comply with following key dates.</p> <ul style="list-style-type: none"> <li>a. SLA execution within 30 days of release of PO</li> <li>b. Early access to Bank on or before 1st March 2025</li> <li>c. Fully commissioned, Go-Live and powered on capacity for the Day-1 deployment as described in 'Requirement timelines' section of this RFP on or before 31st March 2025</li> </ul>      |  | <p>Self Declaration and Gantt chart as per <b>Appendix-W</b> to achieve these timelines from the Date of receiving Purchase order. / Please refer Set of documents to be submitted</p> |
| 2 | <p>Bidder shall be able to service following requirement:</p> <ul style="list-style-type: none"> <li>a. The proposed area shall be contiguous (either entire building or contiguous floor/s), dedicated for bank to deploy 1000 rack space with an average consumed density of 10kW per rack.</li> <li>b. Seating space of 50 seats within facility</li> <li>c. Storage area of 1000 Sq. Ft within facility</li> </ul> |  | <p>Signed and Stamped <b>Appendix-Q</b></p>                                                                                                                                            |
| 3 | <p>Bidder shall submit an undertaking that the facility OR the dedicated area for the bank must be certified for Rated 4 by TIA 942 OR Tier IV by Uptime Institute within 9 months of the RFS date.</p>                                                                                                                                                                                                                |  | <p>Signed and Stamped <b>Appendix-Q</b></p>                                                                                                                                            |
| 4 | <p>The Proposed Data Centre floor should have minimum 1500 kg/m<sup>2</sup> of load bearing capacity</p>                                                                                                                                                                                                                                                                                                               |  | <p>Certificate from Structural consultant/Architect</p>                                                                                                                                |

|    |                                                                                                                                                                                                                                                                                                                                                    |  |                                                  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------|
| 5  | The Proposed Data Centre floor should have minimum 5 meters of height from true floor to true ceiling and a minimum clear height of 3 meters from top of raised floor to the plane of lowest hanging item from the roof. Minimum height for Raised floor shall be 800 mm. In case of Cold Aisle containment, raised floor height is not mandatory. |  | Certificate from Structural consultant/Architect |
| 6  | The Proposed Data Centre facility shall not have the server hall area on the Ground floor of the premises                                                                                                                                                                                                                                          |  | Signed and Stamped <b>Appendix-Q</b>             |
| 7  | Bidder must offer a metered power model and shall provision IT power monitoring on Rack level                                                                                                                                                                                                                                                      |  | Signed and Stamped <b>Appendix-Q</b>             |
| 8  | Proposed facility must be a carrier-neutral (Network service providers) Data Centre facility with minimum 3 diverse fiber entry paths to the plot                                                                                                                                                                                                  |  | Signed and Stamped <b>Appendix-Q</b>             |
| 9  | Bank shall have the dedicated floor level MEP for it's racks which shall be clearly demarcated in the Layouts                                                                                                                                                                                                                                      |  | Signed and Stamped <b>Appendix-Q</b>             |
| 10 | Bidder must procure below certifications within 9 months of Ready for service date of the Bank <ul style="list-style-type: none"> <li>• ISO 27001</li> <li>• ISO 14001</li> <li>• ISO 20000</li> <li>• SOC Type 1 and Type 2</li> <li>• PCI-DSS</li> <li>• IS 1893: 1984</li> </ul>                                                                |  | Signed and Stamped <b>Appendix-Q</b>             |

**B. Bank's Requirements - Sustainability**

|    |                                                                                                                                                                                     |  |                                         |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|
| 11 | Mandatory Green building certificate as per IGBC or LEED guidelines. (Within 9 months of Ready for service date)                                                                    |  | Signed and Stamped<br><b>Appendix-Q</b> |
| 12 | Minimum commitment of 30% Green power allocation to bank on site by second year of Bank's Ready for service Date. Green Power tariff will be locked-in for the entire contract term |  | Signed and Stamped<br><b>Appendix-Q</b> |

**C. Bank's requirement – Operator Experience**

|    |                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                          |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | Bidder must have Minimum operational experience of total live IT capacity of 20 MW in a single facility in India or Globally<br>Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made |  | List of Facilities and Live IT loads along with BMS report proof for each site                                                                                                                                                           |
| 14 | Bidder must have minimum 5 Banks hosted within facilities in India or globally<br><br>Note: Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made                                           |  | Enlisted names of 5 Banking clients with following documents<br><br>1. Client references as per format in <b>Appendix-M</b> .<br><br>2. Purchase orders OR Client emails from referenced person mentioned in the client references table |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                                           |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>15</p> | <p>Bidder must have minimum one Live IT capacity operational with 200 racks of a single client in one facility/campus in India being serviced since past 2 years from the date of RFP<br/>                 Note: The capacity and racks have to be live for the past two years and not only contracted. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made. Name of the client with following documents<br/>                 1. Client references as per format in Annexures<br/>                 2. Purchase orders OR Client emails from referenced person mentioned in the client references table</p> |  | <p>Enlist names of minimum 1 customer with following documents<br/>                 1. Client references as per format in <b>Appendix-M</b>.<br/>                 2. Purchase orders OR Client emails from referenced person mentioned in the client references table</p> |
| <p>16</p> | <p>Availability of Subject matter experts : Minimum 1 MEP Subject matter expert to be working at the proposed facility with minimum 10 years of overall experience in India with either of the following certifications.<br/>                 a. Accredited Tier specialist (ATS) by Uptime Institute<br/>                 b. Certified Data Centre professional (CDCP) by EPI<br/>                 c. Accredited Tier Designer (ATD) by Uptime institute<br/>                 Note: Minimum 3 years of this experience shall be within Data Centre MEP Design OR management. Documentary/Certification proofs</p>                                      |  | <p>Following details to be shared<br/>                 1. Employee name and Employment proof from HR<br/>                 2. Experience letter with years, previous organization and field of expertise mentioned as per attached format in <b>Appendix-P</b></p>         |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                               |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>from clients are to be enclosed to substantiate the claims made</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                               |
| 17 | <p>Availability of Subject matter experts :Minimum 1 Data Centre operations and project management Subject matter expert with minimum 10 years of experience in India to be working at the proposed facility with either of the following certifications.</p> <p>a. Accredited Tier specialist (ATS) by Uptime Instituteb. Certified Data Centre professional (CDCP) by EPIc. Accredited Design specialist (ADS) by Uptime instituted. PMP certified Professional by PMINote: Minimum 3 years of this experience shall be within Data Centre MEP Design OR management. Documentary/Certification proofsfrom clients are to be enclosed tosubstantiate the claims made</p> |  | <p>Following details to be shared1. Employee name and Employment proof from HR</p> <p>2. Experience letter with years, previous organization and field of expertise mentioned as per attached format in <b>Appendix-P</b></p> |
| 18 | <p>Minimum Requirement of Technical personnel at the site 24x7 throughout the day:</p> <p>a. Site Managers : Minimum 5 years of experience</p> <p>b. BMS &amp; NOC Room Supervisors : Minimum 5 years of Experience</p> <p>c. Physical Security In-charge : Minimum 5 years of Experience</p> <p>Note: Minimum 2 years of this experience shall be within Data Centre MEP Design OR</p>                                                                                                                                                                                                                                                                                   |  | <p>Following details to be shared1. Employee name and Employment proof from HR. Experience letter with years, previous organization and field of expertise mentioned as per attached format in <b>Appendix-P</b></p>          |

|  |                                                                                                                                         |  |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <p>management.<br/>Documentary/Certification<br/>proofs<br/>from clients are to be enclosed<br/>to<br/>substantiate the claims made</p> |  |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------|--|--|

**Note: 100% compliance required for all of the above requirements to qualify for further evaluation**

**Name & Signature of authorised signatory**

**Seal of Company**

### Appendix-D

#### Bidder Details

##### Details of the Bidder

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

**Name & Signature of authorised signatory**

**Seal of Company**

### Appendix-E



### Scope of Work and Payment Schedule

#### General

- i. State Bank of India's primary site is situated in Rabale, Mumbai. The Proposed Data Centre facility for SBI through this RFP is to host their Data Centre and should be located in Navi Mumbai or Mumbai City. The land zoning shall be qualified for Industrial/Data Centre use with necessary Noise pollution controls in place.
- ii. The Proposed Colocation Data Centre site should comply with the technical requirements specified in technical section in the RFP. Bidder is not allowed to propose for multiple options.
- iii. The tenure of this contract will be for a period of Ten (10) years with a lock-in period of 5 years as per terms and conditions laid out in this RFP.
- iv. The proposed Data Centre's site and Design should be, Carrier neutral & ISO certified. The Data Centre facility should be constructed with high-strength reinforced concrete to withstand earthquakes ( $\geq$  seismic zone 3), rain, drought, wind /cyclone/storm/typhoon, flood and such natural calamities.
- v. Data Centre facility should be a custom-built space & not a retrofit structure and shall be used for Data Centre purposes only.
- vi. Bank requires 'Dedicated area' solely for the use of Bank. The dedicated area can be either an entire dedicated building or spread across contiguous dedicated floors in a single building.
- vii. Bank will need the Core and shell handover for the entire requirement on Day-1 with a detailed Schedule of MEP Fit outs to be completed as to support Bank's requirement captured under the heading 'Deployment Timeline' of General requirement section. No construction works shall be allowed within the once Bank's contract is initiated. Exceptions would be given to civil work required for modifying internal areas of existing floors which are not operational as Data centre space.
- viii. The Data Centre structure shall be capable of withstanding external disturbances such as earthquakes, flooding, water seepage, etc. External walls shall be constructed of brick or reinforced concrete of sufficient thickness to resist forcible attacks. Ground-level windows shall be fortified with sturdy mild steel grills or

impact-resistant laminated security glass. All internal walls shall be from the floor to the ceiling and tamper-proof.

- ix. The building shall be located away from interference-generating equipment so that Radio Frequency Interference (RFI) & Electromagnetic Interference (EMI) is avoided/ minimized. The facility shall also be adequately shielded from all sorts of RF and EMI radiations. The building shall be provided with Lightning protection as per the relevant approved code of practice.
- x. All equipment in the proposed Data Centre facility shall be covered with valid warranty/ AMC with the respective OEMs or Service providers until the contract period OR until the replacement/upgradation by the Bidder. Bidder is completely responsible to maintain the warranty/ AMCs and shall provide any such information and reports to Bank on need basis.
- xi. Critical Services like power, UPS, DG set etc. should be managed by own dedicated staff of the Bidder and maintenance services can be outsourced to third party/OEM.
- xii. The Bidder is required to make provision for dedicated power meter / dedicated measuring equipment / dedicated PDU to measure power consumption by the Bank. Payments will be made by the bank only on the basis of consumed power.
- xiii. Validity of the Proposal submitted by the Bidder will be 6 months from the date of submission. This includes layouts proposed to the Bank. Bidder agrees to not offer the proposed space and power to any other potential customer during this period.
- xiv. Bidder shall undertake Environmental audit, Power Quality Audit, Energy Audit once a year and reports shall be made available to the Bank.
- xv. Bidder complies to sharing of all reports, documents etc. as and when required by the Bank.
- xvi. Bidder to conduct Police Verification for all the Physical Security staff and share the reports to Bank as and when required. Deployment of the Physical Security staff shall be after clearance from Police Verification and necessary Background Verification only.
- xvii. Bidder hereby agrees that any penalty charges levied by any government authorities to be borne solely by the bidder.
- xviii. The building/ property shall be insured on a comprehensive basis against all kinds of disasters.

- xix. Air Quality in Co-hosting site should be of severity level G1 (mild) as per ISA-71.04. Air Quality Report along with an undertaking on a Bidder's letterhead, clearly mentioning that Air Quality in Data Centre Co-hosting site has severity level G1 (mild) as per ISA-71.04
- xx. Mock drills to be arranged by the Bidder as & when required / desired by the Bank at regular intervals as per Industry Standard practice. This includes functionality testing of the Fire alarm System. Bidder to conduct the mock drill testing of the detectors without releasing the Fire suppression Gas.
- xxi. Thermography test for all electrical equipment in all applicable areas like server area, Electrical panel room, UPS room, battery room, DG room etc. to be executed at least once in a year and reports to be made available to the Bank on need basis.
- xxii. Certificates and reports specified below should be available readily and submitted to the Bank as and when the same is obtained/renewed. These certificates and reports should also be shown and submitted periodically or as and when requested by Bank:
  - a. MIDC Allotment letter/Land Transfer deed/Land ownership deed/Other Ownership documents.
  - b. Occupancy certificate and building completion certificate (If Facility under construction, Construction commencement certificate and sanctioned plan to be submitted)
  - c. Environmental clearance certificate
  - d. Pollution Control Board Certificate for DG sets. (at least once every year)
  - e. Power Sanction certificate from MSEDCL/MSETCL/Tata Power/Adani Power
  - f. Power Tariff bills for the entire facility
  - g. Detailed report on all minor and major issues on critical infrastructure in past 365 days
  - h. Any notices related to the Real estate, infrastructure or its operations received from municipal authorities or governing bodies.
  - i. Capacity Management assessment report
  - j. Copy of License from Explosive Department to store the diesel.

