REQUEST FOR PROPOSAL (GLOBAL TENDER)
FOR SUPPLY, INSTALLATION,
COMMISSIONING AND MAINTENANCE OF SERVERS & STORAGE

Ref: IT Cloud Solutions/FY:2025-26/RFP/1371 Dated: 05/08/2025

IT – Cloud Solutions Department
State Bank of India, Main Building,
Global IT Center, 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. Sajan Issac Designation: Deputy General Manager Email ID: dgmit.cs@sbi.co.in Contact Address: IT-Cloud Solutions, State Bank Global IT Centre, CBD Belapur, Navi Mumbai-400614 Contact Number: 022-27537755 Name: Mr. Srinu Naik Desavath Designation: Manager Email Id: srinu.desavath@sbi.co.in Contact Address: IT-Cloud Solutions, State Bank Global IT Centre, CBD Belapur, Navi Mumbai-400614 Contact Number: 9449840197 Name: Mr. Sandeep Kumar Maurya Designation: Manager Email ID: sandeep.maurya@sbi.co.in Contact Address: IT-Cloud Solutions, State Bank Global IT Centre, CBD Belapur, Navi Mumbai-400614 Contact Number: 9786815848
2	Bid Document Availability including changes/amendments, if any to be issued	Bid document will be available on e-Procurement Technology(ePTL), Bank's website https://bank.sbi/web/sbi-in-the-news/procurement-news from 05/08/2025 onwards.
3	Last date for requesting clarification	Up to 17:00 on 11/08/2025 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 16:00 to 17:00 on 18/08/2025 through online meeting.

Sl No	Particulars	Remarks
		Venue: Pre-Bid meeting will be held Online and participants are requested to attend the meeting Online. Those who are interested in participating in the pre-bid meeting should share the participant details to email-id dgmit.cs@sbi.co.in sandeep.maurya@sbi.co.in srinu.desavath@sbi.co.in The meeting link will be shared to the participant to participate in the virtual meeting. Pre bid query format is placed in Appendix-O. Bidder's need to send pre bid queries in prescribed format to below mail IDs: dgmit.cs@sbi.co.in sandeep.maurya@sbi.co.in srinu.desavath@sbi.co.in
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	By 21/08/2025
6	Last date and time for Bid submission	Up to 17:00 on 05/09/2025
7	Address for submission of Bids	https://etender.sbi
8	Date and Time of opening of Technical Bids	17:30 on 05/09/2025 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.

Sl No	Particulars	Remarks
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	Tender Fee	Rs. 25,000/- Amount should be deposited in 1. Account Name: Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- NEFT only. 2. Account Name: System Suspense Branch Parking A/C Account: No. 37608352111 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- intra-bank transfer (SBI to SBI only) Tender fee will be non-refundable
12	Earnest Money Deposit	Rs. 2.00 Crore Amount should be deposited in 1. Account Name: Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- NEFT only. 2. Account Name: System Suspense Branch Parking A/C Account: No. 37608352111

Sl No	Particulars	Remarks	
		IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- intra-bank transfer (SBI to SBI only) Or EMD should be in the form of a bank guarantee. EMD shall be valid up to 180 days from bid submission date. **Bidder should deposit EMD and Tender Fee separately.**	
13	Bank Guarantee	3% of Order Value.	Performance Security in form of BG should be valid for Seven year(s) and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	Web Portal: https://etender.sbi Sujith Nair – 7990334985 Email - sujith@eptl.in	

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2. INVITATION TO BID:

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 Servers and Storage. For the purpose of RRBs, the reference of "SBI/ the Bank/ SBG" made in this document shall be construed as reference to respective RRB and Agreements will have to be executed separately between successful bidder(s) and respective RRB. The successful bidder is required to complete all formalities with each RRB separately which are required to be performed for SBI including submission of separate performance Bank guarantee (PBGs) to each RRB. However, only one EMD needs to be submitted against this document.

i. In order to meet the IT hardware requirements, the Bank proposes to invite online Bids from eligible Bidders to undertake supply, installation, commissioning and maintenance of IT hardware as per details/scope of work mentioned in **Appendix-E** of this RFP.

ii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

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

iv. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Product and **S**ervice**s** desired in this RFP.

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

vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Product and **S**ervice**s** for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed **S**ervice**s** adhering to Bank's requirements outlined in this RFP.

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. This RFP is issued for the capacity enhancement of Bank's private cloud in terms of servers and storage. Accordingly, the procurement comprises of two distinct items: Servers and a Storage Solution. Accordingly, the Scope of Work, Technical Specifications, Penalties, Performance Bank Guarantee (PBG) requirements, and other relevant terms are defined separately for each item. There will be two separate reverse auctions conducted—one for Servers and another for the Storage Solution—to enable transparent price discovery. Bidders may choose to participate in either one or both of the procurements. This choice must be clearly indicated in their

response to the RFP. However, only a single bid submission is required, regardless of whether the bidder is participating in one or both procurements.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

1. DEFINITIONS:

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

i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.

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

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

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

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

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

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

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

ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of Product.

x. **Severs** – Used for all category of servers including GPUs.

xi. **Storage/Storage Solution** – Used for combination of SAN Storage, SAN Switches, Modules and Manpower.

4. SCOPE OF WORK:

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

5. ELIGIBILITY AND TECHNICAL CRITERIA:

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

(a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with options of multiple OEMs shall also be considered Bid submitted on behalf of multiple OEMs.

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

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

6. COST OF BID DOCUMENT:

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

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

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-O** at the address/by e-mail within the date/time mentioned in the Schedule of Events. Please note that all pre-bid queries must be submitted strictly within the date and time specified in the RFP schedule. Any queries, clarifications, or suggestions received after the stipulated deadline will not

be entertained or responded. This condition applies to all forms of communication, including but not limited to emails, letters, or verbal requests. Bidders are advised to ensure timely submission of all their queries within the defined pre-bid window, as no exceptions will be made.

ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.

iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.

ii. EMD is required to protect the Bank against the risk of Bidder's conduct.

iii. The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-R**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

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

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

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

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

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

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

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

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

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

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

10. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **Supply, Installation, Commissioning and Maintenance of servers & storage** in response to the **RFP No. 1371 dated 04/08/2025**. 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) Detailed explanation of functioning of hardware/firmware. Licensing details of operating software/firmware.

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

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

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

(k) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11 "*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause (ii).

(l) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl No 2 of Eligibility Criteria under Appendix-B.

ii. **Indicative Price Bid for** providing of **Supply, Installation, Commissioning and Maintenance of servers & storage** in response to the **RFP No. 1371** dated **04/08/2025** 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.

11. DEADLINE FOR SUBMISSION OF BIDS:

i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".

ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition,

the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Sl No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.

iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.

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

iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

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

i. Bid shall remain valid for duration of 24 calendar months from Bid submission date.

ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 24 calendar months from the date of initial Purchase Order.

iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price

will not entitle the Bidder to revise/modify the Bid document.

iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.

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

iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each

Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.

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

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

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

16. TECHNICAL EVALUATION:

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

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

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.

ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.

iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and

must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.

v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.

vi. Errors, if any, in the price breakup format will be rectified as under:

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

(c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.

ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

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

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

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is '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-I** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be.

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

iv. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder 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. CHANGE IN ORDERS:

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

(a) Method of shipment or packing;

(b) Place of delivery;

(c) Quantities to be supplied subject to 25% above or below the originally declared quantities/mentioned in purchase order.

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

23. CONTRACT AMENDMENT:

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

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

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

25. BANK GUARANTEE:

i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-J** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

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

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

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

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

27. DELIVERY, INSTALLATION AND COMMISSIONING:

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

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

iii. Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-E** of this document.

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

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

operationalisation.

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

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

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

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

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

(d) Insurance Certificate.

(e) Manufacturer's warranty certificate.

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

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

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

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

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

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

28. SERVICES:

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

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

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

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

v. Service Provider shall obtain a written permission from the Bank before applying

any of the patches/ upgrades/ updates. Service Provider has to support older versions of the OS/firmware/middleware etc in case the Bank chooses not to upgrade to latest version.

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

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

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

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

29. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

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

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

iii. During the support period (warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing

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

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

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

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

vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

(a) Diagnostics for identification of systems failures

(b) Protection of data/ Configuration

(c) Recovery/ restart facility

(d) Backup of system software/ Configuration

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

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

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

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

30. PENALTIES/SLA CONDITIONS:

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

31. RIGHT TO VERIFICATION:

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

32. INSPECTION AND TESTING:

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

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

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

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

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

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

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

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

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

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

33. RIGHT TO AUDIT:

i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the

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

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

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

iv. Service provider shall grants 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.

34. SUBCONTRACTING:

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

35. INSURANCE:

i. The insurance shall be for an amount equal to 100 percent of the value of the

Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination.

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

(a) initiate and pursue claim till settlement and

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

36. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 7 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

37. LIMITATION OF LIABILITY:

i. The maximum aggregate liability of Service Provider, subject to 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.

38. CONFIDENTIALITY:

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

39. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

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

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

iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

40. SERVICE PROVIDER'S OBLIGATIONS:

i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic

principles and exercising all means available to achieve the performance specified in the Contract.

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

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

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

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

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

vii. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.

viii. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

ix. Service Provider agrees to comply with the guidelines contained in the Bank's IT Outsourcing Policy / IT Procurement Policy or any other relevant policy (ies) of the Bank, including any amendment thereto, along with compliance to all the Laws of Land and Statutory/Regulatory rules and regulations in force or as and when enacted during the validity period of the contract.

41. TECHNICAL DOCUMENTATION:

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

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

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

42. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

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

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

iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider,

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

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

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

43. LIQUIDATED DAMAGES:

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

44. CONFLICT OF INTEREST:

i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects

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

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

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

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

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

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

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

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

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

45. CODE OF INTEGRITY AND DEBARMENT/BANNING:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

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

(a) "**corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) **"Coercive practice"** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(d) **"Anti-competitive practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

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

v. **Debarment/Banning**

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

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

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

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

(b) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank under Clause *45" CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i)* hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to

participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

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

46. TERMINATION FOR DEFAULT:

i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
   (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
   (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
   (c) Violations of any terms and conditions stipulated in the RFP;
   (d) On happening of any termination event mentioned in the RFP/Agreement.

   Prior to providing a written notice of termination to Service Provider under abovementioned sub-clause *(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 Product and / or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Service Provider or to the Bank.

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

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

vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any

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

47. FORCE MAJEURE:

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

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

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

iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party.

Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

48. TERMINATION FOR INSOLVENCY:

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

49. TERMINATION FOR CONVENIENCE:

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

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

50. DISPUTES RESOLUTION:

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 the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

ii. Service Provider shall continue work under the Contract during the dispute resolution 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 competent court is obtained.

51. GOVERNING LANGUAGE:

The governing language shall be English.

52. APPLICABLE LAW:

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

53. TAXES AND DUTIES:

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

ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **(Appendix-F).**

iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**

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

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

vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):

(a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.

(b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.

(c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.

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

54. TAX DEDUCTION AT SOURCE:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall 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.

