



**REQUEST FOR PROPOSAL
FOR ANNUAL MAINTENANCE CONTRACT OF ORACLE EXADATA
SERVERS FOR IT-ATM DEPARTMENT**

RFP No.: SBI/GITC/IT-ATM/2018-2019/552 dated 29-12-2018

(Oracle Partner Network [OPN] Authorized Partners only)

**State Bank of India
IT-ATM Department
State Bank Global IT Center
2nd Floor, MTNL Building
Sector -11, CBD Belapur
Navi Mumbai: 400614
(Maharashtra) INDIA**

REQUEST FOR PROPOSAL FOR
ANNUAL MAINTENANCE CONTRACT OF ORACLE
EXADATA SERVERS FOR IT-ATM DEPARTMENT



Annexure I
Notice Inviting e-Tender

**Request for Proposal for Annual Maintenance Contract of
Oracle Exadata Servers for IT-ATM Department**

Procurement of captioned RFP shall be undertaken through online e-Tender Portal:
<https://sbi.abcpocure.com>.

Basic Details

Department	SBI – IT-ATM Department , GITC, CBD Belapur -400614 Maharashtra
Reference No	SBI/GITC/IT-ATM/2018-2019/552
Brief scope of work	Request for Proposal for Annual Maintenance Contract of Oracle Exadata Servers for IT-ATM Department
Detailed Scope of work	As per appendix-6
Product / Service / Work Keyword*	Support Services / Oracle Exadata AMC
Stage	Two Stages : PQB and Price Bid
Envelope(s)	As per check-list Given
Bid Validity period (in days)	180 days
Download Document	After login
Type of Contract	Services
Project Duration / Delivery or Completion period	Three years
Digital Certificate Required	Yes

Bid submission configuration

Bid Evaluation	Multiple item
Mode of bid submission	Online
Bidding access	Open
Base currency	INR
Bidding Type	NCB/Domestic
Consortium	Do not allow
Bid Withdrawal	Allow up to the Date and time of Bid submission date and time

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Key configuration

Bidding Variant*	Buy
Pre-Bid meeting	Allow
Mode of pre-bid meeting	Offline

Dates Configuration:

Document downloading Start date	29/12/2018 11.00 Hrs
Document downloading end date	11/01/2019 15.00 Hrs
Bid submission start date	08/01/2019 11.30 Hrs
Bid submission end date	11/01/2019 15.00 Hrs
Bid opening date	11/01/2019 15.30 Hrs
Pre-Bid Query Submission End Date	04/01/2019 15.00 Hrs
Pre-Bid Meeting start date	07/01/2019 11.00 Hrs
Pre-Bid Meeting end date	07/01/2019 13.00 Hrs
Pre-Bid response date	08/01/2019 11.00 Hrs

Pre-bid requirements:

Step:

(a) Pre-Bid queries to be obtained Online

Vendor Name@	Sl. No	Appendix	Page No	Clause No.	Existing Clause	Query/Suggestions

@ Vendor Name should not be visible to Bidder but should be available to the Bank for download.

(b) Offline Pre-bid meeting : Pre-Bid Meeting Venue :

State Bank of India
IT-ATM Department
State Bank Global IT Center
2nd Floor, MTNL Building
Sector – 11, CBD Belapur
Navi Mumbai: 400 614
Maharashtra - India

(c) Bank will share the responses to the queries requires to be uploaded at Online site

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Sl. No	Appendix	Page No	Clause No.	Existing Clause	Query/Suggestions	Bank Responses to the queries

(d) During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received through Online e-Tender Portal.

(e) Bank will share the amendment(s), If any to be published at Online Site

1. Tender Fee:

Pay Non-Refundable Tender Fee of **Rs. 5000** Online through <https://sbi.abcpocure.com> against this RFP.