- k. Lift Licenses (As applicable)
  - l. Consent to Operate
  - m. Hazardous Waste Authorization
  - n. E-Waste Authorization
  - o. Access log for Seating Area, Server Hall and Cage Area hosting Bank's equipment and servers shall be preferably shared on monthly basis or as and when required by Bank.
  - p. All Preventive maintenance report of infra gadgets like UPS and it's batteries, BMS Systems, WLD, Rodent Repellent, Temperature sensors, PAC unit's/Comfort AC, Fire extinguisher, Fire Suppression System report, Fire Drill report, Fire Hydrant Report, Rodent Repellent, Temperature Sensors, Smoke Detector Report, Air Quality testing for Server Farm and Communication Farm and all other health reports as per Bank's requirement.
  - q. Equipment Health Check, HVAC environment details like Temperature, Humidity & Uptime reports as per Bank's requirement.
  - r. Calibration certificates of all meters & measuring instruments
- xxiii. All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Civil structure development, Project Management, MEP procurement, Deployment methodologies etc. The bidder should submit as part of technical Bid an overview of Project Management approach as per annexures to substantiate the timely delivery of the proposed solution. Bidder should ensure that Bidder's key personnel with relevant skill are always available to the Bank. Bidder should ensure the correctness of methodologies for delivering the services and its adherence to quality standard.
- xxiv. In case Bidder's proposed location is a brand new site or an extension of existing facility and Rated 4 or Tier IV constructed facility certificate from TIA942/ Uptime Institute is not yet available, bidder need to ensure that the said certification is acquired from TIA942 / Uptime institute within 9 months from the Ready for service (RFS) Date of premises to the bank. In case of failure to fulfil the constructed facility certification criteria (Minimum TIA942 Rated 4 OR Uptime Tier IV) within stipulated timelines of 9 months, Bank will have the right to

terminate the contract and invoke the Performance Bank Guarantee(s) submitted by the selected bidder. Over and above the invocation of Performance Bank Guarantee(s), 10% of the total cost of the project will be levied as liquidated damages. Total cost of project will be calculated as the Colocation rent for the contract tenure. In addition to the above, selected bidder must bear the end-to-end migration cost of Bank's infrastructure deployed at bidder's co-location site to Bank's selected newly proposed site due to failure of selected bidder. Beyond the 9-month period, the Bank will release no payment until submission of required certificate to the Bank.

- xxv. In case Bidder's proposed location is new site or extension of existing facility and ISO27001, ISO ISMS: BCMS 22301, ISO 14001 etc. are not yet available, bidder need to ensure that all the 3 certifications are acquired within 9 months of RFS date. In case of failure to fulfil the ISO certification criteria within stipulated timeline of 9 months from Ready for Service (RFS) date, Bank will have the right to terminate the contract and invoke the Performance Bank Guarantee(s) submitted by the selected bidder. Over and above the invocation of Performance Bank Guarantee(s), 10% of the total cost of the project will be levied as liquidated damages. Total cost of project will be calculated as the Colocation rent for the project tenure. In addition to the above, selected bidder has to bear the end-to-end migration cost of Bank's infrastructure deployed at bidder's co-location site to Bank's selected newly proposed site due to failure of selected bidder. The Bank will release no payment until submission of required certificate to the Bank. Bidder has to submit self-declaration duly accepting the terms and conditions mentioned in this regard.
- xxvi. Bidder must comply to all statutory and regulatory compliances that are applicable to the bank
- xxvii. Bidder must ensure the quality of the MEP infrastructure deployed for the bank is consistent throughout the entire set up and is confirming to the latest Industry norms while ensuring seamless service delivery to the Bank

**Power**

- i. The raw power on site should be available from two different power sub stations. Each Source/leg should have raw power (from different power substations) as primary source and DG as Secondary Source. There should be

redundancy at each level for all equipment/s & electrical devices starting from transformers, DG Sets till PDU installed at Rack level. The UPS & DG sets must be configured in redundant mode in each leg. The redundant electrical distribution system capacity components & Distribution paths should all be fault tolerant and must be compartmentalized. In case of any discrepancy in above design, final evaluation will be based on overall design for the power line system in compliance with TIA942 Rated 4 OR Uptime Tier IV standards.

- ii. The entire facility shall be automatic with supply from the transformer as the primary power source and automatic switchover to DG set as a secondary source. The DG set should be able to function continuously in uninterrupted mode in supporting the Bank's infrastructure under any circumstances. Only Continuous rating DG sets shall be considered. No Standby rating DG sets shall be considered for secondary source of power. Compartmentalization & autonomous response to any failure of DG set shall be considered while designing. Overall design for the Transformers and DG set system shall comply with TIA942 Rated 4 OR Uptime Tier IV standards.
- iii. UPS output must have an isolation Transformer. Two separate power paths from the UPS are to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode (N + N) with compartmentalization between redundant units. Overall design for the UPS system and Battery Banks shall comply with TIA942 Rated 4 OR Uptime Tier IV standards.
- iv. UPS Room and Battery room shall be separate with installation of Hydrogen sensors in the battery room.
- v. TVSS shall be installed at the UPS input & output, reports to be shared to the Bank as and when required.
- vi. Signal reference grid SRG to be installed. Equipotential earthing to be installed, reports to be shared to the Bank as and when required.
- vii. Generators should be capable of providing power for 48 hours continuously if fuel tanks are refilled. There should be sufficient power backups in places for running the Building Monitoring System in the event of power outage. The

- entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
- viii. Fuel system including intermediate tanks, day tanks, pumps etc. shall be having Tier IV compliant redundancy with autonomous response to any failure of component and compartmentalization between redundant systems.
  - ix. DG Set power charges shall not be charged to the Bank
  - x. All electrical panels should be complied with IER 1956 standards.
  - xi. Bidder must ensure availability of Multiple risers and feeders from separate distribution boards ensuring redundancy of complete electrical distribution path till IT racks (At least N+N system). Critical Mechanical equipment (AC Units) supply should also be having redundancy of distribution path. Tier-IV requires dedicated independent electrical distribution including redundant DG Sets, redundant Main LT Panels, Redundant paths (cables / distribution Panels / PDUs etc. till IT loads.
  - xii. Bidder must perform short-circuit coordination study to achieve discrimination or selective tripping.
  - xiii. Bidder must provide a permanent 100% (N) resistive load bank for testing of generators and UPS systems. Alternatively provide a spare circuit breaker for the generators and UPS systems allowing for temporary load bank to be connected for testing.
  - xiv. Bidder must ensure DG set redundancy to be at least N+N with compartmentalization between redundant units or as per Tier 4/Rated 4 standards
  - xv. Bidder must have minimum requirement of bulk fuel storage for 48 hours equivalent fuel with refuelling contract in place
  - xvi. Bidder must ensure concurrently maintainable N+N with Compartmentalization 12-hour fuel supply system to N - Engine generators (while in operation) with autonomous control response to component or path failure.
  - xvii. Generator transfer switches/control switchgear shall be fault tolerant as per Tier4/Rated 4 standards
  - xviii. Bidder must ensure have a refueling contract with a lead time of not more than 12 hours with local providers

- xix. Bidder must provide a fully redundant N+N with compartmentalization at the UPS system level with compliance to Tier4/Rated 4 standards.
- xx. Bidder must ensure that all PDUs to be dual feed by maintaining at least N+N redundancy throughout the distribution along with compartmentalization between redundant systems.
- xxi. Bidder must ensure that Power distribution units shall be fault tolerant as per Tier4/Rated 4 standards to UPS output distribution switchboard.
- xxii. Bidder must ensure that dedicated, isolated batteries for each UPS module (or power module as in the case of scalable modular systems). Must be able to isolate battery string from module. Plug-in modular battery units do not require an external disconnecting device.
- xxiii. All batteries are required to have manufacturer-installed battery monitoring system.
- xxiv. UPS batteries shall be separated from the UPS in different compartments as per Tier 4/Rated 4 standards
- xxv. The facility shall not have any Emergency Power Off (EPO)

#### **Server Hall area**

- i. Bank envisages requirement of a dedicated clear space for 1000 racks as detailed in the Deployment timelines section to host Bank's critical IT infrastructure. Bank envisages a consumption of 10 kW per rack that takes up the total capacity requirement to 10 MW of critical IT load. The bidder should be able to provide the space and power within the same facility in a contiguous manner.
- ii. Remaining space (if any) within contiguous area on any of the floors offered to the bank shall be handed over to the bank as open area without any additional cost. No other customer shall be allowed on any of the floors dedicated to the bank.
- iii. Upon Bank's request and reasonable notice period, Bidder shall be able to comply and provision for new age cooling technology within Bank's premises including but not limited to Direct contact liquid cooling, Liquid immersion cooling etc. which can support consumed power of 30 kW per rack. Commercials for these deployments can be discussed separately on need basis.
- iv. Single phase and three phase power from two different sources should be made available in the Bank's server area. Distribution of the power sockets with their



- types will be made available to the successful Bidder; the Bank will provide requirement as and when new Rack installation is planned.
- v. Bidder in their technical bid shall provide the proposed floor area layout/s clearly showing the placement of the racks in the server area along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent etc.
  - vi. The flooring in server hall should be fire resistant.
  - vii. Bidder shall provide Data Hall lighting of 40 fc (400 lux) average, at 30" (0.75m) working plane between racks. Bidder shall also provide independent, 15-minute duration, battery-pack or UPS operated light sources at locations which are critical to power recovery operations in the event of multiple electrical failures while utilizing automatic controls to turn off lights when space is not occupied.
  - viii. In the Bank's server area, Bidder to provision minimum, 2 tiles (1200mm) for the cold aisle, 2 tiles (1200mm) for the hot aisle and 2 tile (1200 mm) periphery. The layout of the proposed space is to be provided.
  - ix. For all the Cages required by the Bank within the premises, the Bidder shall provide a slab-to-slab modular dedicated meshed Steel/MS cage. The largest gap in the mesh shall not be more than 20 mm. The cage area should secure the allocated space to the Bank. Any cage alteration at later stage when exercising reservation space shall be carried out by the Bidder at no additional cost.
  - x. The entrance to Bank's server area should be accessible using triple authentication with a proximity card, biometric & Pin based access control system and exit with a proximity card reader. The server cage should have a separate entry & fire exit with a push bar mechanism and/or emergency push button. Separate Surveillance cameras are to be provided at the floor entrance & exit.
  - xi. The offered space should not be on the Ground floor or the top floor of the facility.
  - xii. The DG set stack should not be starting on the ground floor of the facility.
  - xiii. Server room / Hall should have precision HVAC air conditioning, humidity/temperature control, and all such features and resiliency of a minimum Rated 4 OR Tier IV Data Centre, autonomous response to any failure & compartmentalization between redundant units or as per the required standards by TIA 942 or Uptime during evaluation.

- xiv. Server room to have Water leakage detection, Rodent Repellent & Fire Suppression systems as per minimum Rated 4 OR Tier IV Standards
- xv. For the reservation space, Bidder to enable efficient power provisioning. Basis the requirement timelines section or in case Bank decides to contract a reserved capacity, Bidder must deliver the powered-on floor within 3 months of such request.
- xvi. Bidder to provision dedicated PDUs with isolation transformer k4/k13 to feed the hosted racks of the Bank.
- xvii. All the racks shall have dual earthing and the cage shall be earthed at multiple points.
- xviii. Each rack should be provided with a power input from two independent UPS sources(A+B) through independent power socket panels.
- xix. All Electrical Panels should be complied with IER 1956 standards.
- xx. All critical infrastructure like UPS, Batteries, PAC, WLD, CCTV, BMS equipment should be replaced before End of life as per manufacturers recommendation.
- xxi. As a part of standard offering, Bidder shall provide one pair of 3 phase 32 amps industry standard sockets & plug top (if required) per rack in the Bank's server area as per Bank's requirement. However, Basis bank's future requirements, Bidder shall be able to provision for single phase 63 amps, 3-phase 63 amps, single phase 32 amps or 3 phase 32 amps. Commercial shall be as per the Indicative pricing bid.
- xxii. Power of minimum 10 kW per should be provided in each rack . Additional power if required to be made available.
- xxiii. The power points/sockets required will be proportionate to hardware mounted in the specified racks. Distribution of Power Sockets with their type will be made available to the successful Bidder by the Bank during the implementation phase.
- xxiv. If the Bank requires additional power sockets in any of the racks at later stage, the same shall be provided by the Bidder without any additional charges to the Bank. Bidder to consider 20% of the total racks to have additional industrial power socket requirement in the future and Bidder shall provision the same as required by the Bank.
- xxv. Sufficient short circuit protection should be present in electrical panels so that any short circuit in other customer Racks don't impact both Bank's equipment and critical DC Infra, like UPS, PAC etc., supporting Bank's equipment.

- xxvi. Deep cleaning of Server Area should be done every 6 months. Cleaning and sanitization should be done in Data Centre and Seating Space area at regular intervals as mutually agreed.
- xxvii. Cleaning of Data Centre area to be carried out at an interval of every 15 days and as and when required by the Bank.
- xxviii. Bidder to provide 2 Monitor trolleys within the Bank's area.

### **Network**

- i. Bank presently has links deployed from BSNL/MTNL, Bharti, TCL, Sify, Reliance, Jio, Vodafone Idea, etc. to connect its Data Centre to the Bank's various locations. The bidder must assure that the termination of all service providers links as required by the bank must be made feasible at the proposed site on the Ready for Service (RFS) date and during the contract period.
- ii. The bidder shall make sure that the multiplexers / Junction boxes of above-mentioned link service providers are available at the proposed site on the Ready for Service (RFS) date without any cost to the bank.
- iii. The bidder shall allow the termination of the links subscribed by Bank from any Link service provider (LSP) during the contract period. If Telecom junction box / multiplexers of these link service providers are not available, then the bidder shall allow the installation of LSP MUX in the Telecom room required for commissioning of the link without any cost to bank.
- iv. Bank intends to host its communication racks (Network Racks) within the Cage Area where its major Network/ Telecom Service providers terminate their links directly onto these racks. Bidder to confirm compliance to get the Network/Telecom Service providers' connectivity delivered directly into the Bank's server area with no additional cost to the Bank during the entire contract period.
- v. The bidder should provide time bound escalation matrix for commissioning of the said link as well as regular support and maintenance.
- vi. The selected bidder will be fully responsible for timely commissioning of the cross-connects and maintaining its health(uptime, latency & packet loss etc.)
- vii. Bidder to extend connectivity from other Network/ Telecom service providers' racks hosted in the Meet Me Rooms via cross-connects (Copper CAT 6A and Fiber

- OM4). Any such Cross Connect extension from Meet Me Room to Bank's server area will be carried out by the Bidder at no additional cost during the entire contract period.
- viii. Bidder to provision 1 pair of OM4 (24 core each) Multimode/Single-mode Fiber Cable via alternate paths through available ducts to establish connectivity between the seating area and Network Switch Room to the proposed DC area with no additional cost to the Bank.
- ix. The Bidder will be responsible for LAN cabling at seating area in the proposed facility. The Bidder should provide for 50 extra redundant network points apart from the 50 that will be provided for the seating space asked for; 100 in total. The facility should be Carrier neutral /Network neutral and have diverse Telco rooms/MMRs to host various Network/ Telecom service providers and should be available on the Bank's proposed Data Centre floor of the facility building.
- x. The Bidder should allow the termination of the links provided by the Bank's appointed Network/Telecom service providers with no additional cost to the Bank.
- xi. Bidder to provision dedicated 4 No's x 150mm GI Conduit (Round Pipe) on diverse paths (2 Paths) from the proposed DC area to the Network/ Telecom chamber at the entrance of the data Centre facility via Meet Me Room present on the same floor of the Bank's DC area.
- xii. Power, Air conditioning, Fire Suppression, WLD, Rodent Repellent, Access Control systems to be enabled at all Meet Me Rooms/ Telecom Rooms as per minimum Rated 4 or TIER IV standards.
- xiii. Bank shall be permitted to run circuits / cross connects all the way to their Racks and equipment in their suite at no additional cost
- xiv. Bank requires minimum 2 x diverse private trunking dedicated to the bank use only from Meet Me room to Bank's IT space on the floor
- xv. Bank requires Dedicated Meet me rooms on all Floor/s allocated to the bank which will not be shared by any other tenant
- xvi. Bank requires availability of all Carriers operating in India to be inside your facility. In case a certain carrier is not available, Bidder must ensure cooperation and availability of such service providers within an agreed period with the bank.