55. TENDER FEE:

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

56. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

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

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

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

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

57. NOTICES:

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

Part-II

Appendix –A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI:xx:xxdated dd/mm/yyyy

~~~~~~

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

We, the undersigned, hereby declare that we are participating in the RFP for procurement of (i) **Servers** and/or (ii) **Storage Solution** (strike out whichever is not applicable). We understand that the Scope of Work, Technical Specifications, Penalty Clauses, and Performance Bank Guarantee (PBG) requirements are separate for each item, and we unconditionally accept the same. We further confirm that we are submitting a **single consolidated bid**, irrespective of our participation in one or both procurements.

i. While submitting this Bid, we certify that:

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

- We have quoted for all the Products/Services mentioned in this RFP in our indicative price Bid.
- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

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

iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, 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-M** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.

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

ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.

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

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

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

xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.

xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.

xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.

xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

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

_____

(Signature) *(Name)*

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____

Seal of the company.

Appendix-B

Bidder's Eligibility Criteria

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

S. No.	Eligibility Criteria	Compliance (Yes/No only)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India. or b.1 The Foreign Manufacturer/Entity of the tendered items must be a legally registered entity in its country (e.g., Private Limited, Public Limited, LLC, LLP) and must have a valid Company Registration Certificate (e.g., Certificate of Incorporation). And b.2 its Indian Selling system integrator/agent/Dealer/Distributor must be authorized by the Foreign Manufacturer of the tendered items and must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public		Bidder should specifically certify in **Appendix A** in this regard and provide copy of registration certificate issued by competent authority wherever applicable.

	Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		
3.	Server: The Bidder must have an average turnover of minimum Rs. 250 Crore during last 03 (three) financial year(s) i.e. FY21-22 FY22-23 and FY23-24. Storage: The Bidder must have an average turnover of minimum Rs. 200 Crore during last 03 (three) financial year(s) i.e. FY21-22 FY22-23 and FY23-24.		Copy of the audited financial statement for required financial years.
4.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
5.	Bidder should have experience of minimum 3 years in providing the supplying enterprise grade servers and/or storage.		Copy of the order and / or Certificate of completion of the work.
6.	**Bidder's Project Experience for Servers:** The bidder must have successfully executed/completed supply of enterprise grade servers, over the last five years i.e. the current financial year and the last five financial years with following project cost: - a) Three similar completed project costing not less than the Rs. 100 Cr. Or Two similar completed project costing not less than the Rs. 125 Cr Or		a. Bidder should specifically confirm on their letter head for the respective OEM as per Appendix-P1. b. Bidder to share Purchase orders or project completion certificate as proof of supply or reference for the respective OEM.

	One similar completed project costing not less than the Rs. 200 Cr b. At least one client references in BFSI/PSU/Govt Sector for supply of enterprise grade servers etc of any make in above mentioned period.		
8	**Server OEM Experience -** **Turnover -** Turnover - Average turnover of minimum Rs. 400 Crore during last 03 (three) financial year(s) **Prior Experience-** minimum 3 years of supplying enterprise grade servers **Project Experience:** a. In last five years should have supplied servers amounting to minimum Rs. 200 Cr in a maximum of total three orders. b. At least one client references in BFSI/PSU/Govt Sector for supply of enterprise grade servers in last five years		a. Bidder should specifically confirm on their letter head for the respective OEM as per Appendix-P1. b. Bidder to share Purchase orders or project completion certificate as proof of supply or reference for the respective OEM. c. Copy of the audited financial statement for required financial years and a declaration of compliance.
9	**<u>Bidder's Project Experience for Storage:</u>** a. The bidder must have successfully executed/completed supply of enterprise grade storage, over the last five years i.e. the current financial year and the last five financial years: - a) Three similar completed project costing not less than the Rs. 80 Cr Or Two similar completed project costing not less than the Rs. 100 Cr		a. Bidder should specifically confirm on their letter head for the respective OEM as per Appendix-P1. b. Bidder to share Purchase orders or project completion certificate as proof of supply or reference for the respective OEM.

	Or One similar completed project costing not less than the Rs. 160 Cr b. At least one client references in BFSI/PSU/Govt Sector for supply of enterprise grade IT equipment such as servers or storage or network equipment etc. of any make in above mentioned period.		
10	**Storage OEM Experience-** **Turnover -** Turnover - Average turnover of minimum Rs. 350 Crore during last 03 (three) financial year(s) **Prior Experience-** minimum 3 years of supplying enterprise grade storage **Project Experience:** a. In last five years should have supplied storage amounting to minimum Rs. 150 Cr in a maximum of total three orders. b. At least one client references in BFSI/PSU/Govt Sector for supply of enterprise grade servers in last five years		a. Bidder should specifically confirm on their letter head for the respective OEM as per Appendix-P1. b. Bidder to share Purchase orders or project completion certificate as proof of supply or reference for the respective OEM. c. Copy of the audited financial statement for required financial years and a declaration of compliance.
11.	Certification Requirements		a. Copy of valid certificates from OEM for authorized partnership (MAF-Manufacturer Authorization Form) specific to this RFP. b. Bidder should also submit a Sustainability certificate from the OEM.

12.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.
13.	Bidders and/or OEM 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/OEM should specifically certify in **Appendix A** in this regard.
14.	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.		Bidder should specifically certify in **Appendix A** in this regard.
15.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in **Appendix A** in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. Compliance should be submitted in Yes/No (standard way), qualified or ambiguous or non-standard compliance will lead to disqualification of bid.

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

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

Name & Signature of authorised signatory
Seal of Company

Appendix-C

Technical & Functional Specifications

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

A. Rack Servers (Category 1)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	132	
3.	Processor	Intel 6548Y+ or AMD EPYC 9334 (32 cores each socket, dual socket-64 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 1.5 TB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s.	
		On Day One (with 1.5 TB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 2 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should support scalability for at least 2 TB without having to replace the existing DIMMs	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR)	

		capability for higher reliability or equivalent technology.	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System with RAID	2 x 960 GB M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal SSD Disk	1 x 960 GB M2 SSD drives or higher	
9.	Enterprise class Internal NL SAS Disk	16 x 4 TB NL SAS or higher enterprise class disk	
10.	Enterprise class Internal Nvme Disk	1 x 4 TB NVMe or higher enterprise class disk	
11.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy also Should	
		support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
12.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

B. Rack Servers (Category 2)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	

2.	Quantity	391	
3.	Processor	Intel 6548Y+ or AMD EPYC 9334 (32 cores each socket, dual socket-64 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 1.5 TB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s	
		On Day One (with 1.5 TB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 2 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	
		Should support scalability for at least 2 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 GB M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal NL SAS Disk	14 x 8TB NL SAS or higher enterprise class disk	

9.	Enterprise class Internal Nvme Disk	1 x 7.68 TB NVMe and 2 x 3.84 TB NVMe or higher enterprise class disk	
10.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
11.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

C. Rack Servers (Category 3a)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	22	
3.	Processor	Intel 6517P or AMD 9135 (16 cores each socket, dual socket-32 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 512 GB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s.	
		On Day One (with 512 GB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 1 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is	

		permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	
		Should support scalability for at least 1 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal Nvme Disk	8 x 960 GB NVMe or higher enterprise class disk	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

D. Rack Servers (Category 3b)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	37	
3.	Processor	Intel 6527P or AMD 9255 (24 cores each socket, dual socket-48 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 1 TB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s	
		On Day One (with 1 TB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 2 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	
		Should support scalability for at least 2 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	

7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal Nvme Disk	12 x 7.68 TB NVMe or higher enterprise class disk	
9.	Enterprise class Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

E. Rack Servers (Category 4)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	18	
3.	Processor	Intel 6527P or AMD 9255 (24 cores each socket, dual socket-48 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 512 GB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s	

		On Day One (with 512 GB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 1 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	
		Should support scalability for at least 1 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal Nvme Disk	2 x 7.68 TB NVMe or higher enterprise class disk	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE).	

		One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

F. Rack Servers (Category 5)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	8	
3.	Processor	Intel 6517P or AMD 9135 (16 cores each socket, dual socket-32 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 512 GB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s On Day One (with 512 GB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 1 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	

		Should support scalability for at least 1 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal NL SAS Disk	2 x 4 TB NL SAS or higher enterprise class disk	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

G. Rack Servers (Category 6)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	8	
3.	Processor	Intel 6517P or AMD 9135 (Single Socket 16 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	

5.	Memory	Each Server should be installed with minimum 256 GB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s	
		On Day One (with 256 GB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 1 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	
		Should support scalability for at least 1 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System with RAID	2 x 960 GB M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal SSD Disk	2 x 480 GB M2 SSD drives or higher	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	

		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 3 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

H. Rack Servers (Category 7)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	15	
3.	Processor	Intel 6517P or AMD 9135 (16 cores each socket, dual socket-32 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 256 GB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s	
		On Day One (with 256 GB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 1 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and	

		post-package repair (PPR) capability for higher reliability or equivalent technology.	
		Should support scalability for at least 1 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal NVMe Disk	6 x 1.92 TB NVMe or higher enterprise class disk	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

I. Rack Servers (Category 8)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	61	
3.	Processor	Intel 6745P or AMD 9335 (32 cores each socket, dual socket-64 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	

5.	Memory	Each Server should be installed with minimum 2 TB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s	
		On Day One (with 2 TB installed), the memory must operate at a minimum effective speed of 4800 MT/s.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal NVMe Disk	3 x 1.92 TB NVMe or higher enterprise class disk	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	

10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

J. Rack Servers (Category 9)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	78	
3.	Processor	Intel 6745P or amd 9335 (32 cores each socket, dual socket-64 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 256 GB Memory DDR5 or higher RDIMM with 5600 MT/s memory speed.	
		On Day One (with 256 GB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 512 GB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	
		Should support scalability for at least 512 GB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	

7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 GB M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	Enterprise class Internal NVMe Disk	3 x 7.68 TB NVMe or higher enterprise class disk	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 6 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

K. Rack Servers (Category 10)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	4	
3.	Processor	Intel 6527P or AMD 9255 (24 cores each socket, dual socket-48 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 512 GB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s	

		On Day One (with 512 GB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 1 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent technology.	
		Should support scalability for at least 1 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	HBA card	Each server must be equipped with two 32G dedicated Fibre Channel SAN storage connectivity ports, distributed across two cards, and supporting both Fibre Channel (FC) and NVMe over Fabrics (NVMeoF) protocols.	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	

		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

L. Rack Servers (Category 11)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1.	Form Factor	Rack Servers	
2.	Quantity	16	
3.	Processor	Intel 6517P or amd 9135 (16 cores each socket, dual socket-32 cores)	
4.	Chipset	Latest Enterprise Server Class Chipset	
5.	Memory	Each Server should be installed with minimum 256 GB Memory DDR5 or higher. Each individual RDIMM module should have minimum memory speed of 5600 MT/s	
		On Day One (with 256 GB installed), the memory must operate at a minimum effective speed of 4800 MT/s. After upgrading to 1 TB, the effective memory speed must not fall below 4800 MT/s. A maximum acceptable degradation from 5600 MT/s to 4800 MT/s is permitted due to system design or memory controller constraints.	

		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare or Advanced Memory Protection features like Advanced Memory Device Correction (AMDC) and post-package repair (PPR) capability for higher reliability or equivalent Technology.	
		Should support scalability for at least 1 TB without having to replace the existing DIMMs	
6.	RAID Controller	RAID Controller supporting RAID 0 and 1	
7.	Enterprise class Internal SSD Disk For Operating System	2 x 960 M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system.	
8.	HBA card	Each server must be equipped with two 32G dedicated Fibre Channel SAN storage connectivity ports, distributed across two cards, and supporting both Fibre Channel (FC) and NVMe over Fabrics (NVMeoF) protocols.	
9.	Ethernet Controller	The bandwidth required for network per server is minimum 4 x 25 G per server that must be partitioned across minimum two cards to provide card level redundancy.	
		Should support RDMA over Converged Ethernet (RoCE). One (1) NIC or Remote Management of the server hardware.	
10.	Expansion Slots	Minimum 4 PCIe 4.0/5.0 Type based x16 Slots supporting Ethernet, FC adapters	

M. Rack Servers (Category 12)

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1	Form Factor	Rack Servers	
2	Quantity	10	
3	Server type	AMD 9535 or Intel 6767P (64 cores each socket, dual socket-128 cores)	
4	GPU	Each Node must be configured with Nvidia 8 x B200 180 GB GPUs (SXM) connected via Nvidia Nvlink with NV Switch. Solution should come with all required licenses (including Nvidia AI enterprise / equivalent) for GPU slicing with VMware, Nvidia enterprise tech support, training, Inferencing etc.	
5	Chipset	Latest Enterprise Server Class Chipset	
6	Memory	Each Server should be installed with minimum 3 TB Memory DDR5 or higher RDIMM	
		Should provide Advanced Memory Protection features like multi-bit error correction, memory mirroring, and memory spare for higher reliability.	
7	RAID Controller	RAID Controller supporting RAID 0 and 1	
8	Enterprise class Internal Storage	Minimum 2 x 960 GB M2 SSD drives or higher having capability to be used as Mirror Disk with Above RAID controller for installing the operating system hypervisor and 8 * 15.xx TB NVMe drives per node.	

9	Ethernet Controller	The bandwidth requirement is as below: Frontend: - In band + Storage Network:- 2 * 200 G Nvidia BF3 NIC per Server. The 2x200 G network should be splitable in 10/25 G network ports to accommodate the required bandwidth with existing Top of the rack switches. In case splitting is not possible, bidder must provide suitable intermediary switches to connect with Top of the Rack Switch. Backend: - 8x400G per server (GPU to GPU using InfiniBand/Ethernet switches and CX7 NIC). The InfiniBand/Ethernet switches needs to be supplied by bidder.	
		One (1) NIC or Equivalent port dedicated for Remote Management of the server hardware.	
10	Expansion Slots	Minimum 10 PCIe 5.0 Type based x16 Slots supporting Ethernet, .	

For all the categories of the servers mentioned above i.e. from Category 1 to Category 12, the bidder must comply with the specifications below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

Sr. No	Feature	Technical Specifications/Requirements	Compliance (Y/N)
1	Ports	One (1) USB 3.0 port for connecting USB drives	
2	Industry Standard Compliance	ACPI 5.1 Compliant, PCIe 5.0 / 4.0 Compliant; WOL/equivalent technology Support; Microsoft/ VMware/ RHEL Certifications; USB 3.0 support or better.	
3	Operating System	Should be Compatible with Latest Windows server, Red Hat Linux/Openshift and	

		VMware ESXi Server version 8.0 U3/VCF 5.2.x and all later/upgraded/higher versions. Also, the supplied hardware should support all version upgrades coming in next 7 years. If hardware supplied by selected OEM is not compatible with these releases during 7 years from date of commissioning, bidder need to replace hardware with compatible VMware, Windows server, Red Hat Linux/Openshift release without any additional cost to the Bank.	
4	Manageability	Should provide unified management suite that can monitor, configure and manage all the servers from the OEM dashboard deployed in the data center. Required Licenses has to be provided.	
5	Remote Management	Should be able to manage the server and get access to critical information about the health of the server from any remote location with the help of standard web browser.	
		Integrated management ASIC with dedicated RJ45 port or chip providing out of band access.	
		Hardware based and OS independent remote management. Remote management should support remote power on/off of the server and should have the capability to boot the server from remote CDROM drive or an image of the same.	
		Should be possible to remotely manage each server individually. Should support access rights for administrators for each server individually.	
	Warranty/AMC	5 years Warranty and 2 years AMC - 24x7 comprehensive onsite support from OEM with maximum 2 hours response time with 6 hours Call to Resolution including part replacement, access to OEM support portal, OEM technical support on 24X7X365 basis. Highest Level of Proactive and Reactive	

6		support covering Half yearly Firmware analysis, and Proactive Health analysis. All the disk/SSD/NVME components (Data Drives) including faulty disk components will be property of the bank and will not be returned to OEM/SI.	
7	Homogenous Make and Model	Server Make, Model, and Processor Uniformity Requirements Uniform Server Make (Brand): All servers quoted and supplied must be of the same make (brand) to ensure uniformity in deployment, support, and maintenance. Model Consistency Within Categories: For each category of servers, the model numbers must be identical. This is required to maintain consistency in configuration, compatibility, and performance across the environment. Mandatory Specification Disclosure: The make and model of each server proposed for each category must be clearly specified in the proposal submitted along with the bid response. Processor Uniformity: All servers across all categories must use processors from the same manufacturer, i.e., either Intel or AMD, to ensure system-wide compatibility.	
8	Power Supply	The servers should have 80 Plus Platinum certified power supplies and should provide GRID level redundancy.	

N. Storage:

S/N	Area	Particulars	Production Storage - Category 1	Compliance (Y/N only)
1	Capacity and scalability	Usable Capacity	1. Total 20 Peta Bytes (PB) (10 PB at PR site and 10 PB at DR site) usable storage space, NVMe drive based storage array for two sites. Usable storage space means storage calculated after RAID 6 or equivalent and without deduplication/compression and excluding hot-spare.	
		Scalability	2. Proposed solution should be scalable to minimum 25% i.e. should support expansion up to 12.5 PB usable capacity on each site by adding additional disks only.	
		Quantity and Location	3. The bidder shall quote for a total of four (4) storage systems each at the Primary Data Center (DC) and Disaster Recovery (DR) site respectively. 4.All storage systems provided must be homogenous in all aspect. Each storage system must be configured with maximum of 2.5 PB usable capacity per Storage on day one. Therefore, the bidder shall quote for 2.5 PB × 4 storage systems per site. 5. Each storage system shall be offered in its maximum scalable configuration as per OEM design, ensuring the highest levels of performance, availability, and throughput. This includes fully populating all controller nodes/modules/enclosures, along with redundant power, fabric, cache, and other critical components.	
2	Performance	IOPS, Throughput and Latency	6. Each individual storage system must provide a minimum of 30 million IOPS using a 8KB block size,100%Random read hit as validated through an official datasheet or vendor web link. Accordingly, the total	

			performance capacity per site for all storage system (DC and DR) must be no less than 120 million IOPS (SI along with OEM need to perform the test onsite after delivery with enterprise level IO test tool as part of acceptance of the solution).	
		Cache size	7. Four controller HA pair should have minimum 2 TB global cache.	
		Disk Size	8. Maximum size of each NVMe storage drive should be less than 18.xx TB with TLC (Triple Level Cell) drives only	
3	Reliability and Availability	RAID	9. Proposed solution must have RAID controller that support RAID 6, RAID 5 and RAID 10 or equivalent.	
4	Number of Racks and controllers	Controllers	10. A single storage system must support at least 12 controllers in a symmetric active-active architecture with a global cache architecture across controllers.	
5	Reliability and Availability	Data Loss	1. The storage solution should support NO data loss in any case.	
		Availability	2. Storage Solution should be an enterprise storage array with 99.9999% data availability and uptime guaranteed with per HA Pair/Quad architecture on yearly basis.	
		Scalability	3. The Proposed solution array must allow online expansion of existing RAID Groups / Storage Disk Pools	
		Mean Time for Failure	4. The mean time between failures for HA components like Controller should be Five Years The mean time between failures for less critical components like Hard Disks should be Two Years	