2. Documents Submission:

(i) Earnest Money Deposit:

Offline: The EMD for an amount of **Rs. 5, 00,000** (Rupees Five Lakhs Only) in the form of a Demand Draft or Pay Order or Bank Guarantee (valid for **6 months** from the date of bid opening date), to **be submitted physically to:**

The Deputy General Manager (IT-ATM), State Bank of India, IT-ATM Department, Global IT Center, 2nd Floor, MTNL Building, Sector – 11, CBD Belapur : 400 614, Maharashtra **by 11/01/2019 15.00 hours subscribed “EMD for RFP No : SBI/GITC/IT-ATM/2018-2019/552 dated 29/12/2018 “ and subsequent amendments thereto. “**

Bank Guarantee [on the lines of **Appendix-8**], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable

3. Non-submission of EMD (offline) and Pre-Contract Integrity Pact duly stamped and signed by the Bidder before date and time mentioned above will render the Bidder disqualified for further process of procurement

04. Check-List:

Part I

NB: Each compliance submission of Single and Multiple Fields are mandatory and final submission should be with digital certificate.

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@ Single Field Confirmation: At each Single field submission, confirmation be sought as “We, have read, examined, understood and agree to execute works without any qualification in a manner and on the terms and conditions stipulated in Appendixes.”

Appendix No	Matter	e-tender item to be made available as	Single @ /Multiple Fields (each field wise) mandatory Compliance	Upload Documents duly signed by authorized signatory with seal on the letter head of Company without any change in its contents.
	Annexure I			
Appendix-3	Bidder's Eligibility Criteria	Form	Multiple	All required documents
Appendix-3a	Financials	Form	Multiple	N
Appendix-3b	Bidder Declaration	Line	Single	N
Appendix-3d	Support Level 3	Form	Multiple	N
Appendix-3e	3 years' experience	Form	Multiple	N
Appendix-3ee	Client Certificate	Line	Single	Certificate / Document required
Appendix-4	Technical & Functional Specification	Form	Multiple	N
Appendix-5	Bidder details	Form	Multiple	N
Appendix-7	Indicative Commercial Bid	Form	Multiple	N
Appendix-7-1	Tax Rate	Form	Multiple	N
Appendix-14	Pre Bid Query Online	Form	Multiple	N
Appendix-16	Undertaking of Authenticity	Line	Single	Undertaking of Authenticity

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Part II

Online Compliance Certificate (Form) to be submitted by Bidder with digital certificate.

The following message should be displayed at the time of submission of Online Compliance Certificate with Digital Certificate:

We, have read, examined, understood and agree to execute works as per the terms and conditions stipulated in the respective Appendixes as per RFP No. SBI/GITC/IT-ATM/2018-2019/552 and amendment thereto, without any qualification in any manner.

Appendix No	Appendix Description	Compliance Yes/No
Appendix-1	Terms and conditions	
Appendix-2	Bid Form	
Appendix-6	Scope of work	
Appendix-8	Format for Bank Guarantee as Earnest Money Deposit	
Appendix-9	Format for submission of Performance Bank Guarantee	
Appendix-11	Penalties and SLA terms	
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Appendix-13	Non-disclosure Agreement	

Appendix-1

Terms and Conditions:

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1. *Invitation to Bid:*

- 1.1. **State Bank of India** (herein after referred to as '**SBI/the Bank**') is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices located in India and foreign, other exchange companies in available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for Procurement of Annual Maintenance Contract of Oracle Exadata Servers for IT-ATM Department
- 1.2. In order to meet the Services requirements, the Bank proposes to invite tenders from eligible vendors as per details/**scope of work** mentioned in **Appendix-6** of this RFP document.
- 1.3. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-3** of this RFP and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- 1.4. Address for submission of Bids, contact details including email address for sending communications are given in the Notice Inviting e-tender **Annexure I**.
- 1.5. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the services desired in this document.
- 1.6. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 1.7. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This

RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- 2.1. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- 2.2. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- 2.3. 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.
- 2.4. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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.
- 2.5. 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.
- 2.6. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case

may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

2.7. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions:

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

- 3.1. **"The Bank / Purchaser / SBI"** 'means the State Bank of India (including domestic branches and foreign offices) and subsidiaries.
- 3.2. **"Applicant / Bidder / System Integrator"** means an eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- 3.3. **"Proposal / Bid"** means the written reply or submission of response to this RFP.
- 3.4. **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.5. **"Vendor/Supplier/Contractor/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 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- 3.6. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- 3.7. **"The Services"** means all services, scope of work and deliverables/resources to be provided by a Bidder as described in the RFP

and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.