### **Security**

- i. Entry and exit at the proposed facility should be restricted and monitored. Security for the building should be made available 24 x 7 x 365 days at the entry / exit levels. Bidder should ensure minimum 4 layers of security till server room area.
- ii. Security for the building should be made available 24 X 7 at the entry/exit levels and should have adequate access control mechanisms in place. Preferably Bidder to have Armed Guards at the facility entrance 24x7, baggage scanner, Metal detector, boom barrier, etc. to avoid any unauthorized access and to prevent piggybacking.
- iii. Access to Bank's floor through elevators shall be restricted only to Bank's authorized personnel
- iv. There should be a minimum of 2 levels of Physical Security such as one at the Gate, and one at the Server Hall.
- v. The doors for the server room, communications room, and other critical areas should be of minimum 2 hours fire rated.
- vi. Bidder shall provision for Mantrap at all the entry/exit points of the Banks' premises to avoid restrict access to one person at a time inside the Data Centre Hall.
- vii. The Data Centre building should have impact resistant fence wall with intrusion detection & road blocking device.
- viii. There shall be an alarm to warn when the access door to the cage area is open beyond set period.
- ix. Bidder shall carry out regular emergency drills such as safe shut-down, fire drills, evacuation drills, medical emergency drills etc. and involve Bank staff in the same.
- x. Bidder must ensure availability of Female security guards for frisking of Female Bank personnel. These guards shall be available 24x7 for 365 days

### **BMS**

- i. Monthly reports to be submitted by Bidder which includes (Indicative but not Exhaustive) Health Reports, Power Utilization, Access Control logs, Fire Drill (If conducted in that month), Data Centre Uptime, Incident Reports etc. Reporting structure and any additional reports required will be communicated by the Bank to the successful Bidder.
- ii. The Bidder shall provide permanent Access Cards to the Bank's designated Personnel/ Staff at no additional cost.

- iii. Bidder to enable dedicated CCTV setup at Bank's server area, seating space and storage area.
- iv. Bidder shall regularly monitor the access to the Bank's Server room/cage by means of the access control system, physical security, Biometric access, and CCTV and should always make sure that they are functional 24X7.
- v. Bidder should provide feeds of CCTV cameras installed in Bank's server area and seating room to Banks designated site over Network.
- vi. Bidder shall deploy Electrical Power Monitoring Systems (EPMS) for all Electrical and Mechanical Loads
- vii. Bidder shall deploy Critical Alarms/ Alerts like Temperature, Humidity, UPS, Electricals, VESDA, WLD, etc. All notification and alerts shall be shared with the Bank through SMS and Email
- viii. Bidder shall provide separate CCTV surveillance system with dedicated NVR to cover the entire seating space & Storage area with no blind spots.
- ix. Bidder to have CCTV and BMS logs backup of at least 90 days, Incident related logs have to be maintain during contract period. Warranty/ AMC of this surveillance system in the Seating space shall be taken care by the Bidder for the entire tenure of the contract.
- x. Bidder to have redundant BMS servers to mitigate the risk of data loss if any.
- xi. If required by the Bank the Bidder should be able to provide details of people accessing the Bank's Server room/cage by sharing the entries made in the security register, reports from the access control system, CCTV video clips, etc. On regular basis, month-wise details are to be submitted by Bidder to Bank by the first week of next month. Access log and CCTV Camera recordings for the Bank cage area shall be handed over to the Bank on monthly basis.
- xii. The Bidder shall make sure that the required power, air conditioning, humidity control, temperature control, HVAC, VESDA, HSSD, Digital rodent repellent system, security system, and other facilities provided to the Bank is always available (On a 24X7 basis) in all areas (Cage, Seating Space, Storage Room, Telecom Room, UPS & battery Rooms, Electrical Rooms).
- xiii. The temperature in the server hall should be maintained at 22 +/- 2 degree Celsius and shall be measured above the raised floor surface in the middle of the Rack. The

humidity at the Data Centre should be maintained at 50 % +/- 10% RH and shall be measured above the raised floor surface on front of the rack.

- xiv. Bidder to provision Temperature and Humidity sensors in each aisle on the Server Hall.
- xv. Calibration of the Temperature and Humidity sensors will be conducted at least once in a year by the Bidder and such reports will be submitted to the Bank as and when needed during the tenure of the Contract.
- xvi. The Bidder shall provide cross-zoned, multi-sensor Fire detection, which is below, overhead and within rack spaces & quality gas-based suppression system like NOVEC 1230/Inergen based or better, exclusively for the server room area and other areas provided to Bank. Fire detection and suppression can be common for the building however the areas allocated to the Bank should be well within the coverage of fire detection and suppression. The facility should also conform to National Fire Protection Association (NFPA) 2018 standards or higher.
- xvii. The Building & Server room area should be provided with a Water Leak detection system and fire alarm system and a rodent repellent system. The facility areas proposed for the Bank should be well within the coverage of the water leak detection system.
- xviii. There should be CCTV monitoring for surveillance covering all racks row wise, building entrances, exits and other critical areas where Bank's components are placed. Activities are to be recorded and the archival should be kept for at least 90 days tenure during the contract. Bidder to provide the logs to Bank via External Hard disk/ any media as and when required by the bank.
- xix. In case of any observation by the Bank's engaged auditor (Information Security, ISO, Regulators, etc.) during the period of the contract on the positioning of CCTV cameras Bidder must provide additional CCTV cameras at no extra cost to the Bank.
- xx. The Data Centre should have electronic rodent & other pest control systems with operating ability on varied frequency ranges and sticky pads placed at vantage spots. The facility areas - Server room area/server caged area, communication room should be well within the coverage of the rodent & another pest-repellent system.

- xxi. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The Bidder should manage the BMS activities on a 24\*7 basis.
- xxii. Bidder should monitor power usage on a per-rack basis to ensure that it does not reach high levels.
- xxiii. The Bidder should have well-laid-down processes and procedures for the generation of gate pass/ entry/ exit pass for man, materials movement, transportation, housekeeping, and other regular Data Centre related activities.
- xxiv. Fire suppressant system/delivery should be separate floor wise. Detection of fire in one floor shouldn't trigger gas in all the floors of the building, unless the same is required. All the floors shouldn't have common suppressant gas cylinders.

#### **Access and Communication protocols**

- i. Bidder must arrange access permission, enroll biometrics and issue access cards to Bank staff or Bank appointed Bidders / system integrator within 1 hrs. of intimation by the Bank.
- ii. Bank, it's employees, representatives or consultants who are authorized by the bank shall have priority access to the site with time from Gate to the DC hall not exceeding more than 10 minutes. Bidder must also ensure that no security protocol is breached during this activity.
- iii. Bidder to allow all authorized Personnels of the Bank post seeking necessary approvals to carry out their activities, installations etc. 24 x 7.
- iv. Bidder shall provide all necessary assistance to the Bank /Bank appointed System Integrator or Bidder while moving the Bank equipment into the site. For example, entry permission for vehicles carrying equipment, parking of such vehicles closer to the lift/ramp till the time the equipment is being offloaded/ use of lift/service lift, assisting procedures documentation, providing trolley, housekeeping services 24x7, & other material movement equipment to carry heavy equipment to/from the allocated cage/room, etc. 24x7. The Bank shall not incur any extra cost for availing of these said services.
- v. Bidder should provide one Intercom facility between the server room to the seating area & three Telephone facility with Analog Telephone instruments in the seating area meant for Bank's authorized personal use with no additional cost to the Bank.



- vi. Bidder to provide temporary Access cards/Gate passes on need basis to the Bank's personnel / Bank appointed System Integrators/ Bidders/ Partners as and when they would visit the site. Bidder should agree that such access can be provided 24 X 7 and will not have any time restriction at no additional cost to the Bank.
- vii. The Bidder shall provide contacts and an escalation matrix as per **Appendix-U** to log the complaints / problems faced in the facility provided to the Bank.
- viii. Bidder must ensure they will be fully cooperative to Bank's request to audit the facility allowing the audit team access (copy OR onsite viewing) to necessary documents and site areas for visit related to the operation of the client's data hall.
- ix. Bidder must ensure necessary access provision for physically disabled personnel to Bank's server area.

### **Cabling**

- i. Bank requires minimum 2 diverse paths for dedicated secure data cabling from the Telco Point of Entries connecting the MMR of the DC. Cable should be in secured trunking of minimum 200 x 200 mm across two diverse routes.
- ii. The Bidder should provide 2 dedicated trays overhead to lay data cables between racks. Power cables and data cables shall not be overlapped and always be separated by a minimum of 6 inches. Any new requirement for such provision during the contract period would have to be provided by the Bidder at no extra cost to the Bank. Any new rack space obtained during the contract period automatically covers the requirement of such trays for data cabling.
- iii. There should not be any cable baskets and trunking directly above/under PDU/CRAC units
- iv. Bank requires dedicated risers for LV cabling
- v. Bank requires Incoming data and power cables to run in separate trunks (if adjacent to each other) and should be separated by at least 6 inches while running in parallel
- vi. There shouldn't be any sharp bends greater than 90 degree angle for data and fiber cabling
- vii. Bidder should provide a sufficient amount of spare copper/fibre patching cables and/other common standard cables in DC. Stocks are maintained onsite premises and expected to purchase and maintain stock after receiving a valid Purchase Order Request.

- viii. Bidder must provide and maintain at least a dedicated Copper/Optical testing equipment with load testing capabilities. Though the equipment can of course be shared across multiple in-country sites, where applicable.
- ix. Bidder must provide and maintain all types of connectors and modes (Single mode and Multi mode) for cross-connect (Fiber and UTP) provisioning. Eg: SC-LC,LC-LC,LC-SC,SC-SC etc.
- x. Bidder must provide and maintain two diverse paths for inter-floor connectivity which shall be dedicated to the bank. Fiber patch panels shall be available for inter-floor connectivity on both diverse paths.
- xi. Bank requires One secured dedicated trunking for data cabling from DC to the office area
- xii. Galvanized Wire Mesh Cable basket trays to be fastened to the Unistrut. Provisioning of 2 Tier architecture with (450mm W x 150mm H) each overhead basket trays above the racks at the height of 300 mm from top of the rack with necessary bridges and waterfalls required as per the bank's requirement. Height between the cable trays to be of 200-300mm.
- xiii. All the cables to be properly labelled, tagged and color coded as per industry standards.
- xiv. All LAN cables in seating area (Copper and Fiber) needs to be factory crimped. Bidder should ensure presence of cable testing equipment (both copper and fiber) to troubleshoot faulty LAN cables. All Power Points, LAN cables & ports to be labelled as per the standard industry norms.
- xv. All the cabling should be done with proper clamping and with conduit & shall be neat and structured with pipe. It's the bidder responsibility to drill a hole to take the cable inside the allocated DC area
- xvi. Bidder to ensure availability of OFC with all types of connectors (LC-LC / SC-SC etc.) during the entire period of contract.

**Seating space**

- i. Bank requires the seating space for 50 personnel immediately with comfortable Air conditioning & Lighting in a separate enclosed room exclusively kept reserved for the Bank.

- ii. Each Workstation shall be of size 1600 (L) \* 800 (W) \* 750 (H) mm OR 1500 (L) \* 750 (W) \* 750 (H) mm with Median & Privacy Partitions.
- iii. Each workstation shall have 3 Drawers Lockable Pedestal Unit / Or Locker for all seats
- iv. Seating shall be provided with Ergonomics Chairs.
- v. Each space shall have Power points (UPS Points (Universal Socket – 3Nos 5/15 Amps), Power Point -5/15 Amp (1 No) with USB Charger & C-Port) & Internet connection.
- vi. Seating space provided should be away from the proposed Data Centre area but within security limits of Data Centre and in the same Data Centre facility building/tower.
- vii. An Executive Cabin to accommodate 3 seats (1 Executive + 2 Visitor) should be provided to the Bank executive heading the Data Centre. Executive Cabin to be built with a glass partition and suitable seating arrangements needs to be carried out.
- viii. Bidder to provide 10 Analog Telephone Instruments to the Bank with no additional cost to the Bank. Provision of Intercom to the Bank will be complete responsibility of the Bidder.
- ix. Apart from Intercom specified above, Bank requires Land Line connectivity and Bidder to allow Bank to procure and install their own Telephone connectivity with no additional cost to the Bank and support the Bank by providing all necessary documentation required in procuring these telephone lines from the Telecom Bidder. Supporting infrastructure (Cable laying/ extension from Telecom Bidder Mux Point up to Seating Space and cable laying from seating space up to cage area) will be carried out by Bidder with no additional cost.
- x. In the Executive Cabin along with 3 Seats and a meeting table, Bidder is required to provision 2 Telephone connectivity (RJ 11), 2 LAN, 2 RAW, 3 UPS power points, and a whiteboard.
- xi. Provision for 3 wall mountable screens with sufficient UPS power with LAN ports, whiteboard, and 3 printer connectivity in the seating area. Bidder to provision a dedicated space to place 3 Printers/ Scanners within the Seating space providing

suitable table, UPS power points and Data Points with no additional cost to the Bank. Seating area layout to include the Printer space marked separately.