		Data Durability	5. There should not be any data loss in any condition even during failures and disasters	
		Redundancy	6. Proposed solution should have active-active host connectivity with redundant controllers. All controllers should symmetric active – active with global cache and failure	

			of controller should not impact operations even in real time.	
6	Security	Encryption	7. The Proposed solution should provide self-encrypting drives or Data Encryption at Rest that are AES256, FIPS 140 - 2 and other industry leading encryption algorithm or standards compliant. The proposed encryption should not impact performance.	
		Access Control	8. Storage solution must support role-based access control	
		Security Protocols	9. Management Connectivity should be on secure protocol	
7	Management, Monitoring and Third-party product integrations		10. Management software must include both GUI and CLI tools	
			11. Storage solution must include necessary management packs for integration with Aria Operations and should support integrations with Monitoring tools like Dynatrace, Appnomics etc.	
			12. Storage solution must include PowerShell plugins for command line operation and scripting.	
			13. Storage solution must include necessary storage plugins (CSI) and licenses for use with container and Kubernetes based workloads.	
			14. Storage solution must support system log redirection to Aria Operations for Logs (erstwhile vRealize Log Insight).	
			15. Storage should provide dashboard with performance data with per second sampling basis. Capability should be available for providing dashboard access to end users if required	
			16. SI and OEM must adhere to bank's ISD policy and include necessary hardening guidelines as proposed by the bank. Any deviation on the same must be closed by the	

			OEM in a timely manner with well-defined ETA.	
8	Number of Racks		17. The proposed solution should accommodate in maximum 630U (maximum 14 racks size i.e. 35U X 14) at each site. Bidder should try to accommodate the solution in given number of racks, in case the solution mandatorily requires additional racks, upto 10% extra racks may per permitted.	
		Compatibility	18. The proposed storage solution must be fully compatible with Commvault Backup and Broadcom (VMware) softwares as well as other industry leading backup, virtualization and cloud software's during the entire contract period. The bidder will be completely responsible for end-to-end integration of the proposed solution with the existing setup	
		RAID	19. NVMe disk Raid should be formed with maximum 18 drives in Single RAID Group (16D+2P).	
		Protocols	20. Storage should support FC and NVME over FC protocol from day one	
			21. There should not be any limitation on per LUN throughput and sub milli-second storage latency.	
			22. Proposed array should support higher capacity disks also for future upgrade	
			23. Storage should be enterprise class (declared in publicly available documentation) high end storage	
			24. Solution should support redundant, hot swappable NVME SSD drives	

9	HA and RAID Implementation		25. The storage solution must support non-disruptive upgrade of core software, firmware, snapshot, clone, remote mirroring, and management software without shutting down the storage system. All hosts (initiators) attached to the storage solution must be fully operational during system level or maintenance upgrade procedures and be able to access the storage in full capacity	
			26. Proposed solution must support non disruptive maintenance, upgrade, and scale out clustering maximum resiliency for continuous data access as mentioned in point no 25	
			27. Proposed solution must have RAID controller that support RAID Level 6 or equivalent and capable to handle at least 2 disk failures concurrently	
10	Architecture & Processing power	Data Integrity	28. Each controller operating in an active-active cluster environment should have mirroring support for the system's write cache must be battery protected with unwritten data in write cache protected for up to 72 hours in event of power failure or equivalent technology. Data integrity must be retained in all cases of power failure either via cache battery or any other equivalent technology.	
		FC Ports	29. Each controller Storage solution must have minimum 8 (4 primary and 4 Secondary) 32Gbps SAN FC ports dedicated for serving SAN requests of Host. Additionally, these ports should also support NVME over fabric protocol	

		Data Path Protection	30. End-to-End Data Path Protection The storage solution must provide end-to-end data path integrity checking, including T10-DIF/DIX or equivalent technology, to detect and correct silent data corruption from host to disk and back. The solution should ensure that data written by the host is not altered due to hardware or firmware faults during transmission or while at rest.	
		LAN Port / SAN Port	31. Each controller must have minimum 4 (2 primary and 2 secondary) x 10 Gbps fiber LAN ports or minimum 2 (1 primary and 1 secondary) 25 Gbps or higher fiber LAN/ FC ports dedicated for serving data replication.	
		Performance Optimization	32. Adaptive Performance Optimization The storage system should include intelligent, performance optimization features, such as caching, and load balancing across controllers, without manual intervention or disruption. The system should adapt dynamically to changing workloads to maximize throughput and minimize latency.	
		Flexibility	33. VMware/Windows/Linux etc. LUNs can be move to any controller within a storage Cluster without downtime. (LUN need to move from storage side)	

		Connectivity between HA Pairs	34. Scale out architecture should have at least 100 Gbps bandwidth per controller for backend interconnect switches / InfiniBand switches / PCI-e based multilane connectivity between all HA pair. It is required for quick migration of datastore from One HA pair to another HA pair.	
			35. Each controller should have separate cluster interconnects and management ports, apart from separate SAN controller ports.	
11	Cache Requirements	Maximum Cache Capacity	36. The proposed Array should be configured with maximum supported Cache to its full Cache capacity on day one	
		Data Integrity	37. The storage should dynamically allocate Read Cache and Write Cache from the available cache to accommodate the I/O. The storage architecture should provide battery backup/alternate technology to the entire write cache in case of a disaster i.e. Data in cache should be protected against unexpected power failures for 72 hours of time or equivalent. Data integrity must be retained in all cases of power failure either via cache battery or any other technology.	
			38. Must have either Cache battery backup or better technology for fully automatic de-stage of cache to disks during power failure to prevent possible data loss	
			39. SSD / NVME / any disk-based cache will not be considered as Cache	
			40. The overall cache must be read and write capable	
12	Functional Requirement		41. The proposed storage solution must be fully compatible with Broadcom (VMware) Virtualization portfolio and Commvault Stack. The bidder and OEM will be responsible for end-to-end integration of the	

			proposed solution with the existing VMware setup.	
			42. The proposed solution should be compatible with existing Broadcom (VMware) cloud setup. The compatibility should be both ways i.e. backward and forward with all the components of cloud i.e. compute, storage, SAN switch, Broadcom (VMware) and Commvault software.	
			43. Submit minimum two (DC+DR) implementation reference configured with cross site replication between sites by the bidder. System should support cross site replication.	
			44. Proposed solution should be scalable and support adding additional nodes/controllers	
			45. The proposed storage should support all SAN protocols.	
			46. The LUN from storage array should be directly visible to Broadcom (VMware) cloud infrastructure.	
			47. All the products quoted should be of latest generation/version.	
			48. The software & hardware quoted and supplied by the bidder in this RFP should not be declared as End of Support / Life (EOS/EOL) by the OEM within the 7 years of Purchase order / contract period	
			49. The storage system must support synchronous and asynchronous replication over IP (FCIP or equivalent) for metro/long-distance disaster recovery. Vendors shall propose their OEM-recommended replication solution, including any required licenses, gateways, or routers, ensuring compatibility with the proposed storage architecture. The solution must meet the following criteria:	

			• Latency of ≤ 5ms (synchronous) and RPO/RTO. • Encryption (e.g., AES-256) for data in flight. • No single point of failure in replication paths. • If the solution natively supports replication, then it should not burden the system i.e. replication should work without compromising on any feature and performance of storage system. In case of issues, bidder has to provide the FCIP Routers/external systems to achieve the same without any cost to bank.	
			50. In the event of the supplied equipment being declared End of support during the contract period of 7 years, the bidder has to replace the equipment with equipment having equivalent or higher configurations and all support including data migration without any commercials	
			51.a There should not be any data loss due to disk failure/rebuild.	
			51.b There should not be more than 1% disk failure instance on monthly basis.	
			52. Array should be supplied with one global hot spare disk for every 25 disks of same capacity and speed.	
			53. Storage array should support multi-pathing across controllers. Suitable license for connectivity should be part of the solution, even if licensed separately to meet the above functionality.	
			54. Solution must have inline data compression, de-duplication, Space-efficient LUN, cloning capability.	

			55. Solution must have inbuilt support for storage level replication and remote mirroring.	
			56. Storage must be able to provide application consistent snapshots of Virtual machine and Oracle RAC cluster hosted on Broadcom (VMware) cloud infrastructure	
			57. Storage Replication must be able to integrate with Broadcom (VMware) SRM / VLR (Site Recovery Manager / VMware Live Recovery) solution for near real time replication	
			58. Storage must be able to integrate with Commvault Backup solution for VM Snapshot backup/ Commvault IntelliSnap or equivalent / VM Aware snapshots.	
			59. Storage must not have SPOF (Single Point of Failure) including storage controllers. Each storage unit or Storage controller or Disk enclosures must have dual power source and should perform without any performance degradation even on single power source	
			60. All types of licenses including for hardware, software and any functionality given in the RFP will be provided along with the implementation /delivery of the solution for the entire supported capacity of system	
			61. Provisioning of encryption and decryption for data at rest such that LUN data cannot be read if the underlying device is repurposed, returned, misplaced, or stolen.	
			62. The Storage array must provide capability for thin and thick provisioning of LUNs along with automatic space reclamation technology	
			63. The solution must provide automatic monitoring of the drive health and initiate proactive copy	

			64. The proposed storage must be able to enable and integrate with virtualized server environment like Broadcom (VMware) vSphere. The proposed storage should support VASA. The storage array should support Broadcom (VMware) VVOL feature and should have the feasibility to create more than 1000 VVOLs. The proposed array should be able to present both VVOL storage pool and traditional LUN's. VVOL replication should also be supported.	
			65. The proposed solution should have provision to detect, protect and recover data in case of ransomware or malware attack for SAN workloads. Any license required should be provided on Day one for full capacity of system	
			66. The storage should be capable to migrate the LUN from one controller to another controller within the cluster natively without any additional configuration or use of software	
			67. Storage should be able to take VM Snapshot backup/ VM Aware snapshots on VM hosted on Broadcom (VMware) Cloud infrastructure, any additional license required for this functionality must be provided by the OEM from day one.	
			68. The storage solution must include all necessary licenses and products along with all features and capabilities which are available in the supplied product from day one for full capacity of system.	
13	Spares		69. System must have capability to designate global hot spares or Reserve Space Capacity that can automatically be used to replace a failed disk/drive	
			70. The solution must include automatic service request creation and alerting mechanism capability to OEM monitoring	

			systems for predictive maintenance, disk replacement, spares and repairs	
			71. All the disk/SSD/storage components (Data Drives) including faulty storage components will be property of the bank and will not be returned to OEM/SI	
			72. At each site minimum 15 spare disks as per the supplied type of disk, to be kept in storage area. Upon failure of disk, replacement will be done from onsite spare. The spare will be replenished upon consumption of the spare disk by the OEM.	
10	Operating System and Clustering support		73. Proposed solution should support industry leading OS platforms like Windows, Linux, Broadcom (VMware).	
			74. Proposed Solution should support all the above operating systems in Clustering mode	
			75. Proposed Storage must homogeneously integrate with existing Cloud incorporating Broadcom (VMware) technology stack, Commvault Backup Solution and existing storage environment. End to end integration will be responsibility of bidder and OEM. In case of noncompliance to any of the integration with the existing system, the bidder will replace/return the solution without any kind of additional cost to the bank	
14	Snapshots and Backup		76. The array should support controller-based functionality for point-in-time snapshots as well as full physical copies	
			77. The full physical copy may require a target LUN of same size as source. The point-in-time based snapshot copies should require minimal space for creating of snapshots. (snapshot number need to be add)	
			78. Necessary software license must be configured for unlimited capacity	

			79. Necessary license if required to restore snapshot / clones must be provisioned as well for unlimited capacity	
			80. The full copy should support incremental updates (delta resync).	
			81. It must be possible to configure the full copy as an independent usable LUN that allows parallel processing without impacting the performance of the production LUN.	
			82. The snapshot copies must be independent of each other, restoring a snapshot to production file system / LUN, should not invalidate the rest of the snapshots for the same production filesystem or LUN.	
			83. The storage solution must allow taking of snapshots without impacting the performance of the system.	
15	Storage Based Replication		84. Proposed storage solution must support storage-based replication, compression and industry leading replication and compression features, from day one	
			85. Storage array-based replication must not impact the performance of the system. If required additional controllers may be provisioned for the replication	
			86. RPO for storage-based replication must be near Zero. Proposed storage should support synchronous replication with support for Near Zero RPO and RTO	
16	Warranty & AMC		87. Five years Warranty and 2 years AMC - 24x7 comprehensive onsite support from OEM with maximum 2 hours response time with 6 hours Call to Resolution including part replacement, access to OEM support portal, OEM technical support on 24X7X365 basis. Highest Level of Proactive and Reactive support covering Half yearly Firmware analysis, and Proactive Health analysis	

			88. All the disk/SSD/NVME components (Data Disks) including faulty disk components will be property of the bank and will not be returned to OEM/SI	
			89. During the warranty and AMC period, bank should be having access to patches, upgrades and new OS versions	
			90. Warranty & AMC should be co-terminus for all the components of the proposed architecture/solution	

O. Brocade SAN Switch and Line Card:

S/N	Area	Technical Specifications – SAN Switches	Compliance (Y/N only)
1	**Capacity/ Specifications**	1. Total 2 no. of Brocade Director Class switch. Each SAN switch should be populated with 2 * 64-port 64-Gbps Fibre Channel line card with 32 Gbps SFPs/64 Gbps SFPs on day one and ports scalable up to a maximum of 512. The switch should be able to support (or in future) 64GB FC speeds on all 512 ports at line rate without adding any component other than line card. Providing an aggregate bandwidth of 32 Tbps.	
		2 Total 2 no. of Brocade Director Class switch. Each SAN switch should be populated with 2 * 48-port 64-Gbps Fibre Channel line card with 32 Gbps SFPs/64 Gbps SFPs on day one and ports scalable up to a maximum of 384. The switch should be able to support (or in future) 64GB FC speeds on all 384 ports at line rate without adding any component other than line card. Providing an aggregate bandwidth of 12 Tbps.	
3.		The proposed director or chassis-based solution must have complete redundancy in case of failure including hot swappable	

		control plane module/supervisor, fabric modules, fan modules, power supplies, software modules on the OS	
		4. There should be no over-subscription within the chassis and all ports should be provided.	
		5. The switch must have non-blocking architecture and be capable of dropping bad / corrupt frames at the ingress of the switch by checking the ingress/egress packet against CRC or equivalent.	
		6. The switch must support the following modules types in the same chassis: • 16/32/64-Gbps FC Module	
		7. All FC ports for currently being procured should able to support 8/16/32 Gbps auto-sensing Fibre Channel ports.	
		8. The switch must be able to support nondisruptive software upgrade.	
		9. The switch must be able to support stateful process restart.	
		10. The switch must support port aggregation of up to 16 physical ports. The aggregated ports must NOT be consecutive ports on a line card and should support distributed model or equivalent.	
		11. The port channel should support trunk/port channel members from different ASICs / modules ports into a single aggregated link to ensure that the bundle can remain active in the event of a port, Application-Specific Integrated Circuit (ASIC), or module failure or equivalent technology.	
		12. The switch should be completely programmable. Should support REST framework and be able to handle various industry standard formats. It should have the	

		ability to reply to outside/3rd party management station requests in JSON/XML format or equivalent technology.	
		13. It should natively support power-on auto provisioning (POAP) to automate software image upgrades and configuration file installation on newly deployed switches	
		14. Switch/director should support FC and FCIP cards in the same chassis. The FCIP card should deliver min of 40G of FCIP with a single line card or equivalent technology	
		15. The switch should support Virtual SAN and inter VSAN routing for sharing resources across VSAN. Switch should be able to deliver line-rate routing between any ports in a system or fabric without the need for external routing appliances or equivalent.	
		16. OEM should provide Software capable of providing end-to-end visibility, from the virtual machine to the storage resource with resource allocation and performance measurements.	
		17. OEM should provide comprehensive tool set for analyzing, troubleshooting, and debugging storage networks. Features like POST diagnostics, Online diagnostics, SPAN and RSPAN, Fibre Channel traceroute, Fibre Channel ping, Fibre Channel debug, Fabric Analyzer, Syslog, Online system health, Port-level statistics, Real-Time Protocol (RTP) debug etc should be supported or equivalent.	
		18. SAN Switch should provide end to end visibility of fibre channel SAN traffic. It should inspect I/O flow to bring out a unified view of the infrastructure irrespective of the architecture or vendor of storage arrays, servers or operating systems.	

		19. Switch should have capability to monitors ITL/ITN flows or equivalent between the compute and storage layers, including the read and the write transactions between a host and the backend storage. All these metrics should be used to generate health reports. This reports should reveal the health of the overall storage infrastructure and applications.	
		20. Analytics solution must support minimum 100,000 ITL/ITN flows for deep SAN Visibility. Export metrics should be at 30-sec granularity. We should be able to export 1000 flows. We should get per flow performance metrics, latency metrics, error metrics for every ITL/ITN or equivalent	
		21. The analytics and telemetry capabilities or equivalent. should not impact production traffic and should be built into the hardware platform. The complete analytics calculations should be done real time.	
		22. The telemetry data extracted from the inspection of the frame headers should be calculated on board (within the switch hardware) and, using an industry-leading open format, can be streamed to any analytics-visualization platform or equivalent.	
		23. Chassis must support Virtual Output Queue (VOQ) or equivalent to ensure line-rate performance on each port, independent of traffic pattern, by eliminating head-of-line blocking.	
		24. The switches should have 80 Plus Platinum certified power supplies and should provide GRID level redundancy.	

		25. Switch shall be able to support FCIP with any or same generation of OEM switches without any compatibility issues	
		26. SFPs proposed along with switches should be compatible with same generation of SAN switches for investment protection.	
		27. Switch must support anticounterfeit security with secure boot to avoid any tampering and additional security	
		28. Bidder must ensure that reported security vulnerabilities are mitigated in a timely manner.	
		29. Bidder must ensure that supplied material adheres to security requirements of the Bank, Government and regulators	
2	**Licenses**	30. All the enterprise class full licenses to be provided without any restrictions.	
3	**AMC and Warranty**	31. Five years Warranty and 2 years AMC - 24x7 comprehensive onsite support from OEM with maximum 2 hours response time with 6 hours Call to Resolution, Highest Level of Proactive and Reactive support covering Half yearly Firmware analysis, and Proactive Health analysis, Dedicated Account Manager.	
		32. All the required products must not reach end of support during the currency of the project.	
4	**Support**	33. Online Technical support from OEM should be in place on 24x7x365 days basis through email and phone. Technical support team should also participate in troubleshooting through online remote tools like Webex etc.	
	34. For any P1 (Critical incident when business is down) incident Online Technical support from OEM should be available over call in 15 minutes		

	35. For any P2 incident (Major incident when business is hampered) Online Technical Support from OEM should be available over call in 30 minutes	
	36. For any P3 incident (minor issues or proactive Tickets) Online Technical support from OEM should be available over call in 4hours	
	37. RCA for any incident should be submitted to Bank in maximum 3 working days.	
	38. The support provided should be 4 hours onsite CTR. (call to repair).	

P. Cisco SAN Switch and Line card -

S/N	Area	Technical Specifications – SAN Switches	Compliance (Y/N only)
1	**Capacity/ Specifications**	1. Total 2 no. of Cisco Director Class switch. Each SAN switch should be populated with 2 * 48-port 64-Gbps Fibre Channel line card with 32 Gbps SFPs/64 Gbps SFPs on day one and ports scalable up to a maximum of 768. The switch should be able to support (or in future) 64GB FC speeds on all 768 ports at line rate without adding any component other than line card. Providing an aggregate bandwidth of 49 Tbps.	
		2 Total 2 no. of Cisco Director Class switch. Each SAN switch should be populated with 2 * 48-port 64-Gbps Fibre Channel line card with 32 Gbps SFPs/64 Gbps SFPs on day one and ports scalable up to a maximum of 384. The switch should be able to support (or in future) 64GB FC speeds on all 384	

		ports at line rate without adding any component other than line card. Providing an aggregate bandwidth of 12 Tbps.	
		3. The proposed director or chassis-based solution must have complete redundancy in case of failure including hot swappable control plane module/supervisor, fabric modules, fan modules, power supplies, software modules on the OS	
		4. There should be no over-subscription within the chassis and all ports should be provided.	
		5. The switch must have non-blocking architecture and be capable of dropping bad / corrupt frames at the ingress of the switch by checking the ingress/egress packet against CRC or equivalent.	
		6. The switch must support the following modules types in the same chassis: • 16/32/64-Gbps FC Module	
		7. All FC ports for currently being procured should able to support 8/16/32 Gbps auto-sensing Fibre Channel ports.	
		8. The switch must be able to support nondisruptive software upgrade.	
		9. The switch must be able to support stateful process restart.	
		10. The switch must support port aggregation of up to 16 physical ports. The aggregated ports must NOT be consecutive ports on a line card and should support distributed model or equivalent.	
		11. The port channel should support trunk/port channel members from	

		different ASICs / modules ports into a single aggregated link to ensure that the bundle can remain active in the event of a port, Application-Specific Integrated Circuit (ASIC), or module failure or equivalent technology.	
		12. The switch should be completely programmable. Should support REST framework and be able to handle various industry standard formats. It should have the ability to reply to outside/3rd party management station requests in JSON/XML format or equivalent technology.	
		13. It should natively support power-on auto provisioning (POAP) to automate software image upgrades and configuration file installation on newly deployed switches	
		14. Switch/director should support FC and FCIP cards in the same chassis. The FCIP card should deliver min of 40G of FCIP with a single line card or equivalent technology	
		15. The switch should support Virtual SAN and inter VSAN routing for sharing resources across VSAN. Switch should be able to deliver line-rate routing between any ports in a system or fabric without the need for external routing appliances or equivalent.	