3.8. **Annual Maintenance Contract (AMC) / Support** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software

3.9. **Project Cost and Total Cost of Ownership :**

Project Cost and Total Cost of Ownership (TCO) means the final price quoted by the Service Providers during the reverse auction and payable to the Service Provider under the contract for the full and proper performance of its contractual obligations.

3.10. **RFP** : The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

3.11. **“The Project”** means services with support and annual maintenance contract, for the contract period.

3.12. **“The Project Site”** means locations where services as desired in this RFP document are to be provided.

3.13. **“ Equipment “** means Oracle Exadata X4-2 Appliance, SFP modules, Exadata Storage Software, Computer, Hardware, Peripherals, hardware components, other electronic items , Hardware including Servers /Storages / peripherals / Networking Components / Oracle on Linux/RHEL/AIX 7.0 / Utilities : Acrobat / Winzip / WinRar /Anti-virus software and its updates / OS Patches / Security patches / Advisories / hardware components etc and specifically detailed in the Technical Bid

4. **Scope of Work** : As given in Appendix-6 of this document.

5. **Eligibility Criteria Technical & Functional Specifications & Compliances:**

5.1. Bid is restricted to authorized Oracle Partner Network (OPN) empaneled partners only. The bidder has to explicitly submit such certificate to the Bank.

5.2. Bidders who meet the eligibility and technical criteria as given in **Appendix-3 & Appendix-4** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

6. Cost of Bid Document:

6.1. 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:

7.1. Bidder requiring any clarification of the bidding document may notify through On-line e-tender Portal **strictly as per the format given in Appendix-14** within the date/time mentioned in the schedule of events.

7.2. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

7.3. The queries received (without identifying source of query) and response of the Bank thereof will be posted **at the e-tender portal** and / or on the Bank's website.

7.4. SBI 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 bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum through the Bank's Website and /or e-tender portal. 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. SBI, 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 thereof.

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

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

8. Contents of bidding document:

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

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

8.3. 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 contained in RFP and its addenda, if any.

8.4. 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.

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

9. Earnest Money Deposit (EMD):

- 9.1. The Bidder shall furnish EMD for the amount and validity period mentioned in Annexure I – Notice Inviting e-Tender.
- 9.2. EMD is required to protect the Bank against the risk of Bidder's conduct.
- 9.3. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Appendix-8**], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- 9.4. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- 9.5. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- 9.6. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in this RFP which should be strictly on the lines of format placed at **Appendix-9**.
- 9.7. No interest is payable on EMD.
- 9.8. 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 Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.
- 9.9. 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 :

10.1. e-Tendering :

10.1.1. This tender will follow e-Tendering process [e-bids] as under which will be conducted by Banks' authorized e-Tendering Vendor M/s. e-Procurement Technologies Ltd. [Auction Tiger] through their Website as per Check-list as per Notice Inviting Tender Annexure-I.

- 10.1.1.1. Vendor Registration.
- 10.1.1.2. Publish of Tender
- 10.1.1.3. Online Pre-Bid Queries
- 10.1.1.4. Pre-Bid Meeting : Offline
- 10.1.1.5. Online Response of Pre-Bid Queries.
- 10.1.1.6. Corrigendum/Amendment (if required)
- 10.1.1.7. Bid Submission (Technical and Indicative Commercial Bid)
- 10.1.1.8. Tender Opening
- 10.1.1.9. Pre-Qualification
- 10.1.1.10. Tender Evaluation
- 10.1.1.11. Reverse Auction with Qualified bidders.
- 10.1.1.12. Tender Award.

10.1.2. Representative of Vendors will be given training for e-Tendering by M/s. e Procurement Technologies Ltd (Auction Tiger).

The Vendors are required to have digital certificates well in advance to participate in e-Tendering to be conducted by M/s. e-Procurement Technologies Ltd. [Auction Tiger].

Vendors will have to abide by e-Business rules framed by the Bank in consultation with M/s. e-Procurement Technologies Ltd (Auction Tiger).

10.1.3. No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.

10.1.4. The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at

Mumbai only.

10.1.5. Bidders may please note :

10.1.5.1. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services, Software Solution/ services it proposes to supply.

10.1.5.2. While submitting the Technical Bid, literature on the hardware and its associated operating software/Software Solution/ service should be uploaded .