- xii. Cleaning in the Seating Space area to be done on daily basis by the housekeeping staff.

### **Storage Area**

- i. In addition to the Seating Space and Executive Cabin, Bidder shall provide dedicated enclosed storage space of minimum 1000 Sq. Ft within the Storage area to accommodate. Storage space to be secured with access control and necessary Air conditioning and Fire Suppression system to be made available.

### **Other Areas**

- i. Bidder to provision 2 feet x 2 feet space on the rooftop with UPS power and extend necessary connectivity to the bank Cage / Seating area for the Bank to install an antenna if required at no additional cost.
- ii. Proposed Data Centre facility to have dry Pantry/ Cafeteria with Coffee/Tea Vending Machines to be accessible to Bank's Staff, Bidders, Partners at no additional cost to the Bank.
- iii. Bidder shall also provide restroom/washroom facilities for both Male & Female personnel at the facility.
- iv. The Bidder shall provide discussion / meeting room facility as and when required. The meeting room to be equipped with projector and white board facility.
- v. The Bidder shall provide for staging area at the proposed facility as and when requested by bank without any additional cost to bank for preparatory work for initial hardware deployment or replacement or any bank approved activities. However, for further additional activities, if the Bank requires the staging area, the same should be provided to the bank as and when required and the Bidder will be expected to provide the staging area for Bank's use for the entire duration of contract.
- vi. Staging area should be in the same floor/same building, preferably close to the hired / hosted space and have all facilities like, redundant power, telecom. The staging area should be nearby service lift and loading bay for ease of transportation of device to server farm.

- vii. Bidder shall provide bunker rooms or wellness rooms for male and female personnel at the facility with no additional cost to the Bank.
- viii. Freight Lift – The Data Centre should have a freight lift with a minimum capacity of 1.5 tons for ease of movement of servers and high-density network devices without any tilting of racks.

### **Inspection and Acceptance Procedure**

- i. Physical Inspection and preliminary testing of the Comprehensive Co-Location Solution shall be done by Bidder/ Bidders' OEMs and a detailed report for all the testing procedures and outcomes to be shared with Bank and Bank's consultants within 24 hours upon completion. Bidder's testing and commissioning process for Bank's premises shall consist of the following:
  - a) L1 Factory Acceptance Test report
  - b) L2 Quality assurance check report on site for all equipment
  - c) L3 Startup test: Standalone functionality of equipment (kickstart report)
  - d) L4 Functional test report: Chiller functionality test, DC Hall head load test
  - e) L5 Integrated test report: Combined operations and redundancy test of the electrical systems and HVAC systems
  - f) L6 Closure report: Snag closure report, Bank's operation team training, Physical handover
- ii. Bidder to share SOPs and EOPs for the Bank's premises with Bank and its Consultants during site visits and if needed explain and rectify any recommendations suggested by the Bank or its Consultants.
- iii. Bidder shall work closely with Bank's consultant in reviewing identified gaps and snag lists and work towards its closure within stipulated timelines defined by the Bank or Bank's Consultant.

### **Maintenance**

- i. Bidder must submit a 52 week scheduled maintenance calendar to Bank at start of every year.
- ii. The operator will have available at Bank's request evidence of the preventative planned maintenance carried out on the critical MEP systems.
- iii. The operator will supply Bank with an annual maintenance schedule, highlighting works that impact or could impact bank's operations.

- iv. The operator will agree with Bank's agreed notification periods for Planned and ad hoc Maintenance works as per defined scope of work.
- v. Bank requires all critical system maintenance to be carried out after business hours/weekends.
- vi. Bidder must ensure availability of all documents such as single-line diagrams, critical systems drawings, testing and commissioning documents, preventive maintenance reports, operating procedures and policies, data Centre certification, building management system data pertaining to the operation of the Bank's data hall are available to view either as a soft copy over email OR as a hard copy onsite as and when required.
- vii. Bidder must ensure its support areas such as electrical/mechanical/fire protection plant rooms, rooftop or basement where critical systems are located, and supplier operations and monitoring room pertaining to the operation of the Bank's data hall are available for physical visit OR viewing from a distance of the interior.
- viii. Bidder must ensure that the number of required resources at site along with necessary certifications as per **Appendix-C** must be maintained throughout the contract period

#### **Fire Detection and Suppression System**

- i. Bidder must ensure that there is no sprinkler system is installed in Bank's area
- ii. Bank requires Very Early Smoke Detection System (VESDA) to be available for Bank's area
- iii. A gas based fire suppression system shall be provided in Data Rooms and Communication Carrier Rooms. The gaseous suppression system shall be also used for the entire DC area. The halocarbon type clean agents (either NOVEC-1230 or Inergen) must be used.
- iv. Smoke detection shall be installed throughout all occupied area as well as supply ducts to the Data Hall, Flame/heat detection shall be installed in the Generator Plant and Fuel Storage areas when located indoors.
- v. Portable fire extinguishers in Data Halls and other IT areas shall be Halocarbon or Carbon Dioxide type. Powder based extinguishers are not permitted.

- vi. Wet sprinkler systems are permitted in staircases. Bidder must ensure provision for drainage for all low points in the piping. Drain lines shall be piped to a main waste/drain system.
- vii. Fire suppression system for bank's capacity and floors shall be dedicated to Bank
- viii. Bidder must ensure that the gaseous fire suppression system is designed according to recognized standards, and please state to which one (e.g., NFPA, ISO, VdS, etc.)
- ix. Bidder must ensure mitigating measures been taken to reduce the noise level due to fire suppression systems
- x. Bidder has to ensure that the gas suppression system will not damage the IT equipment within the data hall
- xi. The sprinkler pumps and associated life safety equipment must be generator backed.

### Payment Schedule

| Sr. No | Milestones                                           | Invoicing for                | Payment schedule                                                                   |
|--------|------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------|
| 1      | Execution of SLA & Release of Purchase Order by Bank | Non recurring One-Time costs | 30 days from PO release date, subject to receipt of invoice from successful bidder |
| 2      | Ready for Service Date                               | Monthly recurring charges    | in Monthly arrears within 30 days from receipt of Invoice starting from RFS date   |
| 3      | Electricity Consumption charges                      | Power Bill                   | in Monthly arrears within 30 days from receipt of Invoice starting from RFS date   |

**Appendix-F**  
**Indicative Price Bid**

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:**

**Part A : Non Recurring Charges (I)**

| Sr. No. | Type of services / Items  | Quantity | Rate per item/Per resource etc. (as applicable) | Total amount in Rs. | Proportion to Total Cost (in percentage) # |
|---------|---------------------------|----------|-------------------------------------------------|---------------------|--------------------------------------------|
| 1.      | One-Time Costs            | 1        |                                                 |                     |                                            |
| 2.      | Miscellaneous Items Total | 1        |                                                 |                     |                                            |

**Part B : Annual Recurring Charges (II)**

| Sr. No. | Type of services / Items     | Quantity (a) | Unit   | Rate per unit/Per Annum etc. in Rs. (as applicable) (b) | Contract Tenure (Years) (c) | Total contract amount in Rs. (a*b*c) | Proportion to Total Cost (in percentage) # |
|---------|------------------------------|--------------|--------|---------------------------------------------------------|-----------------------------|--------------------------------------|--------------------------------------------|
| 3.      | Contracted Capacity Charges  | 6333         | kW     | ( _____ )                                               | 10                          | ( _____ )                            | ( __% )                                    |
| 4.      | Reservation Capacity Charges | 3667         | kW     | ( _____ )                                               | 10                          | ( _____ )                            | ( __% )                                    |
| 5.      | Seating Area                 | 50           | Nos.   | ( _____ )                                               | 10                          | ( _____ )                            | ( __% )                                    |
| 6.      | Storage Area                 | 1000         | Sq. Ft | ( _____ )                                               | 10                          | ( _____ )                            | ( __% )                                    |



**Part C : Power Charges (III)**

| Sr. No. | Type of services / Items          | Estimated Quantity per annum (a) | Unit | Blended Power Tariff Rate per unit. in Rs. (Including Green power) <sup>+</sup> (b) | Power Usage Efficiency Ratio (PUE) <sup>++</sup> (c) | Tenure (Years) (d) | Total contract amount in Rs. (a*b*c*d) | Proportion to Total Cost (in percentage) # |
|---------|-----------------------------------|----------------------------------|------|-------------------------------------------------------------------------------------|------------------------------------------------------|--------------------|----------------------------------------|--------------------------------------------|
| 7       | Electricity consumption charges** | 43800000                         | kWh  | (_____)                                                                             | (_____)                                              | 10                 | (_____)                                | (____%)                                    |

**<sup>+</sup> Blended Power Tariff Calculation shall be as follows:**

| <u>Particulars</u> | <u>Unit Tariff per kWh</u> | <u>% Allocation</u> |
|--------------------|----------------------------|---------------------|
| Green Power Tariff | (_____)                    | Minimum 30%         |
| MSEB Power Tariff  | (_____)                    | Maximum 70%         |

Blended Power tariff = (Green Power Unit rate x Green Power % allocation) + (MSEB Power Unit rate x MSEB Power % allocation).

**<sup>++</sup>Power Usage Efficiency (PUE)** : Bidders must be careful in submitting the PUE number in above table. In no case can the PUE exceed beyond 1.60 in the Indicative bid and the final commercial bid.

**MSEB Power Tariff** : MSEB unit rate submitted in Reverse Auction can not be lower than the unit rate discovered through the latest electricity bill from MSEB.

Bidder must submit a table with detailed breakup of the MSEB power tariff including all line items included in the latest electricity bill submitted as per Appendix-X. The power unit rate applicable to the bank shall be derived after applying all discounts being received by the bidder as part of MSEB bill.

Notes:

- A. Power usage efficiency (PUE) cannot exceed 1.60 in the final commercial bid and will be captured as it is in the Final Service level agreement document.
- B. 'Estimated quantity per annum' in above table is only for TCO calculation purpose, Electricity bill will be paid by bank on an actual metered power basis and Bank's consumption.

C. Green Power tariff and percentage allocation will be valid during the entire contract and shall be applicable to any future expansion by the bank.

**Total Cost of Ownership\***

|                                 |                           |
|---------------------------------|---------------------------|
| <b>Total Cost of Ownership*</b> | <b>Rs. (I + II + III)</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.

\*\*All numbers are indicative and used only for calculation of TCO. Bank does not guarantee on the consumption basis these numbers.

**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 authorised signatory**

**Seal of Company**

**Illustration**

**Indicative Pricing Bid = 190**

**Final Reverse auction L1 bid = 100**

In this case, the percentage of each line item shall be calculated and validated as below.

| Particulars | Indicative Price Bid Quote (INR) | Proportion to Total Cost ‘G’ (in %age) of indicative price bid | Final Price (INR) in reverse auction | Minimum final price should not be below (INR) | Maximum final price should not exceed (INR) |
|-------------|----------------------------------|----------------------------------------------------------------|--------------------------------------|-----------------------------------------------|---------------------------------------------|
|             |                                  |                                                                |                                      |                                               |                                             |

| <i>A</i>                                 | <i>B</i>   | <i>C</i>   | <i>D*</i> | <i>E</i><br>(95% of D) | <i>F</i><br>(105% of D) |
|------------------------------------------|------------|------------|-----------|------------------------|-------------------------|
| Item 1                                   | 25         | 13.16%     | 9.87      | 9.38                   | 10.36                   |
| Item 2                                   | 50         | 26.32%     | 19.74     | 18.75                  | 20.72                   |
| Item 3                                   | 75         | 39.47%     | 29.60     | 28.13                  | 31.09                   |
| Item 4                                   | 40         | 21.05%     | 15.79     | 15.00                  | 16.58                   |
| <b>Grand Total</b><br>(1 + 2 + 3 + 4)= G | <b>190</b> | <b>100</b> | <b>75</b> |                        |                         |

\* Shall be calculated as per the percentages given in the Indicative bid.