		16. OEM should provide Software capable of providing end-to-end visibility, from the virtual machine to the storage resource with resource allocation and performance measurements.	
		17. OEM should provide comprehensive tool set for analyzing, troubleshooting,	

		and debugging storage networks. Features like POST diagnostics, Online diagnostics, SPAN and RSPAN, Fibre Channel traceroute, Fibre Channel ping, Fibre Channel debug, Fabric Analyzer, Syslog, Online system health, Port-level statistics, Real-Time Protocol (RTP) debug etc should be supported or equivalent.	
		18. SAN Switch should provide end to end visibility of fibre channel SAN traffic. It should inspect I/O flow to bring out a unified view of the infrastructure irrespective of the architecture or vendor of storage arrays, servers or operating systems.	
		19. Switch should have capability to monitors ITL/ITN flows or equivalent between the compute and storage layers, including the read and the write transactions between a host and the backend storage. All these metrics should be used to generate health reports. This reports should reveal the health of the overall storage infrastructure and applications.	
		20. Analytics solution must support minimum 100,000 ITL/ITN flows for deep SAN Visibility. Export metrics should be at 30-sec granularity. We should be able to export 1000 flows. We should get per flow performance metrics, latency metrics, error metrics for every ITL/ITN or equivalent	
		21. The analytics and telemetry capabilities or equivalent. should not impact production traffic and should be	

		built into the hardware platform. The complete analytics calculations should be done real time.	
		22. The telemetry data extracted from the inspection of the frame headers should be calculated on board (within the switch hardware) and, using an industry-leading open format, can be streamed to any analytics-visualization platform or equivalent.	
		23. Chassis must support Virtual Output Queue (VOQ) or equivalent to ensure line-rate performance on each port, independent of traffic pattern, by eliminating head-of-line blocking.	
		24. The switches should have 80 Plus Platinum certified power supplies and should provide GRID level redundancy.	
		25. Switch shall be able to support FCIP with any or same generation of OEM switches without any compatibility issues	
		26. SFPs proposed along with switches should be compatible with same generation of SAN switches for investment protection.	
		27. Switch must support anticounterfeit security with secure boot to avoid any tampering and additional security	
		28. Bidder must ensure that reported security vulnerabilities are mitigated in a timely manner.	
		29. Bidder must ensure that supplied material adheres to security requirements of the Bank, Government and regulators	
2	**Licenses**	30. All the enterprise class full licenses to be provided without any restrictions.	
3		31. Five years Warranty and 2 years AMC - 24x7 comprehensive onsite	

	AMC and Warranty	support from OEM with maximum 2 hours response time with 6 hours Call to Resolution, Highest Level of Proactive and Reactive support covering Half yearly Firmware analysis, and Proactive Health analysis, Dedicated Account Manager.	
		32. All the required products must not reach end of support during the currency of the project.	
4	**Support**	33. Online Technical support from OEM should be in place on 24x7x365 days basis through email and phone. Technical support team should also participate in troubleshooting through online remote tools like Webex etc.	
		34. For any P1 (Critical incident when business is down) incident Online Technical support from OEM should be available over call in 15 minutes	
		35. For any P2 incident (Major incident when business is hampered) Online Technical Support from OEM should be available over call in 30 minutes	
		36. For any P3 incident (minor issues or proactive Tickets) Online Technical support from OEM should be available over call in 4hours	
		37. RCA for any incident should be submitted to Bank in maximum 3 working days	
		38. The support provided should be 4 hours onsite CTR. (call to repair).	

Q. Manpower Requirement

S/N	Area	Requirements	Compliance (Y/N only)
1.	**Four L3 Level Resources on daily basis 24x7x365** **Two from OEM And Two from bidder**	Qualification: Graduate, preferably engineering graduate Certification: Advance level Storage and SAN Switch OEM certification Experience: Minimum 10 years in managing storage systems Skillset: • Knowledge of various storage technologies and architectures, such as SAN (Storage Area Network), NAS (Network Attached Storage) and Object Storage. • Experience with storage management tools, such as volume managers, file systems, and backup and recovery software. • Proficiency in one or more programming languages, such as Python or PowerShell, to automate storage-related tasks. • Strong communication skills, both written and verbal, to effectively communicate with stakeholders, including technical and nontechnical personnel. • Good problem-solving and analytical skills to troubleshoot and resolve issues with storage systems.	

		• Experience with data migration, including planning and execution of data transfer between storage systems. • Knowledge of industry standards and best practices for storage management, such as data protection, data security, and compliance requirements. • Understanding of networking concepts and technologies • Ability to work collaboratively in a team environment, collaboration skills with other IT teams such as Vmware support team, Application teams, Cisco SAN Switch support, system administrators and network engineers. • Design and Implementation: Ability to design, implement, and validate zoning and fabric topologies, including multi-fabric and high-availability SAN architectures using leading brands (e.g., Brocade, Cisco MDS). • Advanced Troubleshooting & Performance Tuning: Proficient in performing end-to-end troubleshooting, diagnostics, and traffic analysis using tools like port mirroring, flow monitoring, Fabric Watch, and integration with storage monitoring platforms. • Firmware & Compliance Management: Experience in SAN switch firmware	

		upgrades, patching, backup/restore of configurations, and maintaining security policies, role-based access control (RBAC), and audit trail compliance.	
2.	**Four L2 Level Resources from bidder on daily basis 24x7x365**	Qualification: Graduate/Diploma, preferably engineering graduate Certification: Intermediate/mid-level Storage and SAN Switch OEM certification Experience: Minimum 5 years Skillset: • Responsible for maintaining and troubleshooting storage systems and devices. Capability to work with a variety of storage technologies, including network-attached storage (NAS), storage area networks (SAN), and Object Storage. Hands on with a range of storage media, such as hard drives, solid state drives (SSDs) etc. • Knowledge of storage technologies and protocols: This includes an understanding of different storage architectures, and the protocols used to access and manage them, such as Fibre Channel, iSCSI, and NFS. • Ability to troubleshoot storage issues: identify and resolve problems with storage systems, including hardware and software issues.	

		• Hands on with storage management tools: Understanding of tools such as storage resource management software, backup and recovery software, and monitoring tools to manage storage systems. • Experience of storage hardware installation and maintenance: should be able to install and maintain storage devices, including hard drives, SSDs etc. • Networking skills: should have a basic understanding of storage networking concepts and protocols. • Good communication skills. • Troubleshooting skills: troubleshoot complex issues and ensure the integrity and availability of data. • Zoning & Port Management: Hands-on experience in creating, modifying, and validating zoning configurations, managing port status, WWN mappings, and basic connectivity issues. • Monitoring & Alerts: Familiar with using OEM tools (e.g., Brocade Network Advisor, Cisco DCNM) for daily health checks, link status monitoring, threshold-based alerts, and event logging. • Routine Maintenance & Documentation:	

		Ability to perform regular backups of SAN switch configurations, maintain port utilization records, cable mapping, and update documentation as part of change management processes.	

R. 42U Rack Specifications

Sr. No.	Features	Requirement Specifications	Compliance (Yes/No)
1	Rack	1. 42U OEM Rack: a. Dual Power Supply: Includes dual power supply units (PSUs) with independent circuits, each featuring digital ammeters to provide real-time power consumption data. b. Accessories and Mounting: The rack should include all necessary accessories, such as mounting rails, screws, and cable management components, to properly mount and organize all proposed servers and other equipment. c. Rack Sizing: The solution must ensure optimized rack sizing, with an emphasis on high availability and operational efficiency, reducing the number of racks required for the deployment while ensuring sufficient space for airflow and maintenance. d. Minimum Power Limit: The Minimum power limit of each chassis should be 10 kVA to accommodate the power needs of the equipment, ensuring that the rack can handle the required load.	

		e. Cable Management: A fully integrated cable management system should be provided to ensure neat and efficient organization of power, data, and SAN cables, reducing potential cable clutter and improving airflow. 2. Environmental Monitoring: a. Integrated Sensors: The rack should be equipped with integrated sensors to monitor temperature, humidity, airflow, and pressure. These sensors should be capable of real-time reporting to ensure optimal environmental conditions and enable proactive management of server health. b. Real-Time Alerts: The environmental monitoring system should be able to send real-time alerts for critical conditions, such as temperature spikes or airflow issues, to minimize downtime and prevent equipment damage 3. Intelligent power distribution units (IPDUs). a. Real-Time Monitoring: PDUs should provide real-time monitoring of power usage at the outlet level, enabling precise tracking of power consumption per device. b. Power Metering: The PDUs should include power metering capabilities to provide detailed usage data, enabling better energy management and cost control. c. Daisy Chain Connectivity: PDUs should support daisy chain connectivity for network connections, allowing multiple PDUs to be interconnected, simplifying cabling and enabling centralized control.	

		4. Color-Coding for Cables and Connectivity: a. Primary and Secondary Power Cables: Primary and secondary power cables should be clearly distinguishable by color (e.g., blue for primary, red for secondary), minimizing confusion and simplifying maintenance. b. Primary and Secondary PDUs: Primary and secondary PDUs should be color-coded (e.g., blue for primary, red for secondary) to easily differentiate between the two, enhancing system identification and reducing errors. c. Primary and Secondary SAN Connectivity Cables: SAN connectivity cables should be color-coded to distinguish primary (e.g., blue) from secondary (e.g., green) connections, ensuring that correct cables are connected and preventing configuration errors. d. Primary and Secondary Network Connectivity Cables: Network cables should also be color-coded (e.g., blue for primary, yellow for secondary) for easy identification of connections, reducing the risk of network misconfigurations. e. Bidder to ensure that racks being provided are compatible with the Bank's data centre infrastructure including power cooling and other necessary environmental factors. f. The weight bearing capacity per rack should be at-least 1000 kg for 42U racks.	

R. 48U Rack Specifications

Sr. No.	Features	Requirement Specifications	Compliance (Yes/No)
1	Rack	1. 48U OEM Rack: a. Dual Power Supply: Includes dual power supply units (PSUs) with independent circuits, each featuring digital ammeters to provide real-time power consumption data. b. Accessories and Mounting: The rack should include all necessary accessories, such as mounting rails, screws, and cable management components, to properly mount and organize all proposed servers and other equipment. c. Rack Sizing: The solution must ensure optimized rack sizing, with an emphasis on high availability and operational efficiency, reducing the number of racks required for the deployment while ensuring sufficient space for airflow and maintenance. d. Minimum Power Limit: The Minimum power limit of each chassis should be 10 kVA to accommodate the power needs of the equipment, ensuring that the rack can handle the required load. e. Cable Management: A fully integrated cable management system should be provided to ensure neat and efficient organization of power, data, and SAN cables, reducing potential cable clutter and improving airflow. 2. Environmental Monitoring: a. Integrated Sensors: The rack should be equipped with integrated sensors to monitor temperature, humidity, airflow, and pressure. These sensors	

		should be capable of real-time reporting to ensure optimal environmental conditions and enable proactive management of server health. b. Real-Time Alerts: The environmental monitoring system should be able to send real-time alerts for critical conditions, such as temperature spikes or airflow issues, to minimize downtime and prevent equipment damage 3. Intelligent power distribution units (IPDUs). a. Real-Time Monitoring: PDUs should provide real-time monitoring of power usage at the outlet level, enabling precise tracking of power consumption per device. b. Power Metering: The PDUs should include power metering capabilities to provide detailed usage data, enabling better energy management and cost control. c. Daisy Chain Connectivity: PDUs should support daisy chain connectivity for network connections, allowing multiple PDUs to be interconnected, simplifying cabling and enabling centralized control. 4. Color-Coding for Cables and Connectivity: a. Primary and Secondary Power Cables: Primary and secondary power cables should be clearly distinguishable by color (e.g., blue for primary, red for secondary), minimizing confusion and simplifying maintenance. b. Primary and Secondary PDUs: Primary and secondary PDUs should	

		be color-coded (e.g., blue for primary, red for secondary) to easily differentiate between the two, enhancing system identification and reducing errors. c. Primary and Secondary SAN Connectivity Cables: SAN connectivity cables should be color-coded to distinguish primary (e.g., blue) from secondary (e.g., green) connections, ensuring that correct cables are connected and preventing configuration errors. d. Primary and Secondary Network Connectivity Cables: Network cables should also be color-coded (e.g., blue for primary, yellow for secondary) for easy identification of connections, reducing the risk of network misconfigurations. e. Bidder to ensure that racks being provided are compatible with the Bank's data centre infrastructure including power cooling and other necessary environmental factors. 5. Rack specifications: a) Rack should be of 48U height x 600 or 800mm width / 1200mm depth (for servers & Network devices). b) Strong and durable 9-times folded solid frame profile that can hold a load of up to 1,500 kg. c) 4 x 19" EIA-310 vertical mounting rails shall be made of 14-gauge steel, 9 times folded for maximum rigidity. Full depth adjustable EIA310 standard equipment mounting rails mounted on heavy duty side supports. The U markings are printed on both (front & rear) side on each EIA rails.	

		d) Perforated doors for optimal front-to-rear air flow, 75% and above open high perforated doors (front and rear). e) Convenient tool-less mounting slots for vertical PDUs and tool-less design for installation of cable and air flow management. f) 4 nos of Heavy-duty caster wheels for easy movement and 4 Fast deployment leveling feet. g) Side panel with latches and key lock. Split design (top & bottom) for easy handling and installations. h) Single flat front perforated door with Swing Handle, Split flat perforated rear door with swing Handle. Door Opening of 135deg and Lift off hinges for easy removal. i) Roof top with cable entry plates and 3-part bottom cover, flexible to meet cable entry requirement. j) 30 sets of Cage nuts, screws & washers for each rack. k) 1 set of Integrated baying kit to support baying of racks per rack. l) All Racks & Doors are inherently grounded to Frames. Self-grounding to frame. m) Rack OEM should follow certifications like EIA 310, CE/UL, RoHS, etc. n) Supply of racks and associated accessories includes but not limited to blanking panels, trays, vertical and horizontal cable managers, air sealing kits, grommets, necessary for infrastructure deployment in line with DC best practices.	

Power requirement need to be submitted by the bidder in the format below for all required

Provide the details on a per rack basis (use multiple sheets for total required racks)					
S.No.	**Number of three phase circuits for each rack (Maximum – 3 pair)**	**Rack Circuit in Amps (Maximum of 63A)**	**Device Input Power Connecter Type (C13 / C19)**	**Total Weight of Devices in Kgs per rack**	**Total Device Rated Power (in Watts)**

Device Details mounted in Rack						
S. No	**Devices in Rack**	**Device / Equipment (Weight in Kgs)**	**Device 'U' Size**	**Device Rated Power (in Watts)**	**BTU / hour**	**Number of racks to be grouped or any such dependencies / conditions**

Name & Signature of authorised signatory

Seal of Company

Appendix-D

Bidder Details

Details of the Bidder

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

Name & Signature of authorised signatory

Seal of Company

Appendix-E

Scope of Work and Payment Schedule

Sl No	Particulars	Requirements/ Remarks
1	Description of Services	1. a) Supply, installation, testing, commissioning, and maintenance of computer hardware (Servers) along with peripherals/software components, with warranty period for first 5 years and further 2 years AMC. The post commissioning (day-2) operations will be handled by the Bank Team or existing vendor team. Warranty and Annual Maintenance Contract will be provided by the bidders identified through this RFP consisting of but not limited to faulty part replacement, firmware updates, patches, technical support from OEM etc. b) Supply, installation, testing, commissioning, and maintenance of SAN Storage and SAN Switches along with peripherals/software components, with warranty period for first 5 years and further 2 years AMC. Warranty, Annual Maintenance Contract and Day 2 Operations Support has to be provided by the bidder identified through this RFP consisting of but not limited to daily operations, faulty part replacement, firmware updates, patches, technical support from OEM etc. c) Onsite Managed Services (Manpower): The bidder must deploy a team of 8 qualified onsite professionals to handle post-commissioning (Day-2) operations of the supplied SAN infrastructure

		including both SAN switches and Storages. These resources will be responsible for: • Ongoing operation, monitoring, and management of the SAN Storage and SAN Switch environment • Implementation and oversight of data replication, backup, and DR activities • Coordination with OEM for support escalation, patch management, and performance tuning • Ensuring adherence to SLAs and audit, security compliance. The same team shall continue to support additional storage infrastructure (if of same make) procured by the Bank during the tenure of the contract. 2. To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements, provided bank accepts the same. However, no weightage would be given for higher configurations. 3. In the event of Bank engaging the services of CDAC/any other party for inspection and testing of the supplied material, the bidder should ensure the presence of OEM engineer and successfully demonstrate that all equipment, software and services under this RFP have been delivered.

		4. Bidder has to ensure a neat, labelled and high standard implementation. All works related to implementation like cable laying, tagging, lifting, shifting and all relevant activities as per data center norms are in scope of bidder during the entire contract period. 5. Bidder has to arrange support and consultancy from OEM and Bidder's SME (Subject Matter Expert) team whenever demanded by Bank without any additional cost. 6. The price discovered through this RFP will be valid for State Bank Group (SBG). Any State Bank group entity and other SBI departments can place additional purchase orders for additional quantities of servers or storage or both without any linkage or relation to quantities mentioned in this RFP. The SLA and PBG will be separate for such projects. 7. Bank may procure around 50% of hardware/manpower of the overall quantity mentioned in first year. The % quantity may not be uniform across categories. 8. The quantities of GPUs and SAN Switches/modules is indicative and will be procured based on actual requirements as usage needs arise. The Bank may choose not to purchase GPUs/SAN switches/modules that do not have internal demand. However, for GPUs/SAN switches/modules with high internal demand, the Bank may procure additional quantities.
2	Description of Deliverables	Servers with internal Storage, Graphics Processing Units (GPU) and 20 PB Storage Area Network (SAN), SAN Switches, Modules

		associated racks and other peripherals like network cables (including copper, fibre cable and patch panel cabling for SAN network etc), PDUs etc. with first five years warranty and further two years AMC. Bank may place the purchase order of entire quantity in one go or in multiple/split Purchase order spread over the next two years. The prices discovered through this RFP will be valid for a minimum period of two years from the date of the initial purchase order. Detailed bill of material including quantities to be supplied is placed in Appendix-C and Indicative Price Bid. The quantities mentioned in Indicative price bid are fungible in nature i.e., bank may procure more or less quantities.
3	Third-Party Components	Should be integrated with VMware (Broadcom) software's like ESXI, vSphere etc. The servers supplied as part of this procurement must support current and upcoming versions of VMware (Broadcom) softwares/RHEL OS/ Windows Server OS/similar software used in on-premise cloud during the currency of the project. In case VMware software RHEL OS/ Windows Server OS/similar software does not support any or entire hardware, the same must be replaced without any cost.
4	Term of the Project - Project Schedule; Milestones and delivery locations	Delivery of all equipment should be within 8 weeks and installation, testing, commissioning within 10 weeks from date of placing of order. *Delivery Location:* • *Rabale, Navi Mumbai* • *Mahape, Navi Mumbai* • *Gachibowli, Hyderabad* • *Any other data centres in any other city without any additional cost.*

		Bank will confirm the quantities being supplied at each site through the Purchase order.
5	Annual Maintenance (AMC) Term	2 years AMC after completion of first 5 years warranty.
6	Integration / Migration Requirements with existing systems	Yes, New hardware should be integrated with existing on-premise cloud platform without any additional cost to the Bank.
8	Performance Requirements	Servers: Uptime requirement is 99.99% on quarterly basis for each rack server. Storage: Uptime requirement is 99.9999% on 24x7x365 basis.
9	Scalability Requirements	To be scalable as per Bank's future requirement (vertical and horizontal scalability required).
		Rate discovered will be valid for two years from the date of initial Purchase order and if there are requirements, Bank may place additional order for hardware up to 25% quantity for which RFP is floated. The additional 25% quantity may be of any category/categories of the Servers, Storage, SAN Switches, Modules, Line cards, GPUs, Software, manpower etc. *The rate determined through this RFP will be applicable to other departments of the bank, as well as its subsidiaries, joint ventures, offices, and foreign subsidiaries. These entities may place separate purchase orders for additional quantities beyond the 125% limit specified in this RFP. Each entity will have its own Service Level Agreement (SLA) and payment cycle based on this RFP & SLA.*
10	Regulatory / Compliance Requirements	As per Bank's Compliance Policy.

11	Security Requirements	As per Bank's IS policy and Information Technology policy, which will be shared with the successful bidder on need-to-know basis.
12	Limited Trial / Pilot Requirements	*N.A.*
13	Training	Training to minimum 25 Bank officials for 5 days regarding daily operations, troubleshooting and Management of Hardware supplied. No additional cost will be borne by Bank on this training.
14	Payment schedule	1. 50% + taxes of the Servers, Storage, GPUs, SAN Switches, Modules (hardware, software and warranty) will be released on delivery of hardware. 2. The remaining 50% + taxes of the Servers (hardware, software and warranty) will be released on commissioning, verification of bill of material by Bank/CDAC/Third party and submission of PBG. No payment will be made on part delivery of ordered hardware. 3. Payment for AMC will be made quarterly in arrears. 4. Payment for onsite manpower will be made quarterly in arrears.

1) Bidder Undertaking/Warrants and other requirements

a) Bidder undertakes and warrants to provide technical support with resolution time frame as per clause 5c and 5d of Appendix-L.

b) Documentation: Service Provider to provide all user manuals and other documentation concerning the Services.

c) Maintenance/ Upgrades

i) Service provider shall maintain and upgrade the software/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the software/ hardware.

ii) Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure-A

2) Correction of Deficiencies in Deliverables

If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion.

a) Impose penalty on Service Provider as mentioned under Appendix L.
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

3) 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.

4) Standard Services

Standard services to be delivered under this Agreement are illustratively listed below:

- Bidder need to provide highest level of support including from OEM
- Bidder should have back-to-back support arrangement with OEM for this project. Any updates/patches including but not limited to Security patches should be provided.
- Technical Support: Phone, email, and web-based assistance for troubleshooting hardware issues.
- On-Site Support: Depending on the requirement or when demanded by the bank, technician must visit Bank's locations to diagnose and fix hardware problems.
- Parts Replacement: Failed hardware components covered under warranty will be replaced with new parts.
- Advance Replacement Service (ARS): In critical situations, expedited replacement of failing parts to minimize downtime by sending a replacement part before the faulty one is returned.
- Software Support: Support, patches, updates for pre-installed firmware/ operating systems and bundled software

5) For Category 12, 8 GPU (B200) Servers, please find below the scope of work from Rack and Power perspective:

Sr. No.	Features	Bank's Scope
1	Rack	48U Rack:

		a. Rack Sizing: Height: 48U, Width: 800mm, Depth: 1400mm. b. The rack doors are with 75% perforation for optimal air flow. c. Cable Management: Cable management system (Horizontal / Vertical) shall be provided to ensure neat and efficient organization of power, data, and SAN cables, reducing potential cable clutter and improving airflow.
2	Power Supply	Each rack is equipped with three diverse power sources considering 6 power supply units (PSUs) per device or chassis. a. Rated power: A rack can handle the maximum load of 42 kW. b. Rack power distribution units (rPDU) specifications: 63A, rPDU, Outlet Level Monitoring, 43.4kW, 36 outlets Combination of C13/C19, 50/60Hz, 10ft / 3m power cord with 3P+N+E (IP67), Black Powder Coat. The rPDU will have digital ammeters to provide real-time power consumption data. c. Physical Configuration of rPDU: 66 inch / 1683mm, vertical d. Plug form: Input plug type – IEC60309 3P+N+E, 63A, 230/400V e. Receptacle / Socket type: Combination C13 / C19 (Quantity:36) f. Maximum output per receptacle / socket: 16A g. Voltage per receptacle / socket: 230V
Sr. No.	Features	Vendor Scope / Adherence
1	Color-Coding for Cables and Connectivity	a. Primary, Secondary and Tertiary Power Cables: All three power cables should be clearly distinguishable by color (e.g., blue for primary, red for secondary and yellow for

		tertiary), minimizing confusion and simplifying maintenance. b. Primary and Secondary SAN Connectivity Cables: SAN connectivity cables should be color-coded to distinguish primary (e.g., blue) from secondary (e.g., green) connections, ensuring that correct cables are connected and preventing configuration errors. c. Primary and Secondary Network Connectivity Cables: Network cables should also be color-coded (e.g., blue for primary, yellow for secondary) for easy identification of connections, reducing the risk of network misconfigurations.
2	Environmental conditions	The rack is equipped with Rear Door Heat Exchangers (RDHx) cooling technology and device should work under below environmental conditions- a. Rack supply air temperature: 25 +/- 2 Deg Cel b. Relative humidity: 20 – 80% c. RDHx door is chosen to support air flow of 1105 CFM per device, air flow must be Front to Back d. RDHx door is chosen considering the Delta T across front and rear sides of the rack as 18 Deg Cel. e. RDHx door is chosen to support maximum 38,557 BTU/Hr per device or chassis.

All devices should connect through different color Power Cables to easily identify that the devices are connected to all three power sources.

The bidder is responsible for providing a complete infrastructure solution. The bank will provide the racks, power, and cooling for the equipment only for Category 12 servers. Racks for rest of the categories will be need to be supplied by bidder. All other items, including servers, SFPs (transceivers), cables (end to end network cabling, SAN cabling with material and effort) etc. must be supplied, installed, and make ready for use by the bidder.

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**.**
- The bidder may choose to participate in any or both the items and submit related documents (stated elsewhere in the RFP) accordingly.
- The bidder will only be allowed to participate in the respective reverse auction(s) in which they have qualified in technical evaluation of their submitted bid.

Name of the Bidder:

Table – A (Servers)

Sr. No.	**Item**	**Quantity**	**Rate per item**	**Amount in Rs.**	**Proportion to Total Cost of A (in %age) #**
1.	Category 1	132			
2.	Category 2	391			
3.	Category 3 (a)	22			
4.	Category 3 (b)	37			
5.	Category 4	18			
6.	Category 5	8			
7.	Category 6	8			
8.	Category 7	15			
9.	Category 8	61			
10.	Category 9	78			
11.	Category 10	4			
12.	Category 11	16			
13.	Category 12	10			
14.	Comprehensive warranty for Products mentioned in items above (Sr. No 1 to 13) for Five years from the go live date.				

15.	Comprehensive Annual maintenance cost for Products mentioned in items above (Sr. No 1 to 13) for Two years (This cost should be in the range of 8% to 12 % p.a. of the Product cost.)	[redacted]			
16.	Installation and Commissioning				
17.	Nvidia AI Enterprise License for 7 years	16			
Total (1 to 17) = 'A'*					
42 U Rack^		**1**		[redacted]	
48 U Rack^		**1**			
IPDU^		**1**			

Table – B (Storage Solution & Manpower)

Sr. No.	Item	Quantity	Rate per item	Amount in Rs.	Proportion to Total Cost of B (in %age) #
1.	NVME SSD storage (TLC) with all software, license	20 PB	Per Peta Byte cost		
2.	Controllers for 20 PB of NVME SSD storage (TLC) with all software, license.	Qty. to be filled by bidder	Per controller		
3.	64 Gb Cisco 48 port SAN Switch Modules with fully populated 32 Gb SFP including all software, license.	1			
4.	64 Gb Cisco 48 port SAN Switch Modules with fully populated 64 Gb SFP including all software, license.	1			
5.	Brocade 512 port SAN Switch Chassis with required hardware and software license.	2			
6.	Brocade 384 port SAN Switch Chassis with required hardware and software license.	2			

7.	64 Gb Brocade 48 port SAN Switch Modules with fully populated 32 Gb SFP including all software, license.	1			
8.	64 Gb Brocade 48 port SAN Switch Modules with fully populated 64 Gb SFP including all software, license.	1			
9.	64 Gb Brocade 64 port SAN Switch Modules with fully populated 32 Gb SFP including all software, license.	1			
10.	64 Gb Brocade 64 port SAN Switch Modules with fully populated 64 Gb SFP including all software, license.	1			
11.	Cisco 768 port SAN Switch Chassis with required hardware and software license	2			
12.	Cisco 384 port SAN Switch Chassis with required hardware and software license	2			
13.	Infiniband switch/Network Switch	2			
14.	Comprehensive warranty for Products mentioned in items above (Sr. No 1 to 13) for Five years from the go live date.	[redacted]			
15.	Comprehensive Annual Maintenance Cost for mentioned in items above (Sr. No 1 to 13) for 2 years (This cost should be in the range of 8% to 12 % p.a. of the Product cost.)				
16.	Installation and Commissioning				
17.	OEM Storage L3 Resource cost for seven years	2			
18.	Bidder Storage L3 Resource cost for seven years	2			

19.	Bidder Storage L2 Resource cost for seven years	4			
Total (1 to 19) = 'B'**					
42 U Rack^		**1**			
48 U Rack^		**1**			
IPDU^		**1**			

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 for Servers and should be quoted in the reverse auction.**

**** This will be the Total Cost of Ownership (TCO)/Total Project Cost for Storage Solution & Manpower and should be quoted in the reverse auction.**

^ Bidder is required to quote the prices for these items, the orders will be placed as per requirement.

Breakup of Taxes and Duties

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

Name & Signature of authorized signatory
Seal of Company

Illustration

Particulars	**Indicative Price Bid Quote (INR)**	**Proportion to Total Cost 'E' (in %age) of**	**Final Price (INR) in**	**Minimum final price should not be**	**Maximum final price should not exceed (INR)**

		indicative price bid	**reverse auction**	**below (INR)**	
1	***2***	***3***	***4****	***5 (95% of 4)***	***6 (105% of 4)***
A	25	13.16	9.87	9.38	10.36
B	50	26.32	19.74	18.75	20.72
C	75	39.47	29.60	28.13	31.09
D	40	21.05	15.79	15.00	16.58
Grand Total (A + B + C + D) = E	**190**	**100**	**75**		

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

Appendix–G

Undertaking of Authenticity

To:

(Name and address of Procuring Office)

Sub: Undertaking of Authenticity for supplied Product(s)
Ref: RFP No. SBI:xx:xx dated dd/mm/yyyy

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

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

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

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

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

Dated this ..... day of 202

_____

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

Duly authorised to sign Bid for and on behalf of

_____

Appendix- H

MANUFACTURERS' AUTHORIZATION FORM

No. Date:

To:
(Name and address of Procuring Office)

Dear Sir:

Ref: RFP No.SBI:xx:xx dated dd/mm/yyyy

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

2. We hereby extend our full warranty and support in accordance with the terms of the above RFP for the Products and services offered by the above ABP against the above RFP. Support (Warranty/ AMC) shall be on-site and comprehensive in nature having back to back support from us. In case Service Provider/ABP fails to provide Warranty/AMC/Services or out of service due to any reasons, then we shall either provide ourselves or make alternative arrangement for the Warranty/ Service/AMC of the Product(s) as required in accordance with the terms and conditions of the above RFP, at no extra cost and to the satisfaction of the Bank.

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

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

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

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

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

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

5. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.

Yours faithfully,

(Name of Manufacturer / Producer)

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

Appendix- I

Certificate of Local Content(If applicable)

<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. : _____ Dated: _____

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**

Appendix–J

BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _____this _____day of _____202 by _____ (Name of the Bank) _____ having its Registered Office at _____and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at_____(procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

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

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

4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated_____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs._____/- (Rupees _____ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs._____/- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of 87 months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs._____/- (Rupees _____only).

2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.

3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and Service Provider.

4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

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

ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.

iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise

v. This Guarantee shall be a continuing guarantee during its validity period.

vi. This Guarantee shall remain in full force and effect for a period of __ year(s) _____ month(s) from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us on or before _____ , all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

i. Our liability under this Bank Guarantee shall not exceed Rs_____/- (Rs. _____only)

ii. This Bank Guarantee shall be valid upto_____

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of bank.

_____

Authorised official

Appendix–K

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

Date:

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

Sub:Certificate of delivery, installation and commissioning

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

(a) PO No. ._____ dated _____

(b) Description of the Product _____

(c) Quantity _____

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

(e) Date of installation _____

(f) Date of commissioning _____

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

S.No.	Description	Amount to be recovered

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

4. Service Provider has fulfilled his contractual obligations satisfactorily.

or

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

(a)

(b)

(c)

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

Signature _____

Name _____

Designation with stamp _____

_____

Appendix–L

Other Terms and Penalties

1. Bidder has to submit the complete solution document depicting architecture of the proposed implementation across both sites, Bill of Material including make, model no and Brief write up on additional technical capabilities being provided which are not covered under Technical Specifications, Appendix-C

2. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied Products in the conditions prevailing in India.

3. Delivery Delay: If the vendor fails to deliver any or all equipment within 8 weeks from the date of issuance of the Purchase Order, a penalty of 0.5% of the total equipment cost per week (or part thereof) will be imposed, up to a maximum of 10% of the total equipment cost. The total penalty amount will be deducted from the final payment after the successful delivery of hardware.

4. Commissioning Delay: If the equipment is not installed, tested, and commissioned within 10 weeks from the date of issuance of the Purchase Order, an additional penalty of 0.5% of the total equipment cost per week (or part thereof) will apply, subject to a maximum of 10% of the total equipment cost. This amount of the penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.

5. Highest Level of Proactive and Reactive support from OEM covering Half yearly Firmware analysis, and Proactive Health analysis. OEMs engineering team should be available within one day on call in case of any issues or upon intimation of bank.

6. On-site comprehensive warranty and AMC: The warranty will be from 60 months from date of installation or 63 months from date of delivery, whichever is earlier and AMC for further 24 months would be on-site and comprehensive in nature, for all the hardware components including free replacement of spares, parts, kits, software & firmware upgrades, patches as and when necessary and back to back support from the OEM. Vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a specified warranty period. Vendor will provide support for operating systems and other preinstalled software

components during the warranty period of the hardware on which this software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.

7. **Penalties Specifically for Servers**: During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

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

(b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn-out or defective parts of the equipment on all days of week (viz. Monday to Sunday) on 24x7 basis. In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at its premises.

(c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed two hours. Following are the penalties for the non-adherence.

S/N	Response Time	Penalty
1	Within two hours	Nil
2	Beyond two hours up to six hours	Rs. 10,000 per instance
3	Beyond six hours up to twelve hours	Rs. 25,000 per instance
4	Beyond twelve hours up to twenty-four hours	Rs. 1,00,000 per instance
5	Beyond 24 hours	Bank may take suitable action.

(d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 4 hours of being informed of the same. In any case the Equipment

should be made workable and available not later than the next working day of the Bank.

S/N	Resolution Time	Penalty
1	Within four hours	Nil
2	Beyond four hours up to twelve hours	Rs. 50,000 per instance
3	Beyond twelve hours up to twenty four hours	Rs. 1,00,000 per instance
4	Beyond 24 hours	Bank may take suitable action.

(e) Vendor shall ensure that the full configuration of the Equipment is available to the Bank in proper working condition viz. uptime of 99.99% of the time on a 24*7 basis.

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

Uptime (%) = Sum of hours during quarter*Ordered server count - Sum of downtime hours during quarter X 100

Sum of total hours during the quarter* Ordered server count

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

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

S. No.	Uptime Range	Penalty
1.	99.98% to 99.99%	5% of Total Project Cost
2.	99.00% to 99.98%	7% of Total Project Cost
3.	<99%	10% of Total Project Cost. Also Bank reserves the right to terminate the contract and invoke the PBG.*

(h) The maximum response time for a technical support ticket and OEM tech support engineer joining the support call shall not exceed 30 minutes. Following are the penalties for the non-adherence:

S/N	Response Time	Penalty
1	Within 30 minutes	Nil

2	Beyond 30 minutes up to one hour	Rs. 50,000 per instance
3	Beyond one hour	Rs. 1,00,000 per hour

For resolution, penalties mentioned in point no. (d) will be applicable.

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

(j) For performance and support:

S. No.	**Performance and Support service level**	**Penalty for breach in Rs.**
1	RCA for any incident should be submitted to Bank in maximum 3 working days.	Rs.10,000 for every additional working day
2	Incomplete documentation	Penalty of Rs. 10,000 if documentation not found to be created/updated/low quality for each instance
3	If server is not performing as per specifications and performance requirements given in the RFP	Rs. 10,000/- per instance.
4	Redundancy not functioning.	Rs 50,000/- per instance.
5	Software/Bug fixes not provided within three months from the date of detection.	Rs 1,00,000/- per month till a fix is provided.

(k) All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the Bank.

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

(m) The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and /of malfunction of the Equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

(n) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.

8. **Penalties specifically for storage Solutions** (other common points/penalties mentioned are also applicable)

During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

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

(b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment 24x7x365 days basis. In case of any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at its premises.

(c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 2 (two) hours.

(d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 4 (four) hours of being informed of the same. In any case

the Equipment should be made workable and available not later than the next working day of the Bank.

(e) Vendor shall ensure that the full configuration of the Equipment is available to the Bank in proper working condition viz. uptime of 99.9999% of the time on a 24 x7 x365 basis.

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

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

Total minutes during the month = No. of days x 24 hours x 60 minutes

(g) Penalties:

For uptime of each storage system at one site shall be as under;

S. No.	Uptime Range in percentage for a year	Penalty for breach in Rs.
1.	Less than 99.9999 up to 99.9998	Rs. 10 Lakh
2.	Less than 99.9998 to 99.9995	Rs. 20 Lakh
3.	Less than 99.9995	Rs. 50 Lakh and bank may take appropriate decision from invoking PBG or termination of contract etc.

For performance and support:

S. No.	Performance and Support service level	Penalty for breach in Rs.
1	RCA for any incident should be submitted to Bank in maximum 3 working days.	Rs.10,000 for every additional working day
2	Not handling support tickets within stipulated time	Rs. 1000 per day

3	Incomplete documentation	Penalty of Rs. 10,000 if documentation not found to be created/updated/low quality for each instance
4	If a resource is not available	150% deduction for the resource on pro-rata basis.
5	If any production LUN/volume went offline any point of time due to any Human error /monitoring Negligence/Software bug	Rs. 1 Lakhs per incident
6	If both controller of HA pair went offline at any point of time due to any Human error /monitoring Negligence/Software bug	Rs. 10 Lakhs per incident
7	Any Delay in HBA Firmware Compatibility requirements mentioned in RFP specification point no 15 sub point 2	Rs. 20,000/- for every additional working day maximum up to 2lakhs or to be decided.
8	If storage is not performing as per specifications and performance requirements given in the RFP	Rs. 10,000/- per instance.

9. Definition / benchmark of OEM Tech support response and resolution time for server and storage solution:

Severity	**Description.**	**Response Time from the time of**	**Maximum Resolution time**

	(OEM Technical support should be able to respond and resolve or provide workaround in a timebound matter)	**lodging ticket case.**	**from the time of lodging ticket case** **If issue can't be resolved within stipulated time, workaround for restoring normalcy should be provided**.
Severity 1	Bank's production system or other mission critical system(s) are down or severely impaired or apprehended to be down/faulter and no workaround such as component-level redundancy is immediately available, or all or a substantial portion of Bank's mission critical data is at a significant risk of loss or corruption; or Bank has had a substantial loss of service or capacity (>10%); or Bank's business operations have been severely disrupted.	Within 15 minutes, 24 hrs/day, 7 days/week	45 Minutes
Severity 2	Major functionality of the Bank system is impaired such that (i) operations can continue in a restricted fashion, but normal day to day management or configuration of the system has been adversely affected; or (ii) a major deployment milestone is at risk; ongoing and incremental installations or upgrades are affected; (iii) Bank has a minor loss of capacity (<10%); (iv) Bank has loss some or	Within 30 minutes, 24 hrs/day, 7 days/week	90 Minutes

	all of their redundancy functionality; or (v) there is a substantial risk of an imminent service outage.		
Severity 3	Partial, noncritical loss of functionality of the Software such that: (i) the operation of some component(s) is impaired but allows the Bank to continue using the Storage; or (ii) failures of the Software/hardware that do not affect the normal daily operations of the Bank's system	2 business hours, 10 hrs/day, 5 days/week	6 Hours
Severity 4	General usage questions and cosmetic issues, including errors in the Documentation, or general issues with performance management or logging functionality.	8 business hours, 10 hrs/day, 5 days/week	24 Hours

Penalties for not meeting Technical support response by Storage Solution & Server OEM and resolution time:

Severity	**Penalty for Response Time Delay**	**Penalty for Resolution/Workaround time delay per instance.**
Severity 1	For delay of every 15 minutes or part thereof.	Response Time: <= 15 Minutes – Nil > Within 15 Min -1 Hour – Rs 1 Lakh > Within 1- 2 Hours – Rs 2 Lakh After 2 hours, every delay of 15 Minutes- Rs 5 Lakh Resolution time: <= 45 Minutes – Nil > Within 1.5 Hours (90 Minutes) – Rs 1 Lakh > Within 1.5- 2.5 Hours – Rs 2 Lakh After 2.5 hours, every delay of 15 Minutes- Rs 5 Lakh
Severity 2	For delay of every 30 minutes or part thereof.	Response Time: <= 30 Minutes – Nil > Within 30 Min-1 Hour – Rs 50,000/-

		> Within 1- 2 Hours – Rs 1 Lakh After 2 hours, Rs 3 Lakh Resolution time: <= 90 Minutes – Nil > Within 1.5 - 3 Hours – Rs 50,000/- > Within 3 - 5 Hours – Rs 1 Lakh After 5 hours, Rs 3 Lakh
Severity 3	For delay of every 1 Hour or part thereof.	Response Time: <= 2 Hours – Nil > Within 2 - 3 Hour – Rs 25,000/- > Within 3 - 5 Hours – Rs 50,000/- After 5 hours, Rs 1 Lakh Resolution time: <= 90 Minutes – Nil > Within 1.5 - 3 Hours – Rs 25,000/- > Within 3 - 5 Hours – Rs 50,000/- After 5 hours, Rs 1 Lakh
Severity 4	For delay of every day or part thereof.	Response Time: <= Same day – Nil > Within next 2 days – Rs 25,000/- > Within 3 - 5 Days – Rs 50,000/- After 5 Days, Rs 1 Lakh Resolution time: <= Same or next day – Nil > Within next 2 days – Rs 25,000/- > Within 4 - 6 Days – Rs 50,000/- After 6 Days, Rs 1 Lakh

Illustration: Penalty calculation

Severity	***Penalty for delay in Response Time***	***Penalty for delay in Resolution/Workaround Time***

Severity 1	For delay of every 15 minutes or part thereof. Illustration : Bank raised a ticket and engineer came on call after 40 minutes but it was realized that engineer was not the SME for the module for which call has been logged, the right skilled engineer came on call by 65th minute. And Resolution was provided in 110 minutes.	Response Time: <= 15 Minutes – Nil > Within 15 min - 1 Hour – Rs 1 Lakh > Within 1- 2 Hours – Rs 2 Lakh After 2 hours, every delay of 15 Minutes- Rs 5 Lakh Resolution time: <= 45 Minutes – Nil > Within 1.5 Hours (90 Minutes) – Rs 1 Lakh > Within 1.5- 2.5 Hours – Rs 2 Lakh After 2.5 hours, every delay of 15 Minutes- Rs 5 Lakh Illustration: Penalty for late response = Rs 5 Lakh (Rs. 3 Lakh for three episodes of 15 minutes within (15m-1hr bracket) and Rs. 2 Lakh for one episode within 1hr – 2 hrs bracket.) Penalty for late resolution/workaround = (Rs. 3 Lakh for three episodes of 15 minutes within (45 m-1.5hr bracket) and Rs. 4 Lakh for two episode within 1.5hr – 2.5 hrs bracket.) Total Penalty = 12 Lakhs

10. **Common Penalties for Security Obligations for both servers and storage**:

a. Failure to Provide Security Patch or Version Upgrade

a.1 Security Patch SLA: For any High or Critical security vulnerability (CVSS score ≥ 7.0) discovered in products supplied under this contract:

- Bidder shall provide a remediation patch, version upgrade, or validated mitigation within 10 calendar days of public disclosure or internal discovery, whichever is earlier without any cost.

a.2 Penalty: For every day delay beyond the stipulated 10-day window, Rs. 50,000 per day per CVE.

b. Failure to Adhere to Security Obligations

b.1 Timely Notification of Security Incidents: Bidder (or OEM directly) shall notify the Bank of any known or suspected security breach, data leak, or compromise in its products or systems within 24 hours of discovery.

b.2 Penalty: For failure to notify within this window, penalty shall be Rs.50,000 per day.