Note:

- A. All figures shall be mentioned in INR
- B. Taxes as applicable shall be extra

**Cost break-up of Indicative Pricing**

**1. Part A - One Time Costs – Please enter unit wise pricing for each line item as below**

| Particulars                                            | Unit Pricing<br>INR | Quantity<br>(Nos)<br>(To be filled<br>by the Bidder) | Total Cost |
|--------------------------------------------------------|---------------------|------------------------------------------------------|------------|
| Biometric access                                       |                     |                                                      |            |
| Access card entry                                      |                     |                                                      |            |
| CCTV Camera - Cage                                     |                     |                                                      |            |
| CCTV Camera- Seating & Storage                         |                     |                                                      |            |
| Dedicated Fiber Conduits                               |                     |                                                      |            |
| 3 phase 32 amp sockets                                 |                     |                                                      |            |
| Overhead Three layer Cable Trays                       |                     |                                                      |            |
| 5/15 amps electrical Sockets                           |                     |                                                      |            |
| Additional One Time Costs<br>(If any, please describe) |                     |                                                      |            |
| <b><u>Total One Time Costs</u></b>                     |                     |                                                      |            |

**2. Part A – Indicative Price for Miscellaneous items – Please enter unit wise pricing for each line item as below**

| Rate card Cost for Contract term | Pricing INR per Unit | Unit for Pricing reference |
|----------------------------------|----------------------|----------------------------|
| Caging/Wall                      |                      | Per Sq.ft of Server area   |
| Biometric access                 |                      | per number (Nos.)          |
| Access card entry                |                      | per number (Nos.)          |
| CCTV Camera - Cage               |                      | per number (Nos.)          |
| CCTV Camera- Seating & Storage   |                      | per number (Nos.)          |
| Rack Installation (per rack)     |                      | per rack number (Nos.)     |
| Fiber cross connect (per pair)   |                      | per pair(Nos.)             |
| Copper cross connect (per pair)  |                      | per pair(Nos.)             |
| Dedicated Fiber Conduits         |                      | per running meter          |
| 3 phase 32 amp sockets           |                      | per number (Nos.)          |

|                                        |  |                       |
|----------------------------------------|--|-----------------------|
| 3 phase 63 amp sockets                 |  |                       |
| 1 phase 32 amp sockets                 |  |                       |
| 1 phase 63 amp sockets                 |  |                       |
| 16 amp sockets                         |  |                       |
| 3 phase 32 amp sockets                 |  |                       |
| Overhead Three layer Cable Trays       |  | per running meter     |
| 5/15 amps electrical Sockets           |  | per number (Nos.)     |
| Liquid immersive cooling (OTC)         |  | per kW of IT capacity |
| Direct contact liquid cooling (OTC)    |  | per kW of IT capacity |
| <b><u>Indicative Pricing Total</u></b> |  |                       |

### 3. Part C Power Charges

| <u>Particulars</u> | <u>Unit Tariff per kWh</u> | <u>% Allocation</u> |
|--------------------|----------------------------|---------------------|
| Green Power Tariff |                            |                     |
| MSEB Power Tariff  |                            |                     |

Note :

- D. Please note that the Breakup for Indicative pricing for Miscellaneous items and Power Charges will freeze basis Bidder's submission in above tables. Both parameters will be captured as it is in the Final Service level agreement document and Bank will place purchase orders on requirement basis as and when required
- E. These charges and percentage allocation will be valid during the entire contract and shall be applicable to any future expansion by the bank
- F. All Nos. mentioned in the One-time costs table shall be filled in by the Bidder as per their offered solution.

**Appendix-G**

**Certificate of Local Content**

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

Date:

To,

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

Dear Sir,

**Ref.: RFP No. : SBI/GITC/Data Centres & Cloud/2024/2025/1146 Dated: 24.05.2024**

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,

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

Dear Sir,

**Ref.: RFP No. : SBI/GITC/Data Centres & Cloud/2024/2025/1146 Dated: 24.05.2024**

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

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

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

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

**Signature of authorised official**

**Name:**

**Company seal:**

## Appendix-H

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/GITC/Data Centres & Cloud/2024/2025/1146** dated 24.05.2024
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 upto \_\_\_\_\_
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

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

**Appendix-I**

**Other terms and Penalties**

| Sr. No                                                                                   | Incident                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Rent free period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                |                  |                 |       |                                    |         |                                                                                          |         |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------|-----------------|-------|------------------------------------|---------|------------------------------------------------------------------------------------------|---------|
| 1                                                                                        | <p>Data Centre availability measured at Floor Level PDUs shall be 100% on at least one source at all times</p> <p>Data Centre availability refers to the total loss of power to the Data Centre equipment or a total network isolation of the Data Centre due to the failure in the critical environment. Examples are below:</p> <p>a. A total failure of the UPS that leads to power outage of the technology equipment and a total isolation of the Data Centre;</p> <p>b. Temperature and humidity level that leads to a total isolation of the Data Centre whether due to a failure of the chiller system.</p> <p>c. Incidents that do not cause a total power outage or a total network isolation of the Data Centre are addressed in other SLA line items listed in this SLA table.</p> | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges.</p> <table border="1" data-bbox="820 1536 1453 1879"> <thead> <tr> <th data-bbox="820 1536 1241 1615">Duration of Outage per unavailability incident</th> <th data-bbox="1241 1536 1453 1615">Rent free period</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 1615 1241 1655">For each minute</td> <td data-bbox="1241 1615 1453 1655">1 day</td> </tr> <tr> <td data-bbox="820 1655 1241 1733">Over 5 minutes but upto 30 minutes</td> <td data-bbox="1241 1655 1453 1733">10 days</td> </tr> <tr> <td data-bbox="820 1733 1241 1879">Failure remains after 30 minutes or repeat of the same type of incident within 12 months</td> <td data-bbox="1241 1733 1453 1879">1 month</td> </tr> </tbody> </table> | Duration of Outage per unavailability incident | Rent free period | For each minute | 1 day | Over 5 minutes but upto 30 minutes | 10 days | Failure remains after 30 minutes or repeat of the same type of incident within 12 months | 1 month |
| Duration of Outage per unavailability incident                                           | Rent free period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |                  |                 |       |                                    |         |                                                                                          |         |
| For each minute                                                                          | 1 day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |                  |                 |       |                                    |         |                                                                                          |         |
| Over 5 minutes but upto 30 minutes                                                       | 10 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |                  |                 |       |                                    |         |                                                                                          |         |
| Failure remains after 30 minutes or repeat of the same type of incident within 12 months | 1 month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |                  |                 |       |                                    |         |                                                                                          |         |

| 2                                                                                                                                    | Loss of redundant UPS power to Bank's UPS powered feeds in the Data Centre.                                          | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges.<br/>Grace period – 24 hours</p> <table border="1" data-bbox="820 546 1460 896"> <thead> <tr> <th data-bbox="820 546 1241 667">Duration of Outage per unavailability incident beyond Grace period</th> <th data-bbox="1241 546 1460 667">Rent free period</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 667 1241 712">Beyond 24 hours</td> <td data-bbox="1241 667 1460 712">10 days</td> </tr> <tr> <td data-bbox="820 712 1241 896">Failure remains after 36 hours or a repeat of the same type of incident in relation to the same system or equipment within 12 months</td> <td data-bbox="1241 712 1460 896">1 month</td> </tr> </tbody> </table> | Duration of Outage per unavailability incident beyond Grace period | Rent free period | Beyond 24 hours                               | 10 days | Failure remains after 36 hours or a repeat of the same type of incident in relation to the same system or equipment within 12 months | 1 month |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------|-----------------------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------------------|---------|
| Duration of Outage per unavailability incident beyond Grace period                                                                   | Rent free period                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |
| Beyond 24 hours                                                                                                                      | 10 days                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |
| Failure remains after 36 hours or a repeat of the same type of incident in relation to the same system or equipment within 12 months | 1 month                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |
| 3                                                                                                                                    | Loss of generator standby power or any part thereof. A degradation of the established resiliency level to N or less. | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges.</p> <table border="1" data-bbox="820 1144 1460 1487"> <thead> <tr> <th data-bbox="820 1144 1241 1227">Duration of Outage per unavailability incident</th> <th data-bbox="1241 1144 1460 1227">Rent free period</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 1227 1241 1301">First instance &amp; failure remains up to 5 days</td> <td data-bbox="1241 1227 1460 1301">5 days</td> </tr> <tr> <td data-bbox="820 1301 1241 1487">Failure remains after 5 days or a repeat of the same type of incident in relation to the same system or equipment within 12 months</td> <td data-bbox="1241 1301 1460 1487">1 month</td> </tr> </tbody> </table>    | Duration of Outage per unavailability incident                     | Rent free period | First instance & failure remains up to 5 days | 5 days  | Failure remains after 5 days or a repeat of the same type of incident in relation to the same system or equipment within 12 months   | 1 month |
| Duration of Outage per unavailability incident                                                                                       | Rent free period                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |
| First instance & failure remains up to 5 days                                                                                        | 5 days                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |
| Failure remains after 5 days or a repeat of the same type of incident in relation to the same system or equipment within 12 months   | 1 month                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |
| 4                                                                                                                                    | Reduction in established resiliency caused by DC operator personnel or its agent.                                    | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges.</p> <table border="1" data-bbox="820 1688 1460 2024"> <thead> <tr> <th data-bbox="820 1688 1241 1771">Duration of Outage per unavailability incident</th> <th data-bbox="1241 1688 1460 1771">Rent free period</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 1771 1241 1816">First instance</td> <td data-bbox="1241 1771 1460 1816">10 days</td> </tr> <tr> <td data-bbox="820 1816 1241 2024">Failure remains after 24 hours or a repeat of the same type of incident in relation to the same system or equipment within 12 months</td> <td data-bbox="1241 1816 1460 2024">1 month</td> </tr> </tbody> </table>                                    | Duration of Outage per unavailability incident                     | Rent free period | First instance                                | 10 days | Failure remains after 24 hours or a repeat of the same type of incident in relation to the same system or equipment within 12 months | 1 month |
| Duration of Outage per unavailability incident                                                                                       | Rent free period                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |
| First instance                                                                                                                       | 10 days                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |
| Failure remains after 24 hours or a repeat of the same type of incident in relation to the same system or equipment within 12 months | 1 month                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                    |                  |                                               |         |                                                                                                                                      |         |

| 5                                                                                                       | <p>Cooling failure to the space of the Data Centre (or any part thereof).<br/>Temperature of Data Centre (or any part thereof) falls outside the agreed range of 22 degrees +2 degrees in Bank's DC area and 25 degrees +2 in Bank's UPS area<br/>(Note: Location of the temperature sensors shall be in the middle of the racks)</p> | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges.</p> <table border="1" data-bbox="820 495 1455 965"> <thead> <tr> <th>Duration of Cooling failure per unavailability incident</th> <th>Rent free period</th> </tr> </thead> <tbody> <tr> <td>Average temperature exceeds allowable Range for more than 3 minutes but less than or equal to 5 minutes</td> <td>5 days</td> </tr> <tr> <td>Failure persists for more than 5 consecutive minutes</td> <td>10 days</td> </tr> <tr> <td>A repeat of the same type of incident within 12 months</td> <td>1 month</td> </tr> </tbody> </table> | Duration of Cooling failure per unavailability incident | Rent free period | Average temperature exceeds allowable Range for more than 3 minutes but less than or equal to 5 minutes | 5 days | Failure persists for more than 5 consecutive minutes   | 10 days | A repeat of the same type of incident within 12 months | 1 month |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------|---------|--------------------------------------------------------|---------|
| Duration of Cooling failure per unavailability incident                                                 | Rent free period                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |
| Average temperature exceeds allowable Range for more than 3 minutes but less than or equal to 5 minutes | 5 days                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |
| Failure persists for more than 5 consecutive minutes                                                    | 10 days                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |
| A repeat of the same type of incident within 12 months                                                  | 1 month                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |
| 6                                                                                                       | <p>Relative Humidity of the space of the Data Centre (or any part thereof) falls outside the agreed Range of 50% +- 10% in it's entirety<br/>(Note: Exact location of the humidity sensors shall be agreed between the Service Provider and Bank.)</p>                                                                                | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges.<br/>Grace period – 30 minutes</p> <table border="1" data-bbox="820 1245 1455 1563"> <thead> <tr> <th>Duration of Humidity failure per incident</th> <th>Rent free period</th> </tr> </thead> <tbody> <tr> <td>Failure persists more than 30 minutes</td> <td>1 day</td> </tr> <tr> <td>A repeat of the same type of incident within 12 months</td> <td>10 days</td> </tr> </tbody> </table>                                                                                                                                            | Duration of Humidity failure per incident               | Rent free period | Failure persists more than 30 minutes                                                                   | 1 day  | A repeat of the same type of incident within 12 months | 10 days |                                                        |         |
| Duration of Humidity failure per incident                                                               | Rent free period                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |
| Failure persists more than 30 minutes                                                                   | 1 day                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |
| A repeat of the same type of incident within 12 months                                                  | 10 days                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |
| 7                                                                                                       | <p>Failure (down to N or less) of any of the following air-conditioning equipment without causing any service interruption of Data Centre areas or Services Failure (as hereinafter</p>                                                                                                                                               | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges</p> <table border="1" data-bbox="820 1805 1455 1917"> <thead> <tr> <th>Number of incidents</th> <th>Rent free period</th> </tr> </thead> <tbody> <tr> <td>First instance</td> <td>1 day</td> </tr> </tbody> </table>                                                                                                                                                                                                                                                                                                                    | Number of incidents                                     | Rent free period | First instance                                                                                          | 1 day  |                                                        |         |                                                        |         |
| Number of incidents                                                                                     | Rent free period                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |
| First instance                                                                                          | 1 day                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         |                  |                                                                                                         |        |                                                        |         |                                                        |         |



|                                                           | defined):<br>a. Chiller system,<br>b. Condenser water system-<br>pipe work system,<br>c. Computer Room Air<br>Conditioner (CRAC)<br>units.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Failure remains after 24 hours<br>or a repeat of the same type of<br>incident within 12 months                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 10 days |                     |                     |                  |        |                                                           |         |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------|---------------------|------------------|--------|-----------------------------------------------------------|---------|
| 8                                                         | Failure of the Service<br>Provider's security and access<br>provisions to the Data Centre<br>that leads<br>to unauthorized access to the<br>building. False alarms are<br>excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The Service Provider shall be liable for service<br>Rent free period by the following table based on the<br>then<br>applicable Monthly Services Charges <table border="1" data-bbox="820 696 1461 931"> <thead> <tr> <th data-bbox="820 696 1241 770">Number of incidents</th> <th data-bbox="1241 696 1461 770">Rent free<br/>period</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 770 1241 808">First Occurrence</td> <td data-bbox="1241 770 1461 808">3 days</td> </tr> <tr> <td data-bbox="820 808 1241 931">A repeat of the same type of<br/>incident within 12 months</td> <td data-bbox="1241 808 1461 931">10 days</td> </tr> </tbody> </table> |         | Number of incidents | Rent free<br>period | First Occurrence | 3 days | A repeat of the same type of<br>incident within 12 months | 10 days |
| Number of incidents                                       | Rent free<br>period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |                     |                     |                  |        |                                                           |         |
| First Occurrence                                          | 3 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |                     |                     |                  |        |                                                           |         |
| A repeat of the same type of<br>incident within 12 months | 10 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |                     |                     |                  |        |                                                           |         |
| 9                                                         | Failure to complete a<br>scheduled maintenance<br>activity or project activity in<br>support of the<br>Data Centre due to the sole<br>failure of the<br>Service Provider.<br>Exclusions:<br>a. Bank request for<br>postponement or rejection of<br>scheduled maintenance<br>activity shall be excluded.<br>b. If the Service Provider is<br>able to rectify the delay and<br>still complete the scheduled<br>maintenance activity or<br>project activity within the<br>same agreed Change Window,<br>the error<br>shall be excluded.<br><br>Service Provider may be<br>required to pay for any<br>vendor/ resources abortive<br>cost for cancellation of<br>scheduled maintenance<br>activity if<br>postponement or cancellation | The Service Provider shall be liable for service<br>Rent free period by the following table based on the<br>then<br>applicable Monthly Services Charges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |         |                     |                     |                  |        |                                                           |         |