b.3 Vulnerability Disclosure and Transparency: Bidder shall publish all known security vulnerabilities affecting its products quarterly and must provide the bank with early access to this information. In case of default the penalty shall be Rs.1 Lakh per instance.

b.4 Third-Party Vulnerability Management: Bidder shall disclose and take full responsibility for addressing any third-party and/or open sources components vulnerabilities (e.g., open source libraries if any) or any other issues including legal issues, if used in its products. In case of default the penalty shall be Rs.5 Lakh per instance.

c. Independent Security Assessment

c.1 OEM shall conduct annual third-party vulnerability assessments or penetration testing of its hosted services (or provide a recent independent audit report such as SOC 2 Type II or ISO 27001 certification).

c.2 Penalty: non submission of report of such assessments or failure to provide audit reports will trigger a Rs. 5,00,000 per year.

d. Other Penalties:

1. Incomplete documentation: Penalty of Rs. 10,000/- per instance if document not found to be created/updated/low quality.
2. If any task not completed within timeline set by bank: Rs. 10,000/- per instance.
3. If a resource is found to be violating subcontracting clause, will attract a penalty of Rs. 5 Lakhs per incident. Also, Bank at its discretion may take suitable action.
4. **Maximum cap on penalties will be 10% of the project cost.**

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

f. All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the Bank.

Common points for both servers and storage solution:

11. Any worn or defective parts withdrawn from the Equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.

12. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the Equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.

13. If Bank desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.

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

15. Future additions of Hardware / Software:

    (a) The Bank would have the right to:

        i. Shift supplied systems to an alternative site of its choice.

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

        iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

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

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

Appendix–M

Service Level Agreement

AGREEMENT FOR _____ [1]

BETWEEN

STATE BANK OF INDIA, _____ [2]

AND

_____ [3]

Date of Commencement : _____ [4]

Date of Expiry :_____

 # This document is in the nature of a general template which needs customization by concerned department 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

[1] Type/nature/name of Agreement.
[2] Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.
[3] The other Party (Contractor/ Service Provider) to the Agreement
[4] Effective Date from which the Agreement will be operative.

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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AGREEMENT

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

Between

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

And

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

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

RECITALS

WHEREAS

(i) The Bank is carrying on business in banking in India and overseas and is desirous of availing services for _____ ;[5]

(ii) _____;

(iii) _____; and

(iv) Service Provider is in the business of providing _____ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. _____ dated _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

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

1 DEFINITIONS & INTERPRETATIONS

1.1 **Capitalised Terms:** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement[6]:

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.

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

[5] Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

[6] Please define the necessary terms, properly.

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

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

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

1.1.6 **"Request for Proposal (RFP)"** shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.

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

1.2 **Interpretations:**

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

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

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

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

2 COMMENCEMENT & TERM

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

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

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

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

3 SCOPE OF SERVICES

3.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is as follows:[7]

3.1.1 _____

3.1.2 _____

3.1.3 _____

3.1.4 _____

4 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

[7] The Agreement should clearly define what services are to be availed/ activities are to be outsourced including appropriate service and performance standards. Please use separate Annexure/ Schedule, if required for specifying the detailed work flow and details of Services/ tasks to be undertaken by Service Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance testing, maintenance, warranty, etc.

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

4.2 **Additional Representation and Warranties by Service Provider**

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

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

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

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

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

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

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

4.2.7 _____[8]

5 RESPONSIBILITIES OF THE BANK

5.1 Processing and authorising invoices

5.2 Approval of information

5.3 _____[9]

6 RESPONSIBILITIES OF SERVICE PROVIDER

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

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

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

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

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

6.4 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.

6.5 The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-B to this RFP. < This term is applicable where the activities for which selection of Vendor/ outsourcing of activities involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers. STRIKE OFF, IF NOT APPLICABLE.>

6.6 The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

6.7 **Software Bill of Materials (SBOM)**

All the software supplied to the Bank or developed for the Bank must be accompanied by a complete SBOM. The SBOM of the software supplied to the Bank or developed for the Bank must include the data fields contained in the Annexure-C of this document. In addition, the Software OEM/Owner/Vendor must ensure that:

- The Software supplied to the Bank or developed for the Bank is having a complete SBOM including all the dependencies up to the last level.
- Software OEM/Owner/Vendor should design a Vulnerability Exchange Document (VEX) after a vulnerability is discovered informing the bank about the exploitability status to help prioritize the remediation efforts.

  Subsequently, Software OEM/Owner/Vendor should provide the Common Security Advisory Framework (CSAF) advisory, which includes detailed information about the vulnerability, such as a description, affected product versions, severity assessment, recommended mitigation steps etc.

- Software OEM/Owner/Vendor will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever.

6.8 Service Provider agrees to comply with the guidelines contained in the Bank's IT Outsourcing Policy / IT Procurement Policy or any other relevant policy (ies) of the Bank, including any amendment thereto, along with compliance to all the Laws of Land and Statutory/Regulatory rules and regulations in force or as and when enacted during the validity period of the contract.

6.9 _____[10]

7 CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.7 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of 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.

8 RELATIONSHIP BETWEEN THE PARTIES

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

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

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

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

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

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

9 SUB-CONTRACTING

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

<In case of Sub-Contracting (If allowed by the Bank), the following below mentioned sub-clauses shall be added/ kept in the Agreement otherwise STRIKE OFF, IF NOT APLLICABLE>

(i) Sub-Contracting is not permitted. However, Bank may permit sub-contracting on case-to-case basis at the sole discretion of the Bank. If permitted, the Service Provider shall carry out its standard due diligence process on sub-contracting/ sub-contractor.

(ii) Service Provider shall comply with all the instructions, requirements and any other conditions suggested by the Bank in order for the Bank to comply with its site access and regulatory audit requirements and upon' s Bank request Service Provider will provide a written confirmation of compliance with the requirements of this provision.

(iii) With the Bank's prior written approval, Service Provider may change the sub-contractor, provided it does not impact the quality of Services being delivered. However, Service Provider shall inform the Bank on its intention to change the sub-contractor and reason thereof.

(iv) Service Provider shall be responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.

(v) Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of the Bank's data / processes is maintained.

(vi) Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

(vii) Service Provider shall ensure that it shall have all back-to-back commitments from its vendors in such agreements.

(viii) Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-contractor(s) and/or its agent to the Bank as and when requested.

10 LIQUIDATED DAMAGES

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

11 BANK GUARANTEE & PENALTY

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

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

11.3 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule[11] specified in this Agreement.

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

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

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

11.6 Service Provider shall be liable to pay penalty at the rate mentioned below in Annexure 'A' in respect of any delay beyond the permitted period in providing the Services.

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

12 FORCE MAJEURE

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

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

12.3 If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall

seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

13 INSPECTION AND AUDIT

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

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

regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

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

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 FEES, TAXES DUTIES & PAYMENTS

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

14.1.1 _____[12]

14.1.2 _____

14.2 All duties and taxes (excluding13_____ 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

[12] Please provide the payment details.
[13] Please determine the applicability of the taxes.

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.

14.3 Payments

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

14.3.2 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.

15 GENERAL INDEMNITY

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

15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively

indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

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

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

16 TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 LIMITATION OF LIABILITY

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

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

17.3 The limitations set forth in above mentioned sub-clause 17.1 shall not apply with respect to:

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

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

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

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

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

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

18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS

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

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

18.2.1 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for

getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

18.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs._____on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

19 DISPUTE RESOLUTION

19.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement, if any, or in discharge of any obligation arising out of this Agreement and 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 the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

19.2 Service Provider shall continue work under the Contract during the dispute resolution 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 competent court is obtained.

19.3 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.

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20 GOVERNING LAW & JURISDICTION

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

21 SEVERABILITY

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

22 POWER TO VARY OR OMIT WORK

22.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full

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

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

23 ENTIRE AGREEMENT

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

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

23.2.1 This Agreement;

23.2.2 Annexure of Agreement;

23.2.3 Purchase Order No._____ dated _____; and

23.2.4 RFP

24 NOTICES

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

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

24.3 Address for communication to the Parties are as under:

24.3.1 To the Bank

_____

_____

24.3.2 To Service Provider

_____

_____

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

25 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

State Bank of India	**Service Provider**
By:	**By:**
Name:	**Name:**
Designation:	**Designation:**
Date:	**Date:**

WITNESS:

1.	1.
2.	2.

ANNEXURE-A

Other Terms and Penalties

1. Bidder has to submit the complete solution document depicting architecture of the proposed implementation across both sites, Bill of Material including make, model no and Brief write up on additional technical capabilities being provided which are not

covered under Technical Specifications, Appendix-C

2. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied Products in the conditions prevailing in India.

3. Delivery Delay: If the vendor fails to deliver any or all equipment within 8 weeks from the date of issuance of the Purchase Order, a penalty of 0.5% of the total equipment cost per week (or part thereof) will be imposed, up to a maximum of 10% of the total equipment cost. The total penalty amount will be deducted from the final payment after the successful delivery of hardware.

4. Commissioning Delay: If the equipment is not installed, tested, and commissioned within 10 weeks from the date of issuance of the Purchase Order, an additional penalty of 0.5% of the total equipment cost per week (or part thereof) will apply, subject to a maximum of 10% of the total equipment cost. This amount of the penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.

5. Highest Level of Proactive and Reactive support from OEM covering Half yearly Firmware analysis, and Proactive Health analysis. OEMs engineering team should be available within one day on call in case of any issues or upon intimation of bank.

6. On-site comprehensive warranty and AMC: The warranty will be from 60 months from date of installation or 63 months from date of delivery, whichever is earlier and AMC for further 24 months would be on-site and comprehensive in nature, for all the hardware components including free replacement of spares, parts, kits, software & firmware upgrades, patches as and when necessary and back to back support from the OEM. Vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a specified warranty period. Vendor will provide support for operating systems and other preinstalled software components during the warranty period of the hardware on which this software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.

7. **Penalties Specifically for Servers**: During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

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

(p) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn-out or defective parts of the equipment on all days of week (viz. Monday to Sunday) on 24x7 basis. In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at its premises.

(q) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed two hours. Following are the penalties for the non-adherence.

S/N	Response Time	Penalty
1	Within two hours	Nil
2	Beyond two hours up to six hours	Rs. 10,000 per instance
3	Beyond six hours up to twelve hours	Rs. 25,000 per instance
4	Beyond twelve hours up to twenty-four hours	Rs. 1,00,000 per instance
5	Beyond 24 hours	Bank may take suitable action.

(r) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 4 hours of being informed of the same. In any case the Equipment should be made workable and available not later than the next working day of the Bank.

S/N	Resolution Time	Penalty
1	Within four hours	Nil

2	Beyond four hours up to twelve hours	Rs. 50,000 per instance
3	Beyond twelve hours up to twenty four hours	Rs. 1,00,000 per instance
4	Beyond 24 hours	Bank may take suitable action.

(s) Vendor shall ensure that the full configuration of the Equipment is available to the Bank in proper working condition viz. uptime of 99.99% of the time on a 24*7 basis.

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

Uptime (%) = Sum of hours during quarter*Ordered server count - Sum of downtime hours during quarter X 100

Sum of total hours during the quarter* Ordered server count

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

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

S. No.	**Uptime Range**	**Penalty**
1.	99.98% to 99.99%	5% of Total Project Cost
2.	99.00% to 99.98%	7% of Total Project Cost
3.	<99%	10% of Total Project Cost. Also Bank reserves the right to terminate the contract and invoke the PBG.*

(v) The maximum response time for a technical support ticket and OEM tech support engineer joining the support call shall not exceed 30 minutes. Following are the penalties for the non-adherence:

S/N	**Response Time**	**Penalty**
1	Within 30 minutes	Nil
2	Beyond 30 minutes up to one hour	Rs. 50,000 per instance
3	Beyond one hour	Rs. 1,00,000 per hour

For resolution, penalties mentioned in point no. (d) will be applicable.

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

(x) For performance and support:

S. No.	**Performance and Support service level**	**Penalty for breach in Rs.**
1	RCA for any incident should be submitted to Bank in maximum 3 working days.	Rs.10,000 for every additional working day
2	Incomplete documentation	Penalty of Rs. 10,000 if documentation not found to be created/updated/low quality for each instance
3	If server is not performing as per specifications and performance requirements given in the RFP	Rs. 10,000/- per instance.
4	Redundancy not functioning.	Rs 50,000/- per instance.
5	Software/Bug fixes not provided within three months from the date of detection.	Rs 1,00,000/- per month till a fix is provided.

(y) All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the Bank.

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

(aa) The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and /of malfunction of the Equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be

signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

(bb) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.

8. **Penalties specifically for storage Solutions** (other common points/penalties mentioned are also applicable)

During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

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

(b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment 24x7x365 days basis. In case of any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at its premises.

(c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 2 (two) hours.

(d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 4 (four) hours of being informed of the same. In any case the Equipment should be made workable and available not later than the next working day of the Bank.

(e) Vendor shall ensure that the full configuration of the Equipment is available to the Bank in proper working condition viz. uptime of 99.9999% of the time on a 24 x7 x365 basis.

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

Uptime (%) = Sum of total minutes during month - Sum of downtime minutes during month X 100
Sum of total hours during the month

Total minutes during the month = No. of days x 24 hours x 60 minutes

(g) Penalties:

For uptime of each storage system at one site shall be as under;

S. No.	Uptime Range in percentage for a year	Penalty for breach in Rs.
1.	Less than 99.9999 up to 99.9998	Rs. 10 Lakh
2.	Less than 99.9998 to 99.9995	Rs. 20 Lakh
3.	Less than 99.9995	Rs. 50 Lakh and bank may take appropriate decision from invoking PBG or termination of contract etc.

For performance and support:

S. No.	Performance and Support service level	Penalty for breach in Rs.
1	RCA for any incident should be submitted to Bank in maximum 3 working days.	Rs.10,000 for every additional working day
2	Not handling support tickets within stipulated time	Rs. 1000 per day
3	Incomplete documentation	Penalty of Rs. 10,000 if documentation not found to be created/updated/low quality for each instance
4	If a resource is not available	150% deduction for the resource on pro-rata basis.

5	If any production LUN/volume went offline any point of time due to any Human error /monitoring Negligence/Software bug	Rs. 1 Lakhs per incident
6	If both controller of HA pair went offline at any point of time due to any Human error /monitoring Negligence/Software bug	Rs. 10 Lakhs per incident
7	Any Delay in HBA Firmware Compatibility requirements mentioned in RFP specification point no 15 sub point 2	Rs. 20,000/- for every additional working day maximum up to 2lakhs or to be decided.
8	If storage is not performing as per specifications and performance requirements given in the RFP	Rs. 10,000/- per instance.

11. Definition / benchmark of OEM Tech support response and resolution time for server and storage solution:

Severity	**Description.** (OEM Technical support should be able to respond and resolve or provide workaround in a timebound matter)	**Response Time from the time of lodging ticket case.**	**Maximum Resolution time from the time of lodging ticket case** **If issue can't be resolved within stipulated time, workaround for restoring**

			normalcy should be provided.
Severity 1	Bank's production system or other mission critical system(s) are down or severely impaired or apprehended to be down/faulter and no workaround such as component-level redundancy is immediately available, or all or a substantial portion of Bank's mission critical data is at a significant risk of loss or corruption; or Bank has had a substantial loss of service or capacity (>10%); or Bank's business operations have been severely disrupted.	Within 15 minutes, 24 hrs/day, 7 days/week	45 Minutes
Severity 2	Major functionality of the Bank system is impaired such that (i) operations can continue in a restricted fashion, but normal day to day management or configuration of the system has been adversely affected; or (ii) a major deployment milestone is at risk; ongoing and incremental installations or upgrades are affected; (iii) Bank has a minor loss of capacity (<10%); (iv) Bank has loss some or all of their redundancy functionality; or (v) there is a substantial risk of an imminent service outage.	Within 30 minutes, 24 hrs/day, 7 days/week	90 Minutes
Severity 3	Partial, noncritical loss of functionality of the Software such that: (i) the operation of some component(s) is impaired but allows the Bank to continue using the Storage; or (ii)	2 business hours, 10 hrs/day, 5 days/week	6 Hours

	failures of the Software/hardware that do not affect the normal daily operations of the Bank's system		
Severity 4	General usage questions and cosmetic issues, including errors in the Documentation, or general issues with performance management or logging functionality.	8 business hours, 10 hrs/day, 5 days/week	24 Hours

Penalties for not meeting Technical support response by Storage Solution & Server OEM and resolution time:

Severity	**Penalty for Response Time Delay**	**Penalty for Resolution/Workaround time delay per instance.**
Severity 1	For delay of every 15 minutes or part thereof.	Response Time: <= 15 Minutes – Nil > Within 15 Min -1 Hour – Rs 1 Lakh > Within 1- 2 Hours – Rs 2 Lakh After 2 hours, every delay of 15 Minutes- Rs 5 Lakh Resolution time: <= 45 Minutes – Nil > Within 1.5 Hours (90 Minutes) – Rs 1 Lakh > Within 1.5- 2.5 Hours – Rs 2 Lakh After 2.5 hours, every delay of 15 Minutes- Rs 5 Lakh
Severity 2	For delay of every 30 minutes or part thereof.	Response Time: <= 30 Minutes – Nil > Within 30 Min-1 Hour – Rs 50,000/- > Within 1- 2 Hours – Rs 1 Lakh After 2 hours, Rs 3 Lakh Resolution time: <= 90 Minutes – Nil > Within 1.5 - 3 Hours – Rs 50,000/- > Within 3 - 5 Hours – Rs 1 Lakh After 5 hours, Rs 3 Lakh

Severity 3	For delay of every 1 Hour or part thereof.	Response Time: <= 2 Hours – Nil > Within 2 - 3 Hour – Rs 25,000/- > Within 3 - 5 Hours – Rs 50,000/- After 5 hours, Rs 1 Lakh Resolution time: <= 90 Minutes – Nil > Within 1.5 - 3 Hours – Rs 25,000/- > Within 3 - 5 Hours – Rs 50,000/- After 5 hours, Rs 1 Lakh