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                  |                              |         |                                                        |        |                                                      |         |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|------------------------------|---------|--------------------------------------------------------|--------|------------------------------------------------------|---------|
|                                                        | <p>is on Service Provider's request.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <table border="1"> <tr> <td>Number of incidents</td> <td>Rent free period</td> </tr> <tr> <td>First Occurrence</td> <td>Nil</td> </tr> <tr> <td>A repeat of the same type of incident within 12 months</td> <td>3 days</td> </tr> </table>                                                                                                                                                                                                                                                        | Number of incidents  | Rent free period | First Occurrence             | Nil     | A repeat of the same type of incident within 12 months | 3 days |                                                      |         |
| Number of incidents                                    | Rent free period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                  |                              |         |                                                        |        |                                                      |         |
| First Occurrence                                       | Nil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                  |                              |         |                                                        |        |                                                      |         |
| A repeat of the same type of incident within 12 months | 3 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                  |                              |         |                                                        |        |                                                      |         |
| <p>10</p>                                              | <p>Failure of fire suppression system at the Data Centre (or any part thereof), excluding false alarm.</p>                                                                                                                                                                                                                                                                                                                                                                                              | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges<br/>Grace period – 2 days</p> <table border="1"> <tr> <td>Duration of incident</td> <td>Rent free period</td> </tr> <tr> <td>Failure remains after 2 days</td> <td>10 days</td> </tr> <tr> <td>Each additional day</td> <td>1 day</td> </tr> <tr> <td>Repeat of the same type of incident within 12 months</td> <td>1 month</td> </tr> </table> | Duration of incident | Rent free period | Failure remains after 2 days | 10 days | Each additional day                                    | 1 day  | Repeat of the same type of incident within 12 months | 1 month |
| Duration of incident                                   | Rent free period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                  |                              |         |                                                        |        |                                                      |         |
| Failure remains after 2 days                           | 10 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                  |                              |         |                                                        |        |                                                      |         |
| Each additional day                                    | 1 day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                  |                              |         |                                                        |        |                                                      |         |
| Repeat of the same type of incident within 12 months   | 1 month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                  |                              |         |                                                        |        |                                                      |         |
| <p>11</p>                                              | <p>Failure to acknowledge and communicate to the Bank within 15 minutes after the occurrence of any incident relating to the failure of the Services (or any part thereof) in accordance with the Escalation Matrix decided between the bank and the service provider.</p> <p>An incident is not isolated to only critical facilities failures but includes those incidents described in this SLA table as well as those incidents defined by the Service Provider as such with potential impact to</p> | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charge</p>                                                                                                                                                                                                                                                                                                                                              |                      |                  |                              |         |                                                        |        |                                                      |         |



|                                                        |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                  |                   |        |                                                        |         |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|-------------------|--------|--------------------------------------------------------|---------|
|                                                        | <p>services provided to the Tenant.</p>                                                                                                                                                                          | <table border="1"> <tr> <td>Duration of incident</td> <td>Rent free period</td> </tr> <tr> <td>Second occurrence</td> <td>1 day</td> </tr> <tr> <td>More than 2 times within 1 month</td> <td>3 days</td> </tr> </table>                                                                                                                                                                              | Duration of incident | Rent free period | Second occurrence | 1 day  | More than 2 times within 1 month                       | 3 days  |
| Duration of incident                                   | Rent free period                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                  |                   |        |                                                        |         |
| Second occurrence                                      | 1 day                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                  |                   |        |                                                        |         |
| More than 2 times within 1 month                       | 3 days                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                  |                   |        |                                                        |         |
| <p>12</p>                                              | <p>Damage or interference to any telecom trunks by the Service Provider causing service disruption to the Data Centre Telecom trunks refer to telecom infrastructure located within the Data Centre building</p> | <p>The Service Provider shall be liable for service Rent free period by the following table based on the then applicable Monthly Services Charges</p> <table border="1"> <tr> <td>Duration of incident</td> <td>Rent free period</td> </tr> <tr> <td>First Occurrence</td> <td>3 days</td> </tr> <tr> <td>A repeat of the same type of incident within 12 months</td> <td>1 month</td> </tr> </table> | Duration of incident | Rent free period | First Occurrence  | 3 days | A repeat of the same type of incident within 12 months | 1 month |
| Duration of incident                                   | Rent free period                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                  |                   |        |                                                        |         |
| First Occurrence                                       | 3 days                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                  |                   |        |                                                        |         |
| A repeat of the same type of incident within 12 months | 1 month                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                       |                      |                  |                   |        |                                                        |         |



## Appendix-K

### NON-DISCLOSURE AGREEMENT

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

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

And

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

And Whereas

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

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

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

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

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

2. **Restrictions**

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

Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

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

3. **Rights and Remedies**

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

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No

waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

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

5. **Suggestions and Feedback**

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

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



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

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

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

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

**Appendix-L**

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

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

**Appendix-M**

**Format for Submission of Client References**

**To whosoever it may concern**

| <b>Particulars</b>                         | <b>Details</b> |
|--------------------------------------------|----------------|
|                                            |                |
| <b>Client Information</b>                  |                |
| Client Name                                |                |
| Client address                             |                |
| Name of the contact person and designation |                |
| Phone number of the contact person         |                |
| E-mail address of the contact person       |                |
| <b>Project Details</b>                     |                |
| Name of the Project                        |                |
| Contract Start Date                        |                |
| Contract End Date                          |                |
| Current Status (In Progress / Completed)   |                |
| <b>Size of Project</b>                     |                |
| Size of the Project                        |                |
| a. Total Contracted racks                  |                |
| b. Total Live Racks                        |                |
| Size of the Project                        |                |
| a. Total Contracted IT Capacity            |                |
| b. Total Live IT Capacity                  |                |

**Name & Signature of authorised signatory**

**Seal of Company**



## Appendix-N

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

#### General

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

And

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

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

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

NOW, THEREFORE,

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

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

distortionary impact of corruption on public procurement; and

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

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

**1. Commitments of the BUYER**

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

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

- BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the

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

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

**5. Sanctions for Violations**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit

the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

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

6. **Fall Clause**

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

7. **Independent Monitors**

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

|             |                     |
|-------------|---------------------|
| Name        | Shri Otem Dai       |
| Designation | IAS (Retd.)         |
| e-Mail      | otemdai@hotmail.com |

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

8. **Facilitation of Investigation**

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

9. **Law and Place of Jurisdiction**

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

10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other

legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

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

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

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

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1.

2.

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



**Appendix-O**

**FORMAT FOR EMD BANK GUARANTEE**

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

**EMD BANK GUARANTEE FOR  
PROCUREMENT OF NEW DEDICATED CO-LOCATION DATA CENTRE  
FACILITY IN MUMBAI - NAVI MUMBAI**

**RFP NO. SBI/GITC/Data Centres & Cloud/2024/2025/1146 DATED 24.05.2024**

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 to provide \_\_\_\_\_ (name of Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

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

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

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

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

6. We hereby further agree that –

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

Notwithstanding anything contained hereinabove:



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

Yours faithfully,

For and on behalf of

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

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

**Appendix-P**

**Employee Experience letter format. (Separate submission for each employee)**

| <b>Particulars</b>                                          | <b>Details</b> | <b>Remarks</b> |
|-------------------------------------------------------------|----------------|----------------|
| Employee Name                                               |                |                |
| Brief Description of Skillset and experience                |                |                |
| Years of Experience                                         |                |                |
| Year of Joining                                             |                |                |
| Available Certifications<br>(Attach copies after this page) |                |                |
| Expiry Date of above-mentioned certifications               |                |                |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-Q**

**Special Undertaking**

To:

< Address of tendering office >

Dear Sir,

**Ref: SBI/GITC/Data Centres & Cloud/2024/2025/1146 dated 24.05.2024**

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 provide Services detailed in this RFP. We hereby certify that we will be adhering and implementing all the below stated statements as required by the Bank. We acknowledge that in case of submission of false information or unjustifiable claims, Bank will have the right to terminate the contract/Letter of award and invoke the Performance Bank Guarantee(s) submitted by the selected bidder. Bank may also Blacklist the Bidder from participating in any future RFPs by the bank.

- i. We confirm to adhere to all the stated milestones and timelines mentioned in this RFP.
- ii. We confirm that the capacity, space and floor level infrastructure provide to the banks are dedicated solely for bank's use
- iii. We confirm that all the required certifications mentioned in this RFP will be available within 9 months of the Ready for service date
- iv. We confirm that the facility proposed to the bank will be certified as a Green building within 9 month of Ready for service date
- v. We confirm that the allocated Green power tariff will be locked in with no price escalation for the entire contract duration
- vi. We confirm that the Proposed Data centre facility does not have any server hall area on the Ground floor of the premises
- vii. We confirm that we are offering a metered power model and shall provision IT power monitoring on Rack PDU or Floor PDU level

- viii. We confirm that the proposed facility is a carrier-neutral (Network service providers) Data Centre facility with minimum 3 diverse fiber entry paths to the plot
- ix. We confirm that the floor level MEP is dedicated for the Bank and is restricted from access by unauthorised personnel
- x. We confirm that we will procure all the required certifications within 9 months of RFS date of the Bank.

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-R**

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**Appendix-S**

Operator Presentation Content and scoring

| <b>Particulars</b>                                      | <b>Details</b>                                                                                                                                                                                                                                                                                                                                                        | <b>Total 50 Marks</b> |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Slide no.1 - About the Bidder                           | a. Years of operation<br>b. Revenues and profits in last 3 years<br>c. Name List and % shareholding of all stakeholders<br>d. Live IT load and no of operational assets (In India and Globally)                                                                                                                                                                       | 8                     |
| Slide no. 2 - About the facility                        | a. Facility Features (Total IT capacity, no of floors, PUE, Connected MSEB substations etc.                                                                                                                                                                                                                                                                           | 8                     |
| Slide no 3 - Proposed Solution                          | a. Proposed Solution to Bank<br>b. Layouts of proposed floors<br>c. Offered Resiliency for each ask in Design requirement section<br>d. Status of proposed solution to the bank.<br>e. Ability to accommodate any future requests from the Bank                                                                                                                       | 12                    |
| Slide no. 4 - Approach to Tier IV/Rated 4 certification | a. Power Infra (Key Features and Design resiliency at Site substation, Panels, Transformers, UPS design, Floor PDU design to Rack PDUs)<br>b. Cooling Infra (Key Features and Design resiliency)<br>c. Operations (Key facts, Personnel and processes to access site, raise requests, client notifications etc.)<br>d. Security (Levels of security and Key features) | 12                    |
| Slide no 5. Project Delivery                            | a. Detailed Gantt Chart for Project delivery<br>b. Latest status of MEP equipment purchases & Delivery<br>c. Key dates as per Bank's requirement<br>d. Mitigation plan for unforeseeable situations                                                                                                                                                                   | 10                    |

Minimum 70% marks required to qualify for further evaluation

**Name & Signature of authorised signatory**

**Seal of Company**



**Appendix-T**

**Site Inspection & Evaluation Criteria**

| <b>Sr. No</b> | <b>Evaluation Parameters</b>              | <b>Maximum Marks</b> |
|---------------|-------------------------------------------|----------------------|
| 1             | Location and situation of the premises    | 5 Marks              |
| 2             | Accessibility of the site                 | 5 Marks              |
| 3             | Architectural design of the building      | 5 Marks              |
| 4             | Availability of Power and live substation | 5 Marks              |
| 5             | Shape and size of the plot                | 5 marks              |
| 6             | Campus size                               | 5 Marks              |
| 7             | Project status (On-site)                  | 10 Marks             |
| 8             | MEP Order status (On-Site)                | 10 Marks             |

Minimum 70% marks required to qualify for further evaluation

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-U**

Operator Escalation Matrix

| <b>Particulars</b>                                  | <b>Time to respond</b>                   | <b>Details</b>                                    | <b>Contact</b>    |
|-----------------------------------------------------|------------------------------------------|---------------------------------------------------|-------------------|
| Single Point of Contact/Bank's Relationship manager | Immediately upon incident identification | Name :<br>Designation<br>Years of DC experience : | Email:<br>Phone : |
| First level of Escalation                           | After 10 minutes                         | Name :<br>Designation<br>Years of DC experience   | Email:<br>Phone : |
| Second level of escalation                          | After 20 Minutes                         | Name :<br>Designation<br>Years of DC experience   | Email:<br>Phone : |
| Third Level of escalation                           | 25 Minutes and above                     | Name :<br>Designation<br>Years of DC experience   | Email:<br>Phone : |

**Appendix-V**

Information Gathering Sheet

| <b><u>Section 1:</u></b><br><b><u>Requirement</u></b><br><b><u>Description</u></b> |                                           | Bank's Requirements                                                                                                                                                                                                                                                                 | Description                                                                                                                                                                                                                                                                                           | Bidder Response |
|------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>1.1</b>                                                                         | <b>Data Centre Space</b>                  | Total No. of Rack space: 1000 Racks<br>Average Density per rack : 10 kW consumed Power<br>Total IT Power : 10 MW<br>No. of 600 x 1200 mm racks (Indicative no.) : 850 racks (85%)<br>No of 800 x 1200 mm racks (Indicative no.) : 150 racks (15%)<br>Provision for racks : upto 56U | Floor layout Indicating Bank's area demarcated with Rack dimensions.                                                                                                                                                                                                                                  |                 |
| <b>1.2</b>                                                                         | <b>Dedicated Suite/Floor requirements</b> | Share Details of offered area.                                                                                                                                                                                                                                                      | a. Share floor numbers earmarked to the bank in the facility and racks deployed on each floor<br><br>b. Do you have any available space or capacity beyond Bank's requirement <b>on the same floor/s</b> being offered to the Bank ? If yes, please state No. of racks and total power capacity in MW | a.<br><br>b.    |
| <b>1.3</b>                                                                         | <b>Power Metering:</b>                    | Describe IT power monitoring on Rack level                                                                                                                                                                                                                                          | Please describe software/tools and meters to be used at the facility with real-time integrated cabinet level                                                                                                                                                                                          |                 |

|                                    |                               |                                                                                                                        |                                                                                                                                                                                |                 |
|------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|                                    |                               |                                                                                                                        | power monitoring with power consumption numbers                                                                                                                                |                 |
| 1.4                                | <b>Rooftop Antenna:</b>       | Provisioning for GPS and Network antenna                                                                               | Bank requires availability provision for this in case there is a need in the future. Bidder will have to provision for the trunking and cabling for this antenna when required |                 |
| 1.5                                | <b>Seating space</b>          | SBI requires 50 number of seats within the facility with air conditioned maintained at ambient temperature             | Please share layout of the seating space and the floor where this allocated.                                                                                                   |                 |
| 1.6                                | <b>Storage area</b>           | 1 Sq.Ft per rack ideally on respective floors with stacking option with sufficient security measures                   | Please indicate storage area on the floor layout and dimensions of the room.                                                                                                   |                 |
|                                    |                               |                                                                                                                        |                                                                                                                                                                                |                 |
|                                    |                               |                                                                                                                        |                                                                                                                                                                                |                 |
| <b><u>Section 2: Key Dates</u></b> |                               | Bank's Requirements                                                                                                    | Description                                                                                                                                                                    | Bidder Response |
| 2.1                                | <b>Ready for Service date</b> | The Bank would need Dust free ready built area with powered on racks for Day-1 deployment on or Before 31st March 2025 | Please share the exact RFS date for the project in DD/MM/YYYY format. Ready for service indicates fully commissioned Day-1 requirement with dust free environment              |                 |

|                                                    |                                                                                      |                                                                                                                                                                                                                                               |                                                                                                   |                  |
|----------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------|
| 2.2                                                | <b>Contract Start Date &amp; Ready for Service (RFS) Date (i.e. Vendor handover)</b> | Early access 1 month before RFS date                                                                                                                                                                                                          | Please share the exact early access date for the project DD/MM/YYYY format                        |                  |
| <b><u>Section 3: Network and Green Power</u></b>   |                                                                                      |                                                                                                                                                                                                                                               |                                                                                                   |                  |
|                                                    |                                                                                      | Bank's Requirements                                                                                                                                                                                                                           | Description                                                                                       | Bidder Response  |
| 3.1                                                | <b>Carrier Connections</b>                                                           | Availability of all ISPs servicing in India.<br>a. Enlist Existing ISPs at site/campus<br>b. Ability to allow new/other ISPs to enter the facility with no cost to bank (Yes/no)<br>c. List of public cloud connects available at site/campus | Bidder to share responses for a, b & c.                                                           | a.<br>b.<br>c.   |
| 3.2                                                | <b>Dedicated MMR</b>                                                                 | Bank will require two diverse paths coming into two separate MMRs on the bank floor/s which will be dedicated only for the Bank                                                                                                               | Please share layout highlighting allocated MMR and the floor where this allocated as per Annexure |                  |
| 3.3                                                | <b>Green Power</b>                                                                   | Please share following details<br>a. Allocated % of Green Power<br>b. Green Power Tariff (Locked-in price for entire contract term)                                                                                                           |                                                                                                   |                  |
| <b><u>Section 4: Rack Deployment timelines</u></b> |                                                                                      |                                                                                                                                                                                                                                               |                                                                                                   |                  |
| 4.1                                                | <b>Date/Year</b>                                                                     | <b>Provisioned Power &amp; rack space</b>                                                                                                                                                                                                     | <b>Reserved power and racks</b>                                                                   | Mandatory<br>Yes |
|                                                    | <b>Day 1/Year 1</b>                                                                  | 3MW across 300 racks                                                                                                                                                                                                                          | 7MW across 700 racks                                                                              |                  |
|                                                    | <b>Year 2</b>                                                                        | 3MW across 300 racks                                                                                                                                                                                                                          | 7MW across 700 racks                                                                              |                  |
|                                                    | <b>Year 3</b>                                                                        | 4.5MW across 450 racks                                                                                                                                                                                                                        | 5.5MW across 550 racks                                                                            |                  |

|                                           |                              |                                                                                                                                                                                                                                                                                                                    |                                                                                                       |                                        |
|-------------------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------|
|                                           | <b>Year 4</b>                | 6MW across 600 racks                                                                                                                                                                                                                                                                                               | 4MW across 400 racks                                                                                  |                                        |
|                                           | <b>Year 5</b>                | 7.5MW across 750 racks                                                                                                                                                                                                                                                                                             | 2.5MW across 250 racks                                                                                |                                        |
|                                           | <b>Year 6</b>                | 9MW across 900 racks                                                                                                                                                                                                                                                                                               | 1MW across 100 racks                                                                                  |                                        |
|                                           | <b>Year 7</b>                | 10MW across 1000 racks                                                                                                                                                                                                                                                                                             | -                                                                                                     |                                        |
|                                           |                              |                                                                                                                                                                                                                                                                                                                    |                                                                                                       |                                        |
|                                           |                              |                                                                                                                                                                                                                                                                                                                    |                                                                                                       |                                        |
| <b><u>Section 5: Facility Details</u></b> |                              | <b>Particulars</b>                                                                                                                                                                                                                                                                                                 | <b>Description</b>                                                                                    | <b>Bidder Response</b>                 |
| <b>5.1</b>                                | Proposed facility            | Please share the following details for the proposed facility<br>a. Name of the asset<br>b. Location of the asset (Postal address)<br>c. Total IT Capacity (MW)<br>d. Total available IT capacity<br>e. No. of floors (G+?)<br>f. Floor/s offered to the bank<br>g. Capacity and Rack space offered on each floor/s | Bidder to respond to a to g                                                                           | a.<br>b.<br>c.<br>d.<br>e.<br>f.<br>g. |
| <b>5.2</b>                                | Parking                      | Bank requires 5 car & 10 Bike parks within the premises, please confirm availability of the same                                                                                                                                                                                                                   | Please share layout                                                                                   |                                        |
| <b>5.3</b>                                | Tier 4/Rated 4 certification | Please share timelines (Month/Year) for either Uptime Tier IV or TIA 942 rated 4 certification for Bank's area. Note that the dates shall be within Bank's stipulated timelines as per RFP.                                                                                                                        | Submit your response in Month/Year format                                                             |                                        |
| <b>5.4</b>                                | Cooling                      | Colocation service provider shall always maintain following in the technical space of the bank<br>Temperature : 22 degrees +- 2 degrees<br>Humidity : Relative humidity to be maintained between 50% +- 10%                                                                                                        | Temperature to be measured at the Centre of the rack OR as per the final agreed terms with in the MSA |                                        |

|                   |                                                           |                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
|-------------------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| <p><b>5.5</b></p> | <p>Security<br/>Procedures<br/>Overview<br/>Statement</p> | <p>Requirements :<br/>-24x7 manned &amp; Visitor<br/>Management System<br/>-Under Vehicle Scanner/ Road<br/>blocker &amp; Boom Barriers<br/>-X ray baggage scanner<br/>-Bomb/RDx Detection system<br/>-Biometric accesses<br/>-Flap barriers on Ground floor<br/>-Man Trap<br/>-24x7 Security Guard hosted at the<br/>floor</p> | <p>Bidder to share<br/>compliance</p> | <p>Mandatory<br/>Yes</p> |
|-------------------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|

**Appendix-W**

Technical Infrastructure requirements

| <b><u>Section 1: M&amp;E Infrastructure</u></b> |                                                              | Redundancy                | Bidder Compliance<br>Yes/No | Justification to<br>Tier IV/ Rated 4<br>compliance (if<br>No) |
|-------------------------------------------------|--------------------------------------------------------------|---------------------------|-----------------------------|---------------------------------------------------------------|
| <b>1.01</b>                                     | Power Incomer (Ideally 220 KV Utility Grid Li-Lo Connection) | N+N                       |                             |                                                               |
| <b>1.02</b>                                     | Transformer                                                  | N+N                       |                             |                                                               |
| <b>1.03</b>                                     | HT Panel & Distribution                                      | N+N                       |                             |                                                               |
| <b>1.04</b>                                     | Distribution Transformer                                     | N+N                       |                             |                                                               |
| <b>1.05</b>                                     | LT Panels & Distribution                                     | N+N                       |                             |                                                               |
| <b>1.06</b>                                     | DG Set                                                       | N+N                       |                             |                                                               |
| <b>1.07</b>                                     | HSD Tanks fuel back up time                                  | 48 Hours                  |                             |                                                               |
| <b>1.08</b>                                     | UPS with 15 Mins Battery Backup                              | N+N                       |                             |                                                               |
| <b>1.09</b>                                     | PDU                                                          | N+N                       |                             |                                                               |
| <b>1.10</b>                                     | PAHU cooling Machine                                         | N+2                       |                             |                                                               |
| <b>1.11</b>                                     | Chilled Water System (Chiller, Pumps & Cooling Tower)        | N+1                       |                             |                                                               |
| <b>1.12</b>                                     | In-Line Thermal Storage Capacity                             | Minimum 5 mins available. |                             |                                                               |
| <b>1.13</b>                                     | Chilled Water Piping System                                  | N+N                       |                             |                                                               |



**Appendix-X**

Set of Documents to be submitted

| <b><u>Sr.No</u></b> | <b><u>1.Premises Documents</u></b>                                                    | <b><u>Details to be captured</u></b>                       | <b><u>Reference name and number to be used as Page heading in Operator submission</u></b>   | <b><u>Remarks</u></b>                                                                |
|---------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>1.01</b>         | MIDC Allotment letter/Registered agreement to Sale deed/Registered Agreement to lease | Ownership and tenure of the land and the facility          | X 1.1 MIDC Allotment letter/Registered agreement to Sale deed/Registered Agreement to lease |                                                                                      |
| <b>1.02</b>         | Construction commencement Certificate                                                 | Local administration approval on construction commencement | X 1.2 Construction commencement Certificate                                                 |                                                                                      |
| <b>1.03</b>         | Occupancy certificate                                                                 | Local administration approval on occupation of premises    | X 1.3 Occupancy certificate                                                                 | Part OC or Full OC                                                                   |
| <b>1.04</b>         | Power Sanction letter                                                                 | Total sanctioned power Capacity, Incomer line capacity     | X 1.4 Power Sanction letter                                                                 | From MSETCL/ MSEDCL/ TATA POWER/ ADANI Power                                         |
| <b>1.05</b>         | Environmental clearance certificate                                                   | Local administration approval on environmental clearance   | X 1.5 Environmental clearance certificate                                                   | Part OC or Full OC                                                                   |
| <b>1.06</b>         | TVRA report                                                                           | Threat vulnerability and risk assessment report            | X 1.6 TVRA report conclusion page                                                           | Detailed third party report to be made available upon request by the Consultant/Bank |
| <b>1.07</b>         | Air Quality assessment report                                                         | AQI Index and sulphur content                              | X 1.7 Air Quality assessment                                                                | Detailed third party report to be made available                                     |

|             |                                      |                                       |                                                              |                                                                                                                                                       |
|-------------|--------------------------------------|---------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                      |                                       | conclusion/results page                                      | upon request by the Consultant/Bank                                                                                                                   |
| <b>1.08</b> | Flood risk analysis                  | 100 years historical data on flooding | X 1.8 Flood risk analysis conclusion/results page            | Detailed third party report to be made available upon request by the Consultant/Bank                                                                  |
| <b>1.09</b> | Soil testing report                  | Soil Contamination details            | X 1.9 Soil testing conclusion/results page                   | Detailed third party report to be made available upon request by the Consultant/Bank                                                                  |
| <b>1.10</b> | Indoor Air Quality assessment report | HT Panel & Distribution               | X 1.10 Indoor Air Quality assessment conclusion/results page | Detailed third party report to be made available upon request by the Consultant/Bank                                                                  |
| <b>1.11</b> | ISO 27001                            |                                       | X 1.11 ISO 27001 Copy                                        | In case of Under construction/non-operational site, please submit a declaration to achieve this certificate within 9 months of Ready for service date |
| <b>1.12</b> | ISO 14001                            |                                       | X 1.12 ISO 14001 Copy                                        | In case of Under construction/non-operational site, please submit a declaration to achieve this certificate within 9 months of Ready for service date |
| <b>1.13</b> | ISO 20000                            |                                       | X 1.13 ISO 20000 Copy                                        | In case of Under construction/non-operational site, please submit a declaration to achieve this certificate within 9 months of Ready for service date |

|             |                                                 |                                                                                                                              |                                                        |                                                                                                                                                       |
|-------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.14</b> | SOC Type 1 & Type 2                             |                                                                                                                              | X 1.14 SOC Type 1& Type 2 Copy                         | In case of Under construction/non-operational site, please submit a declaration to achieve this certificate within 9 months of Ready for service date |
| <b>1.15</b> | ISO 22301                                       |                                                                                                                              | X 1.15 ISO 22301 Copy                                  | In case of Under construction/non-operational site, please submit a declaration to achieve this certificate within 9 months of Ready for service date |
| <b>1.16</b> | PCI-DSS                                         |                                                                                                                              | X 1.16 PCI-DSS Copy                                    | In case of Under construction/non-operational site, please submit a declaration to achieve this certificate within 9 months of Ready for service date |
| <b>1.17</b> | IS 1893: 1984 & SSAE 16                         |                                                                                                                              | X 1.17 IS1893:1984 & SSAE 16 Copies                    | In case of Under construction/non-operational site, please submit a declaration to achieve this certificate within 9 months of Ready for service date |
| <b>1.18</b> | Latest Electricity Bill for the Facility/Campus | DISCOM Power tariff being charged with detailed break up of all parameters including Base tariff, Demand charges, Taxes etc. | X 1.18 Latest Electricity Bill for the Facility/Campus | From MSETCL/ MSEDCL/ TATA POWER/ ADANI Power                                                                                                          |

|             |                              |                                                                                                                                                                                                               |                                                                                                       |                                                                                                                                                     |
|-------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.19</b> | Rated 4/Tier 4 Design        | Site characteristics as per standards, Power and cooling Design SLDs and justification for Tier 4/Rated 4 qualifications                                                                                      | X 1.19 Third party consultant's Design report OR Self attested Design report on Rated 4/Tier 4 design | Self Attested design report shall be signed by an Accredited Tier specialist (ATS) on Bidder's permanent payroll and the Bidder's signing authority |
| <b>1.20</b> | Project Delivery Gantt Chart | Gantt chart shall indicate actual dates of core and shell development, building finishes, equipment order, Equipment receipt, placement on floor, testing & commissioning, and Handover of space to Bank etc. | X 1.20 Project Delivery Gantt Chart                                                                   |                                                                                                                                                     |
| <b>1.21</b> | Other documents              | All other documents requested in various sections of this RFP                                                                                                                                                 |                                                                                                       |                                                                                                                                                     |