Severity 4	For delay of every day or part thereof.	Response Time: <= Same day – Nil > Within next 2 days – Rs 25,000/- > Within 3 - 5 Days – Rs 50,000/- After 5 Days, Rs 1 Lakh Resolution time: <= Same or next day – Nil > Within next 2 days – Rs 25,000/- > Within 4 - 6 Days – Rs 50,000/- After 6 Days, Rs 1 Lakh

Illustration: Penalty calculation

Severity	***Penalty for delay in Response Time***	***Penalty for delay in Resolution/Workaround Time***
Severity 1	For delay of every 15 minutes or part thereof. Illustration : Bank raised a ticket and engineer came on call after 40 minutes but it was realized that engineer was not the SME for the module for which	Response Time: <= 15 Minutes – Nil > Within 15 min - 1 Hour – Rs 1 Lakh > Within 1- 2 Hours – Rs 2 Lakh After 2 hours, every delay of 15 Minutes- Rs 5 Lakh Resolution time:

	call has been logged, the right skilled engineer came on call by 65th minute. And Resolution was provided in 110 minutes.	<= 45 Minutes – Nil > Within 1.5 Hours (90 Minutes) – Rs 1 Lakh > Within 1.5- 2.5 Hours – Rs 2 Lakh After 2.5 hours, every delay of 15 Minutes- Rs 5 Lakh Illustration: Penalty for late response = Rs 5 Lakh (Rs. 3 Lakh for three episodes of 15 minutes within (15m-1hr bracket) and Rs. 2 Lakh for one episode within 1hr – 2 hrs bracket.) Penalty for late resolution/workaround = (Rs. 3 Lakh for three episodes of 15 minutes within (45 m-1.5hr bracket) and Rs. 4 Lakh for two episode within 1.5hr – 2.5 hrs bracket.) Total Penalty = 12 Lakhs

12. **Common Penalties for Security Obligations for both servers and storage**:

a. Failure to Provide Security Patch or Version Upgrade

a.1 Security Patch SLA: For any High or Critical security vulnerability (CVSS score ≥ 7.0) discovered in products supplied under this contract:

- Bidder shall provide a remediation patch, version upgrade, or validated mitigation within 10 calendar days of public disclosure or internal discovery, whichever is earlier without any cost.

a.2 Penalty: For everyday delay beyond the stipulated 10-day window, Rs. 50,000 per day per CVE.

b. Failure to Adhere to Security Obligations

b.1 Timely Notification of Security Incidents: Bidder (or OEM directly) shall notify the Bank of any known or suspected security breach, data leak, or compromise in its products or systems within 24 hours of discovery.

b.2 Penalty: For failure to notify within this window, penalty shall be Rs.50,000 per day.

b.3 Vulnerability Disclosure and Transparency: Bidder shall publish all known security vulnerabilities affecting its products quarterly and must provide the bank with early access to this information. In case of default the penalty shall be Rs.1 Lakh per instance.
b.4 Third-Party Vulnerability Management: Bidder shall disclose and take full responsibility for addressing any third-party and/or open sources components vulnerabilities (e.g., open source libraries if any) or any other issues including legal issues, if used in its products. In case of default the penalty shall be Rs.5 Lakh per instance.

c. Independent Security Assessment

c.1 OEM shall conduct annual third-party vulnerability assessments or penetration testing of its hosted services (or provide a recent independent audit report such as SOC 2 Type II or ISO 27001 certification).
c.2 Penalty: non submission of report of such assessments or failure to provide audit reports will trigger a Rs. 5,00,000 per year.

d. Other Penalties:

5. Incomplete documentation: Penalty of Rs. 10,000/- per instance if document not found to be created/updated/low quality.
6. If any task not completed within timeline set by bank: Rs. 10,000/- per instance.
7. If a resource is found to be violating subcontracting clause, will attract a penalty of Rs. 5 Lakhs per incident. Also, Bank at its discretion may take suitable action.
8. **Maximum cap on penalties will be 10% of the project cost.**

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

f. All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the Bank.

Common points for both servers and storage solution:

16. Any worn or defective parts withdrawn from the Equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.

17. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the Equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.

18. If Bank desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.

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

20. Future additions of Hardware / Software:

(c) The Bank would have the right to:

iv. Shift supplied systems to an alternative site of its choice.

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

vi. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

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

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

ANNEXURE-B

Data Processing Agreement

≤ Applicable in case of activities for which selection of vendor/outsourcing of activities has been initiated involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers>

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") dated _____between:

(i) State Bank of India ("Controller")

And

(ii) M/s. _____("Data Processor")

WHEREAS:

(A) State Bank of India (hereafter referred to as "SBI") acts as a Data Controller.

(B) SBI wishes to contract certain Services (provided in Schedule 1), which imply the processing of personal data (provided in Schedule 2), to the Data Processor.

The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any other data protection and privacy laws applicable to the Services.

(C) The Parties wish to lay down their rights and obligations (Processor obligations in Clause 3).

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation:

1.1 Unless otherwise defined herein, terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all schedules.

1.1.2 "Controller" has the meaning given to "data controller" in the UK Data Protection Act 1998 and "controller" in the General Data Protection Regulation (as applicable).

1.1.3 "Client" means a customer of State Bank of India.

1.1.4 “Data Protection Legislation” means as applicable, the UK Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any laws or regulations implementing it, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any equivalent or replacement law in the UK and any other data protection and privacy laws applicable to the Services.

1.1.5 “Data subject” has the meaning given to it in the Data Protection Legislation.

1.1.6 "Personal Data" has the meaning given to it in the Data Protection Legislation and relates only to Personal Data processed by a Contracted Processor on behalf of SBI pursuant to or in connection with the Principal Agreement in relation to the Services provided.

1.1.7 "Processor" means a data processor providing services to SBI.

1.1.8 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of SBI in connection with the Agreement.

1.1.9 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

1.1.10 "EEA" means the European Economic Area.

1.1.11 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

1.1.12 "GDPR" means EU General Data Protection Regulation 2016/679.

1.1.13 "Data Transfer" means:

1.1.13.1 a transfer of Personal Data from SBI to a Processor; or

1.1.13.2 an onward transfer of Personal Data from a Processor to a Subcontracted Processor, or between two establishments of a Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

1.1.14 "Services" means the services to be performed by the Processor described in the Principal Agreement (as provided in Schedule 1).

1.1.15 “Supervisory authority” has the meaning given to it in the Data Protection Legislation.

1.1.16 “Personal data breach” has the meaning given to it in the Data Protection Legislation.

1.1.17 “Personnel” means the personnel of the Processor, Subcontractors and Sub processors who provide the applicable Services; and

1.1.18 “Third country” has the meaning given to it in the Data Protection Legislation.

2. Processing of Personal Data:

2.1 In the course of providing Services to State Bank of India, the Processor may process Personal Data on behalf of State Bank of India.

2.2 Processor shall:

2.2.1 comply with all applicable Data Protection Laws in the Processing of Personal Data; and

2.2.2 not Process Personal Data other than on the relevant documented instructions of SBI.

3. PROCESSOR OBLIGATIONS:

3.1 Processor Personnel:

Processor shall take reasonable steps to ensure the reliability of any employee, agent or sub-processor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.1.1. The Processor shall process Personal Data only on the documented instructions from State Bank of India from time to time. State Bank of India shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor shall promptly comply with such instructions.

3.1.2. Notwithstanding clause 3.1, the Processor (and its Personnel) may process the Personal Data if it is required to do so by European Union law, Member State law or to satisfy any other legal obligations to which it is subject. In such circumstance, the Processor shall notify State Bank of India of that requirement before it processes the Personal Data, unless the applicable law prohibits it from doing so.

3.1.3. The Processor shall immediately notify State Bank of India if, in Processor's opinion, State Bank of India's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Processor is unable to comply with any instruction received from State Bank of India, it shall promptly notify State Bank of India accordingly.

3.1.4. The purpose of the Processor processing Personal Data is the performance of the Services pursuant to the Principal Agreement.

3.2 Security:

3.2.1 Taking into account the nature, scope, context and purposes of Processing (provided in Schedule 2) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in Schedule 3) to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.2.2 In assessing the appropriate level of security, Processor shall take into account, in particular, risks related to processing of Personal Data.

3.2.3 The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of State Bank of India as updated and notified to the Processor by State Bank of India from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without State Bank of India's prior consent.

3.3 Sub-Processing:

3.3.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub-Processors without prior written authorisation from State Bank of India. The Processor shall provide State Bank of India with [no less than [xx days] prior written (including email) notice before engaging a new Sub processor thereby giving State Bank of India an opportunity to object to such changes. If State Bank of India wishes to object to such new

Sub processor, then State Bank of India may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

3.3.2 The Processor shall include in any contract with its Sub processors who will process Personal Data on State Bank of India's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the Processor in this Agreement relating to Personal Data. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the Processor would be liable if performing the services of each Sub processor directly under the terms of this Agreement.

3.4 Data Subject Rights:

Data subjects (SBI NRI customers) whose Personal Data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such Personal Data under Data Protection Legislation. Such requests shall be addressed to and be considered by State Bank of India responsible for ensuring such requests are handled in accordance with Data Protection Legislation.

3.4.1Taking into account the nature of the Processing, Processor shall assist SBI by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of SBI's obligations, as reasonably understood by SBI, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

3.4.2 In case Data Subject Requests are received by Processor, then the Processor shall:

3.4.2.1 promptly notify SBI if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

3.4.2.2 ensure that it does not respond to that request except on the documented instructions of SBI or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws

3.4.2.3 inform SBI of that legal requirement before the Processor responds to the request.

3.5 Personal Data Breach:

3.5.1 Processor shall notify SBI without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing SBI with sufficient information to

allow SBI to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

3.5.2 Processor shall co-operate with SBI and take reasonable commercial steps as are directed by SBI to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

3.6 Data Protection Impact Assessment and Prior Consultation:

Processor shall provide reasonable assistance to SBI with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which SBI reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by and taking into account the nature of the Processing and information available to, the Processors.

3.7 Deletion or return of Personal Data:

3.7.1 Subject to this section 3.7 Processor shall, promptly and in any event within <XX> business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete all copies of those Personal Data.

3.7.2 Processor shall provide written certification to SBI that it has fully complied with this section 3.7 within < XX > business days of the Cessation Date.

3.8 Audit Rights:

The Processor shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.

3.9 Data Transfer:

The Processor may not transfer or authorize the transfer of Data to countries outside the EU/ India and/or the European Economic Area (EEA) without the prior written consent of SBI. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the

Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses / EU-US Privacy Shield for the transfer of personal data.

3.10 Records:

The Processor shall maintain written records of its data processing activities pursuant to providing the Services to State Bank of India in accordance with Data Protection Legislation.

3.11 Notify:

The Processor shall immediately and fully notify State Bank of India in writing of any communications the Processor (or any of its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

3.12 Agreement Termination:

Upon expiry or termination of this Agreement or the Services for any reason or State Bank of India's earlier request, the Procesor shall: (i) return to State Bank of India; and (ii) delete from all computer systems and other data storage systems, all Personal Data, provided that the Processor shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Processor shall confirm to State Bank of India that it has complied with its obligation to delete Personal Data under this clause.

4. STATE BANK OF INDIA'S OBLIGATIONS:

State Bank of India shall:

4.1 in its use of the Services, process the Personal Data in accordance with the requirements of the Data Protection Legislation.

4.2 use its reasonable endeavours to promptly notify the Processor if it becomes aware of any breaches or of other irregularities with the requirements of the Data Protection Legislation in respect of the Personal Data processed by the Processor.

5. General Terms:

5.1 Confidentiality:

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law.

(b) the relevant information is already in the public domain.

5.2 Notices:

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

5.3 Governing Law and Jurisdiction:

5.3.1This Agreement is governed by the laws of INDIA.

5.3.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of MUMBAI.

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below.

For State Bank of India
Signature _____
Name _____
Title _____
Date Signed _____

For Processor M/s
Signature _____
Name _____
Title _____
Date Signed _____

SCHEDULE 1

1.1 Services

<<Insert a description of the Services provided by the Data Processor (under the Principal Service Agreement, where relevant)>>.

SCHEDULE 2

Personal Data

Category of Personal	Category of Data Subject	Nature of Processing	Purpose(s) of Processing	Duration of Processing

Data		**Carried Out**		

SCHEDULE 3

Technical and Organisational Data Protection Measures

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of SBI, it maintains security measures to a standard appropriate to:

1.1. the nature of the Personal Data; and

1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.

2. In particular, the Processor shall:

2.1. have in place, and comply with, a security policy which:

2.1.1. defines security needs based on a risk assessment.

2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to SBI on or before the commencement of this Agreement.

2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.

2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.

2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.

2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.

2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).

2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.

2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.

2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.

2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:

2.1.14.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and

2.1.14.2. notifying SBI as soon as any such security breach occurs.

2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and

2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and SBI's Information Security Policy as appropriate.

At the time of signing this Agreement, the Processor has the following technical and organizational measures in place: (To be vetted by SBI)

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
1	Whether the Processor has Information security policy in place with periodic reviews?			
2	Whether the Processor have operational processes with periodic review, including but not limited to:	a. Business Continuity Management		
		b. Backup management		
		c. Desktop/system/server/network device hardening with baseline controls		
		d. Patch Management		
		e. Port Management Media Movement		
		f. Log Management		
		g. Personnel Security		
		h. Physical Security		
		i. Internal security assessment processes		
3	Whether a proper documented Change Management process has been instituted by the Processor?			
4	Whether the Processor has a documented policy and process of Incident management /response?			
5	Whether the	a. Firewall		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	Processor's environment is suitably protected from external threats by way of:	b. WAF		
		c. IDS/IPS		
		d. AD		
		e. AV		
		f. NAC		
		g. DLP		
		h. Any other technology		
6	Whether rules are implemented on Firewalls of the Processor environment as per an approved process?			
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?			
8	Whether proper log generation, storage, management and analysis happens for the Processor application?			
9	Is the Processor maintaining all logs for forensic readiness related to:	a. Web		
		b. Application		
		c. DB		
		d. Configuration		
		e. User access		
10	Whether the Processor maintains logs for privileged access to their critical systems?			
11	Whether privilege access to the Processor environment is permitted from internet?			
12	Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?			
13	Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?			
14	Whether Processor has deployed secure environments for their applications for:	a. Production		
		b. Disaster recovery		
		c. Testing environments		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
15	Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:	a. Web		
		b. App		
		c. DB		
		d. Critical applications		
		e. Non-Critical applications		
		f. UAT		
16	Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?			
17	Whether Internet access is permitted on:	a. Internal servers		
		b. Database servers		
		c. Any other servers		
18	Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?			
19	Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?			
20	Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?			
21	Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?			
22	Whether the Processor has deployed any open source or free software in their environment?			
	If yes, whether security review has been done for such software?			
23	Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?			
24	Whether the data shared with the Processor is of sensitive nature?			
25	Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?			
26	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)			

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
27	Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?			
28	Whether the Processor is required to store the data owned by State Bank?			
29	Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?			
30	Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?			
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?			
32	Whether the Processor is required to share SBI specific data to any other party for any purpose?			
33	Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?			
34	Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?			
	If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.			
35	Whether Application Owner has verified that the Processor has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act?			
36	Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service?			
37	Whether the SLA/agreement between SBI and the Processor contains these clauses:	a. Right to Audit to SBI with scope defined		
		b. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management,		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
		access management, log management etc.		
		c. Right to recall data by SBI.		
		d. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.		
		e. Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to SBI, due to vendor negligence.		
		f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies.		

ANNEXURE-C

FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Sr.	Data Field	Details
1	Component Name	
2	Component Version	
3	Component Description	

4	Component Supplier	
5	Component License	
6	Component Origin	
7	Component Dependencies	
8	Vulnerabilities	
9	Patch Status	
10	Release Date	
11	End of Life (EOL Date) Date	
12	Criticality	
13	Usage Restrictions	
14	Checksums or Hashes	
15	Executable Property	
16	Archive Property	
17	Structured Property	
18	Unique Identifier	
19	Comments or Notes	
20	Any Other Relevant Data	
21	Author of SBOM Data	
22	Timestamp	

Guidance notes on filling the SBOM format above:

1. **Component Name**: The name of the software component or library included in the SBOM.
2. **Component Version**: The version number or identifier of the software component.
3. **Component Description**: A brief description or summary of the functionality and purpose of the software component.
4. **Component Supplier**: The entity or organization that supplied the software component, such as a vendor, third-party supplier, or open-source project.
5. **Component License**: The license under which the software component is distributed, including details such as the license type, terms, and restrictions.
6. **Component Origin**: The source or origin of the software component, such as whether it is proprietary, open-source, or obtained from a third-party vendor.
7. **Component Dependencies**: Any other software components or libraries that the current component depends on, including their names and versions.
8. **Vulnerabilities**: Information about known security vulnerabilities or weaknesses associated with the software component, including severity ratings and references to security advisories or CVE identifiers.
9. **Patch Status**: The patch or update status of the software component, indicating whether any patches or updates are available to address known vulnerabilities or issues.
10. **Release Date**: The date when the software component was released or made available for use.
11. **End-of-Life (EOL) Date**: The date when support or maintenance for the software

component is scheduled to end, indicating the end of its lifecycle.

12. **Criticality**: The criticality or importance of the software component to the overall functionality or security of the application, often categorized as critical, high, medium, or low.
13. **Usage Restrictions**: Any usage restrictions or limitations associated with the software component, such as export control restrictions or intellectual property rights.
14. **Checksums or Hashes**: Cryptographic checksums or hashes of the software component files to ensure integrity and authenticity.
15. **Executable Property**: Attributes indicating whether a component within an SBOM can be executed.
16. **Archive Property**: Characteristics denoting if a component within an SBOM is stored as an archive or compressed file.
17. **Structured Property**: Descriptors defining the organized format of data within a component listed in an SBOM.
18. **Unique Identifier**: A unique identifier is a distinct code assigned to each software component, structured as

    "pkg:supplier/OrganizationName/ComponentName@Version?qualifiers&subpath," aiding in tracking ownership changes and version updates, thus ensuring accurate and consistent software component management.
19. **Comments or Notes**: Additional comments, notes, or annotations relevant to the software component or its inclusion in the SBOM.
20. **Any Other Relevant Data:** Any other data related to the component may be incorporate herein. Additional rows may be added, if need be.
21. **Author of SBOM Data**: The name of the entity that creates the SBOM data for this component.
22. **Timestamp**: Record of the date and time of the SBOM data assembly.

_____XXXXX_____

Appendix–N

NON-DISCLOSURE AGREEMENT

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

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

And

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

And Whereas

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

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

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

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

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

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

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

2. **Restrictions**

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

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

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

i. the statutory auditors of the either party and

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

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

3. **Rights and Remedies**

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

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

(d) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

i. Suspension of access privileges

ii. Change of personnel assigned to the job