**Appendix-J**  
**Service Level Agreement**

*Note: Please take down model Service Level Agreement for procurement of IT Services available in the portal of IT Partner Relationships Department, duly edited as per specific requirement of RFP.*

**TEMPLATE VERSION-5.0**

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

**BETWEEN**

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

**AND**

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

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

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

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

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

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

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

*# This document is in the nature of a general template which needs customization depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also certain particulars such as commercials, penalties and details of the parties etc. are to be incorporated correctly while finalization of the contract. Reference notes under the draft should be deleted while publishing SLA.*

*In this regard, footnotes given in this document may please be referred to.*

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**ANNEXURE-A** .....Error! Bookmark not defined.

**ANNEXURE-B** .....Error! Bookmark not defined.

**ANNEXURE-C** .....Error! Bookmark not defined.

**ANNEXURE-D** .....Error! Bookmark not defined.

**ANNEXURE-E** .....Error! Bookmark not defined.

**ANNEXURE-F** .....Error! Bookmark not defined.

**ANNEXURE-G** .....Error! Bookmark not defined.

This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department,<sup>5</sup> hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

\_\_\_\_\_ <sup>6</sup> 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 \_\_\_\_\_

<sup>5</sup>Name & Complete Address of the Dept.

<sup>6</sup>Name & Complete Address ( REGISTERED OFFICE) of service Provider,

hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for \_\_\_\_\_ ;<sup>7</sup>
- (ii) \_\_\_\_\_ ;
- (iii) \_\_\_\_\_ ; and
- (iv) Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. **SBI/GITC/Data Centres & Cloud/2024/2025/1146** dated **24.05.2024** issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology

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<sup>7</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).



services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures:< Strike of whichever is inapplicable.>
- 1.1.2 “Confidential Information” shall have the meaning set forth in Clause 14.
- 1.1.3 Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata. *<Strike off if not applicable as per scope of services>*
- 1.1.4 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.5 “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the ..... (name of the Software/ Hardware/ Maintenance Services) *<Strike off whichever is inapplicable>*,<sup>8</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the ..... (Service)<sup>9</sup>, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database

<sup>8</sup> Name of Software/ Maintenance services

<sup>9</sup> Name of Software

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

- 1.1.6 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.7 “Project Cost” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.8 “Request for Proposal (RFP)” shall mean RFP NO. **SBI/GITC/Data Centres & Cloud/2024/2025/1146** dated **24.05.2024** along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.9 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.10 ‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

## **1.2 Interpretations:**

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.

- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

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

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (Effective Date).
- 1.3.2 This Agreement shall be in force for a period of 10 year(s) from Effective Date, with 5-year lock-in period. Unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_\_ years on the mutually agreed terms & conditions.

## 2. SCOPE OF WORK :

The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-A**.

## 3. FEES /COMPENSATION

### 3.1 Professional fees

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

3.2 All duties and taxes (excluding<sup>10</sup> \_GST\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

3.3 Service Provider shall provide a clear description quantifying the service

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<sup>10</sup> Please determine the applicability of the taxes.

element and goods element in the invoices generated by them.

### 3.4 Payments

- 3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.
- 3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

### 3.5 Bank Guarantee and Penalties

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of 10 year(s) 3 month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 3.5.2 The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned

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

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

3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>11</sup> specified in this Agreement.

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

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

#### **4. LIABILITIES/OBLIGATION**

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

- (i) Processing and authorising invoices
- (ii) \_\_\_\_\_

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

#### 4.2 Service Provider Duties

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
  - (c) Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
  - (d) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
  - (e) 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.
- (ii) Security Responsibility
  - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_

#### 5. REPRESENTATIONS & WARRANTIES

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

- 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
- 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

## **5.2 Additional Representation and Warranties by Service Provider**

- 5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.



- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.7 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.2.8 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed

time frame and without any additional cost to the Bank.

## **6. GENERAL INDEMNITY**

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

6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

## **7. CONTINGENCY PLANS**

Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

## **8. TRANSITION REQUIREMENT**

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue

to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of 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. Transition & Knowledge Transfer plan is mentioned in **Annexure-F**.

#### **9. LIQUIDATED DAMAGES**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to \_\_\_0.5% of total Project cost for delay of each week or part thereof maximum up to \_\_\_5% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

#### **10. RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall

be entitled to claim any absorption or any other claim or benefit against the Bank.

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

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

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

## **11. SUB CONTRACTING**

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

## **12. INTELLECTUAL PROPERTY RIGHTS**

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

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

12.3 Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages,

demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

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

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

### **13. INSPECTION AND AUDIT**

13.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and

or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

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

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

13.4 Service Provider shall grants unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

#### **14. CONFIDENTIALITY**

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

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

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

14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government

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

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

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

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

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
- (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the



other Party.

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

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

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

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

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

14.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **15. OWNERSHIP**

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

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

## **16. TERMINATION**

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

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

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

16.2 The Bank, after the Lock-in period of 5 years from effective date of this contract will have a full or partial exit option with a 6 months- written notice, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

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

- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
- (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was

considered eligible or successful, is found to be false, incorrect or misleading.

16.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

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

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

## **17. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

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

17.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

17.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

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

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

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

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

## **18. POWERS TO VARY OR OMIT WORK**

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

opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

## **19. WAIVER OF RIGHTS**

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

## **20. LIMITATION OF LIABILITY**

20.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

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

20.3 The limitations set forth in above mentioned sub-Clause 20.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12<sup>12</sup> (infringement of third party Intellectual Property Right);
- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of above mentioned sub-clause 20.3(ii) “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in

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<sup>12</sup> Please see Clause 12 ‘IPR Indemnification’

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.

## **21. FORCE MAJEURE**

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

21.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

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

## **22. NOTICES**

22.1 Any notice or any other communication required to be given under this



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

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

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

(a) In the case of the Bank

State Bank of India,  
Data Centres and Cloud Dept.,  
SBGITC, 2nd Floor, "C" Wing, Sector 11, CBD Belapur- 400614,  
Navi Mumbai

(b) In case of Service Provider

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

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

## **23. GENERAL TERMS & CONDITIONS**

23.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.

23.2 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news

releases etc., only after prior written approval from the Bank.

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

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

23.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

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

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

- (i) This Agreement;
- (ii) Annexure of Agreement;
- (iii) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
- (iv) RFP

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

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

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

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

**State Bank of India**

**By:**  
**Name:**  
**Designation:**  
**Date:**

\_\_\_\_\_ **Service Provider**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1.

1.

2.

2.

## ANNEXURE-A

Please refer Appendix-E

- a) Impose penalty on Service Provider as mentioned under **Annexure-E**.<sup>13</sup>
- b) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

### 1. Risk Management

Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

Service Complaints<sup>14</sup>

### 2. Appendix-E

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<sup>13</sup> Please mention relevant annexure.

<sup>14</sup> Describe in detail the service complain methodology for the services.

**ANNEXURE-B**

INFRASTRUCTURE MANAGEMENT METRICS

**Appendix-I to be added here upon contract finalisation**

**ANNEXURE-C**

SERVICE DESK SUPPORT METRIC *<strike off if not applicable>*

| SL no. | Service level category                                                     | Service level object                                                                                                                                  | Measurement range/criteria                                                                                 |
|--------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1.     | Call type level 1, <i>&lt;strike off which ever in not applicable&gt;</i>  | <i>&lt;.....(requirement)/ call escalated by sbi service desk to .....service provider’s team&gt; &lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
|        | Call type level 12, <i>&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....(requirement)/ call escalated by sbi service desk to .....service provider’s team&gt; &lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

SERVICE LEVEL REPORTING/ FREQUENCY<sup>15</sup> *<strike off if not applicable>*

| Report Name | Interval | Recipient | Responsible |
|-------------|----------|-----------|-------------|
|             |          |           |             |
|             |          |           |             |

*<Describe the service level reporting frequency and methodology>*

SERVICE REVIEW MEETING<sup>16</sup> *<strike off if not applicable>*

<sup>15</sup>The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

<sup>16</sup>The purpose of this section to describe the frequency of meeting and composition of service review board.

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

**ANNEXURE-D**

ESCALATION MATRICS<sup>17</sup> *<strike off if not applicable>*

| Service level Category                | Response/Resolution Time | Escalation thresholds                        |                 |                 |                 |
|---------------------------------------|--------------------------|----------------------------------------------|-----------------|-----------------|-----------------|
|                                       |                          | Escalation Level 1                           |                 | Escalation..... |                 |
|                                       |                          | Escalation to                                | Escalation Mode | Escalation to   | Escalation Mode |
| Production Support                    |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |
| Service Milestones                    |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |
| Infrastructure Management             |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |
| Application Development & Maintenance |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |

<sup>17</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, service provider operates a problem escalation procedure in order that any unresolved problems are notified to service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

|                      |  |                                                          |  |  |  |
|----------------------|--|----------------------------------------------------------|--|--|--|
| Information Security |  | <i>&lt;Name,<br/>designation<br/>contact<br/>no.&gt;</i> |  |  |  |
| Service Desk Support |  | <i>&lt;Name,<br/>designation<br/>contact<br/>no.&gt;</i> |  |  |  |



**ANNEXURE-E**

**To be added as per Appendix-I**

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

**1. Introduction**

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

**2. Objectives**

2.1 The objectives of this annexure are to:

- (1) ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.

**3. General**

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

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

3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access

to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

- 3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;
  - 3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
  - 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.
- 3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.
  - (2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with

the Bank.

- 3.4 If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:
- (1) Services for which rates already specified in the Agreement shall be provided on such rates;
  - (2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.
- 3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.
- 3.6 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.
- 3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.
- 3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank

and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

**4. Replacement SERVICE PROVIDER**

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

**5. Subcontractors**

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

**6. Transfer of Configuration Management Database**

6.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

**7. Transfer of Assets**

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

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

7.2 Within **1 (one)** month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the

“Required Assets”), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.

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

- (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;
- (2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
- (3) for the avoidance of doubt, the Bank will not be responsible for the Assets.

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

## **8. Transfer of Software Licenses**

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

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

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

the Parties will discuss alternative licensing arrangements.

**9. Transfer of Software**

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

- (a) Source Code (with source tree) and associated documentation;
- (b) application architecture documentation and diagrams;
- (c) release documentation for functional, technical and interface specifications;
- (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
- (e) Source Code and supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

**10. Transfer of Documentation**

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

**11. Transfer of Service Management Process**

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

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
  - (1) Incidents;

- (2) Problems;
- (3) Service Requests;
- (4) Changes;
- (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

**12. Transfer of Knowledge Base**

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

**13. Transfer of Service Structure**

- 13.1 **6 (six)** months prior to expiry or within **2 (two)** weeks notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:
- (a) archive of records including:
    - (1) Questionnaire Packs;
    - (2) project plans and sign off;
    - (3) Acceptance Criteria; and
    - (4) Post Implementation Reviews.
  - (b) programme plan of all work in progress currently accepted and those in progress;
  - (c) latest version of documentation set;
  - (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
  - (e) Source Code, application architecture documentation/diagram and other documentation;



- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

**14. Transfer of Data**

14.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

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

- (1) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or
- (2) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

**15. Training Services on Transfer**

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

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

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

- (1) A training strategy, which details the required courses and their objectives;
- (2) Training materials (including assessment criteria); and
- (3) a training plan of the required training events.

- 15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's \_\_\_\_\_ Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for \_\_\_\_\_ hours. Bank may enroll up to \_\_\_\_\_ of its staff or \_\_\_\_\_ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than \_\_\_\_\_ years of experience in operating \_\_\_\_\_ software system. SERVICE PROVIDER shall provide the \_\_\_\_\_ training without any additional charges.
- 16. Transfer Support Activities**
- 16.1 **6 (six)** months prior to expiry or within **10 (ten)** Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.
- 16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:
- (1) a timetable of events;
  - (2) resources;
  - (3) assumptions;
  - (4) activities;
  - (5) responsibilities; and
  - (6) risks.
- 16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:
- (a) Change Request log;
  - (b) entire back-up history; and

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

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

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

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

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

**17. Use of Bank Premises**

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

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

\_\_\_\_\_XXXX\_\_\_\_\_

**ANNEXURE-G**

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