iii. Termination of contract

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

4. **Miscellaneous**

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

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

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

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

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

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

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

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

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

5. **Suggestions and Feedback**

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

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

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

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix–O

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

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

Appendix–P

Format for Submission of Client References for bidder

To whosoever it may concern

S/N	Name of bidder	Quantity, make and cost of Servers supplied	PO Number	Quantity in PB, make and cost Storage supplied	PO Number

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

Name & Signature of authorised signatory

Seal of Company

Appendix–P1

Format for Submission of Client References for OEM

To whosoever it may concern

S/N	Name of OEM	Quantity, make and cost of Servers supplied	PO Number	Quantity in PB, make and cost Storage supplied	PO Number

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

Name & Signature of authorised signatory

Seal of Company

Appendix–Q

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

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

And

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

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

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

NOW, THEREFORE,

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

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

distortionary impact of corruption on public procurement; and

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

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

1. **Commitments of the BUYER**

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

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

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

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

2. **Commitments of BIDDERs**

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

2. 2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift,

consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

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

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the BUYER as part of

the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

3. **Previous Transgression**

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

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

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

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

payment to the BUYER.

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

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

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

5. **Sanctions for Violations**

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

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

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

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

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

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

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from

such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

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

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

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

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

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

6. **Fall Clause**

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

7. **Independent Monitors**

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

Shri Satyajeet Mohanty satyajitmohanty88@gmail.com	Shri Otem Dai 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	For BIDDER
Name of the Officer.	Chief Executive Officer/
Designation	Authorised Signatory
Office / Department / Branch	Designation
State Bank of India.	
Witness	Witness
1	1.
2	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-R

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF COMPUTER HARDWARE, SOFTWARE & PERIPHERALS
AS ARE SET OUT IN THE SBI RFP NO.SBI:xx:xx DATED dd/mm/yyyy

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and commissioning of _____(name of Product/ Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

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

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

however, that our liability against such sum shall not exceed the sum of Rs._____/- (Rupees _____ Only).

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

6. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs._____/- (Rupees _____ Only)

b) Our liability under these presents shall not exceed the sum of Rs._____/- (Rupees _____ Only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.

f) Unless a claim or suit or action is filed against us on or before____(date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

(a) Our liability under this Bank Guarantee shall not exceed Rs……../- (Rupees …….only)

(b) This Bank Guarantee shall be valid upto …….

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……

Yours faithfully,

For and on behalf of

_____

Authorized official of the bank

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

Appendix-S

Data Processing Agreement

≤ Applicable in case of activities for which selection of vendor/outsourcing of activities has been initiated involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers>

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") dated _____between:

(i) State Bank of India ("Controller")

And

(ii) M/s. _____("Data Processor")

WHEREAS:

(A) State Bank of India (hereafter referred to as “SBI”) acts as a Data Controller.

(B) SBI wishes to contract certain Services (provided in Schedule 1), which imply the processing of personal data (provided in Schedule 2), to the Data Processor.

The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any other data protection and privacy laws applicable to the Services.

(C) The Parties wish to lay down their rights and obligations (Processor obligations in Clause 3).

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation:

1.1 Unless otherwise defined herein, terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all schedules.

1.1.2 “Controller” has the meaning given to “data controller” in the UK Data Protection Act 1998 and “controller” in the General Data Protection Regulation (as applicable).

1.1.3 “Client” means a customer of State Bank of India.
1.1.4 “Data Protection Legislation” means as applicable, the UK Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any laws or regulations implementing it, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any equivalent or replacement law in the UK and any other data protection and privacy laws applicable to the Services.

1.1.5 “Data subject” has the meaning given to it in the Data Protection Legislation.

1.1.6 "Personal Data" has the meaning given to it in the Data Protection Legislation and relates only to Personal Data processed by a Contracted Processor on behalf of SBI pursuant to or in connection with the Principal Agreement in relation to the Services provided.

1.1.7 "Processor" means a data processor providing services to SBI.

1.1.8 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of SBI in connection with the Agreement.

1.1.9 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

1.1.10 "EEA" means the European Economic Area.

1.1.11 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

1.1.12 "GDPR" means EU General Data Protection Regulation 2016/679.

1.1.13 "Data Transfer" means:

1.1.13.1 a transfer of Personal Data from SBI to a Processor; or

1.1.13.2 an onward transfer of Personal Data from a Processor to a Subcontracted Processor, or between two establishments of a Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

1.1.14 "Services" means the services to be performed by the Processor described in the Principal Agreement (as provided in Schedule 1).

1.1.15 “Supervisory authority” has the meaning given to it in the Data Protection Legislation.

1.1.16 “Personal data breach” has the meaning given to it in the Data Protection Legislation.

1.1.17 “Personnel” means the personnel of the Processor, Subcontractors and Sub processors who provide the applicable Services; and

1.1.18 “Third country” has the meaning given to it in the Data Protection Legislation.

2. Processing of Personal Data:

2.1 In the course of providing Services to State Bank of India, the Processor may process Personal Data on behalf of State Bank of India.

2.2 Processor shall:

2.2.1 comply with all applicable Data Protection Laws in the Processing of Personal Data; and

2.2.2 not Process Personal Data other than on the relevant documented instructions of SBI.

3. PROCESSOR OBLIGATIONS:

3.1 Processor Personnel:

Processor shall take reasonable steps to ensure the reliability of any employee, agent or sub-processor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.1.1. The Processor shall process Personal Data only on the documented instructions from State Bank of India from time to time. State Bank of India shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor shall promptly comply with such instructions.

3.1.2. Notwithstanding clause 3.1, the Processor (and its Personnel) may process the Personal Data if it is required to do so by European Union law, Member State law or to satisfy any other legal obligations to which it is subject. In such circumstance, the Processor shall notify State Bank of India of that requirement before it processes the Personal Data, unless the applicable law prohibits it from doing so.

3.1.3. The Processor shall immediately notify State Bank of India if, in Processor's opinion, State Bank of India's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Processor is unable to comply with any

instruction received from State Bank of India, it shall promptly notify State Bank of India accordingly.

3.1.4. The purpose of the Processor processing Personal Data is the performance of the Services pursuant to the Principal Agreement.

3.2 Security:

3.2.1 Taking into account the nature, scope, context and purposes of Processing (provided in Schedule 2) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in Schedule 3) to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.2.2 In assessing the appropriate level of security, Processor shall take into account, in particular, risks related to processing of Personal Data.

3.2.3 The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of State Bank of India as updated and notified to the Processor by State Bank of India from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without State Bank of India's prior consent.

3.3 Sub-Processing:

3.3.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from State Bank of India. The Processor shall provide State Bank of India with [no less than [xx days] prior written (including email) notice before engaging a new Sub processor thereby giving State Bank of India an opportunity to object to such changes. If State Bank of India wishes to object to such new Sub processor, then State Bank of India may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

3.3.2 The Processor shall include in any contract with its Sub processors who will

process Personal Data on State Bank of India's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the
Processor in this Agreement relating to Personal Data. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the Processor would be liable if performing the services of each Sub processor directly under the terms of this Agreement.

3.4 Data Subject Rights:

Data subjects (SBI NRI customers) whose Personal Data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such Personal Data under Data Protection Legislation. Such requests shall be addressed to and be considered by State Bank of India responsible for ensuring such requests are handled in accordance with Data Protection Legislation.

3.4.1Taking into account the nature of the Processing, Processor shall assist SBI by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of SBI's obligations, as reasonably understood by SBI, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

3.4.2 In case Data Subject Requests are received by Processor, then the Processor shall:

3.4.2.1 promptly notify SBI if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

3.4.2.2 ensure that it does not respond to that request except on the documented instructions of SBI or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws

3.4.2.3 inform SBI of that legal requirement before the Processor responds to the request.

3.5 Personal Data Breach:

3.5.1 Processor shall notify SBI without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing SBI with sufficient information to allow SBI to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

3.5.2 Processor shall co-operate with SBI and take reasonable commercial steps as are directed by SBI to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

3.6 Data Protection Impact Assessment and Prior Consultation:

Processor shall provide reasonable assistance to SBI with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which SBI reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by and taking into account the nature of the Processing and information available to, the Processors.

3.7 Deletion or return of Personal Data:

3.7.1 Subject to this section 3.7 Processor shall, promptly and in any event within <XX> business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete all copies of those Personal Data.

3.7.2 Processor shall provide written certification to SBI that it has fully complied with this section 3.7 within < XX > business days of the Cessation Date.

3.8 Audit Rights:

The Processor shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.

3.9 Data Transfer:

The Processor may not transfer or authorize the transfer of Data to countries outside the EU/ India and/or the European Economic Area (EEA) without the prior written consent of SBI. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties

shall, unless agreed otherwise, rely on EU approved standard contractual clauses / EU-US Privacy Shield for the transfer of personal data.

3.10 Records:

The Processor shall maintain written records of its data processing activities pursuant to providing the Services to State Bank of India in accordance with Data Protection Legislation.

3.11 Notify:

The Processor shall immediately and fully notify State Bank of India in writing of any communications the Processor (or any of its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

3.12 Agreement Termination:

Upon expiry or termination of this Agreement or the Services for any reason or State Bank of India's earlier request, the Procesor shall: (i) return to State Bank of India; and (ii) delete from all computer systems and other data storage systems, all Personal Data, provided that the Processor shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Processor shall confirm to State Bank of India that it has complied with its obligation to delete Personal Data under this clause.

4. STATE BANK OF INDIA'S OBLIGATIONS:

State Bank of India shall:

4.1 in its use of the Services, process the Personal Data in accordance with the requirements of the Data Protection Legislation.

4.2 use its reasonable endeavours to promptly notify the Processor if it becomes aware of any breaches or of other irregularities with the requirements of the Data Protection Legislation in respect of the Personal Data processed by the Processor.

5. General Terms:

5.1 Confidentiality:

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law.

(b) the relevant information is already in the public domain.

5.2 Notices:

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

5.3 Governing Law and Jurisdiction:

5.3.1This Agreement is governed by the laws of INDIA.

5.3.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of MUMBAI.

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below.

For State Bank of India
Signature _____
Name _____
Title _____
Date Signed _____

For Processor M/s
Signature _____
Name _____

Title _____

Date Signed _____

SCHEDULE 1

1.1 Services

<<Insert a description of the Services provided by the Data Processor (under the Principal Service Agreement, where relevant)>>.

SCHEDULE 2

Personal Data

Category of Personal Data	**Category of Data Subject**	**Nature of Processing Carried Out**	**Purpose(s) of Processing**	**Duration of Processing**

SCHEDULE 3

Technical and Organisational Data Protection Measures

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of SBI, it maintains security measures to a standard appropriate to:

1.1. the nature of the Personal Data; and

1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.

2. In particular, the Processor shall:

2.1. have in place, and comply with, a security policy which:

2.1.1. defines security needs based on a risk assessment.

2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to SBI on or before the commencement of this Agreement.

2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.

2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.

2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.

2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.

2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).

2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.

2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.

2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.

2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:

2.1.14.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and

2.1.14.2. notifying SBI as soon as any such security breach occurs.

2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and

2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and SBI's Information Security Policy as appropriate.

At the time of signing this Agreement, the Processor has the following technical and organizational measures in place: (To be vetted by SBI)

S. No	**Controls to be implemented**		**Compliance (Yes / No)**	**If under implementation, give date by which implementation will be done**
1	Whether the Processor has Information security policy in place with periodic reviews?			
2	Whether the Processor have operational processes with periodic review, including but not limited to:	j. Business Continuity Management		
		k. Backup management		
		l. Desktop/system/server/network device hardening with baseline controls		
		m. Patch Management		
		n. Port Management Media Movement		
		o. Log Management		
		p. Personnel Security		
		q. Physical Security		
		r. Internal security assessment processes		
3	Whether a proper documented Change Management process has been instituted by the Processor?			
4	Whether the Processor has a documented policy and process of Incident management /response?			
5		i. Firewall		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	Whether the Processor's environment is suitably protected from external threats by way of:	j. WAF		
		k. IDS/IPS		
		l. AD		
		m. AV		
		n. NAC		
		o. DLP		
		p. Any other technology		
6	Whether rules are implemented on Firewalls of the Processor environment as per an approved process?			
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?			
8	Whether proper log generation, storage, management and analysis happens for the Processor application?			
9	Is the Processor maintaining all logs for forensic readiness related to:	f. Web		
		g. Application		
		h. DB		
		i. Configuration		
		j. User access		
10	Whether the Processor maintains logs for privileged access to their critical systems?			
11	Whether privilege access to the Processor environment is permitted from internet?			
12	Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?			
13	Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?			

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
14	Whether Processor has deployed secure environments for their applications for:	d. Production		
		e. Disaster recovery		
		f. Testing environments		
15	Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:	g. Web		
		h. App		
		i. DB		
		j. Critical applications		
		k. Non-Critical applications		
		l. UAT		
16	Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?			
17	Whether Internet access is permitted on:	d. Internal servers		
		e. Database servers		
		f. Any other servers		
18	Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?			
19	Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?			
20	Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?			
21	Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?			
22	Whether the Processor has deployed any open source or free software in their environment?			

S. No	Controls to be implemented	Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	If yes, whether security review has been done for such software?		
23	Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?		
24	Whether the data shared with the Processor is of sensitive nature?		
25	Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?		
26	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)		
27	Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?		
28	Whether the Processor is required to store the data owned by State Bank?		
29	Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?		
30	Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?		
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?		
32	Whether the Processor is required to share SBI specific data to any other party for any purpose?		
33	Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?		
34	Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
	If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.			
35	Whether Application Owner has verified that the Processor has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act?			
36	Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service?			
37	Whether the SLA/agreement between SBI and the Processor contains these clauses:	g. Right to Audit to SBI with scope defined		
		h. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc.		
		i. Right to recall data by SBI.		
		j. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.		
		k. Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to SBI, due to vendor negligence.		

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
		l. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies.		

Appendix-T

FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Sr.	Data Field	Details
1	Component Name	
2	Component Version	
3	Component Description	
4	Component Supplier	
5	Component License	
6	Component Origin	
7	Component Dependencies	
8	Vulnerabilities	
9	Patch Status	
10	Release Date	
11	End of Life (EOL Date) Date	
12	Criticality	
13	Usage Restrictions	
14	Checksums or Hashes	
15	Executable Property	
16	Archive Property	
17	Structured Property	
18	Unique Identifier	
19	Comments or Notes	
20	Any Other Relevant Data	
21	Author of SBOM Data	
22	Timestamp	

Guidance notes on filling the SBOM format above:

23. **Component Name**: The name of the software component or library included in the SBOM.
24. **Component Version**: The version number or identifier of the software component.
25. **Component Description**: A brief description or summary of the functionality and purpose of the software component.
26. **Component Supplier**: The entity or organization that supplied the software component, such as a vendor, third-party supplier, or open-source project.
27. **Component License**: The license under which the software component is

distributed, including details such as the license type, terms, and restrictions.

28. **Component Origin**: The source or origin of the software component, such as whether it is proprietary, open-source, or obtained from a third-party vendor.
29. **Component Dependencies**: Any other software components or libraries that the current component depends on, including their names and versions.
30. **Vulnerabilities**: Information about known security vulnerabilities or weaknesses associated with the software component, including severity ratings and references to security advisories or CVE identifiers.
31. **Patch Status**: The patch or update status of the software component, indicating whether any patches or updates are available to address known vulnerabilities or issues.
32. **Release Date**: The date when the software component was released or made available for use.
33. **End-of-Life (EOL) Date**: The date when support or maintenance for the software component is scheduled to end, indicating the end of its lifecycle.
34. **Criticality**: The criticality or importance of the software component to the overall functionality or security of the application, often categorized as critical, high, medium, or low.
35. **Usage Restrictions**: Any usage restrictions or limitations associated with the software component, such as export control restrictions or intellectual property rights.
36. **Checksums or Hashes**: Cryptographic checksums or hashes of the software component files to ensure integrity and authenticity.
37. **Executable Property**: Attributes indicating whether a component within an SBOM can be executed.
38. **Archive Property**: Characteristics denoting if a component within an SBOM is stored as an archive or compressed file.
39. **Structured Property**: Descriptors defining the organized format of data within a component listed in an SBOM.
40. **Unique Identifier**: A unique identifier is a distinct code assigned to each software component, structured as

    "pkg:supplier/OrganizationName/ComponentName@Version?qualifiers&subpath," aiding in tracking ownership changes and version updates, thus ensuring accurate and consistent software component management.
41. **Comments or Notes**: Additional comments, notes, or annotations relevant to the software component or its inclusion in the SBOM.
42. **Any Other Relevant Data:** Any other data related to the component may be incorporate herein. Additional rows may be added, if need be.
43. **Author of SBOM Data**: The name of the entity that creates the SBOM data for

this component.

44. **Timestamp**: Record of the date and time of the SBOM data assembly.