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

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

10.1.5.5. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts 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.**

10.1.5.6. 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.

10.1.5.7. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

10.1.5.8. The Bidder must provide specific and factual replies to the points raised in the RFP.

10.1.5.9. The Bid shall be typed or written in indelible ink and shall be

signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.

10.1.5.10. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.

10.1.5.11. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.

10.1.5.12. The Bank reserves the right to reject Bids not conforming to above.

10.1.5.13. All the envelopes shall be addressed to the Bank and uploaded at the address given as per Notice Inviting e-Tender – Annexure I and should have name and address of the Bidder.

11. Deadline for submission of Bids :

11.1. Bids must be received at the portal and by the date and time mentioned in the Notice Inviting e-Tender – Annexure I.

11.2. 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.

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

11.4. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

12. Modification and Withdrawal of Bids:

12.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline

prescribed for submission of Bids.

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

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

13.Period of Validity of Bids:

13.1. Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

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

13.3. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

14.Bid Integrity:

14.1. 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 SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their equipment for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

15. Bidding process/Opening of Technical Bids :

- 15.1. 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 Notice Inviting e-Tender as per Annexure I.
- 15.2. In the first stage, only technical Bid will be opened and evaluated. Proposals 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 commercial Bid opening and further RFP evaluation process.
- 15.3. The Bank will examine the Bids to determine whether they are complete, and all documents/appendix(es) stated in Notice Inviting e-Tender as per Annexure I have been submitted, required formats have been furnished, the documents have been properly signed, EMD 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.
- 15.4. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in total, without any deviation.
- 15.5. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 15.6. 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.
- 15.7. 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:

- 16.1.1. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product/Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the product / Services to support all the required functionalities at their cost in their lab or those at other organizations where similar product / services is/are in use.
- 16.1.2. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
- 16.1.3. Bank may evaluate the technical and functional specifications of all the services quoted by the Bidder and Bidder support facilities: Support requirement like online support/ email support/ offline support, time period etc
- 16.1.4. 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 online through the portal and no change in prices or substance of the Bid shall be sought, offered or permitted. Bidder to provide the clarification online within the timeline specified. No post Bid clarification at the initiative of the Bidder shall be entertained.

17. Evaluation of Price Bids and Finalization:

- 17.1. The indicative Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- 17.2. 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, details of which are given in Notice Inviting e-Tender – Annexure I.

- 17.3. Shortlisted Bidders willing to participate in the reverse auction process must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also abide by the e-business rules for reverse auction framed by the Bank / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- 17.4. The **L1** Bidder will be selected on the basis of net total of the price evaluation as quoted in the **Reverse Auction**, as the case may be.
- 17.5. After the Reverse Auction, the Bidder(s) will be required to submit the confirmation of the price quoted by him in the Reverse Auction. The basis of arriving at the itemized price break-up i.e price of individual components to the discovered price in reverse auction shall be in the same proportion as was given in the Indicative Commercial Bid, which shall be advised to the selected bidder by Bank while issuing the Purchase Order.

This is explained by way of an example below:

Example: (Will apply also to sub-items under each Serial Number)

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost (in %age)	L1 Price (INR)	Final price should be (INR)*
A	B	C	D	E
(1) Sr.No.1	25	13.16		9.87
(2) Sr.No.2	50	26.32		19.74
(3) Sr.No.3	75	39.47		29.60
(4) Sr.No.4	40	21.05		15.79
(5) Grand Total (1 + 2 + 3 + 4)	190	100	75	

18. Contacting the Bank:

- 18.1. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- 18.2. 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 Bidder's Bid.

19. Award Criteria:

- 19.1. Bank will notify successful Bidder (**L1**) in writing by 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.
- 19.2. The notification of award will constitute the formation of the Contract.
- 19.3. Until the execution of a formal contract, the Bid document, together with the Bank's issuance of Purchase Order and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- 19.4. The successful bidder shall be required to enter into a Bank's Standard contract/ SLA (Software/Service Level Agreement as provided in Appendix(s) and clauses provided in RFP with the Bank, within 30 days

from the date of issuance of Purchase Order or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given at **Appendix-9** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.

- 19.5. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- 19.6. 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.
- 19.7. 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 PBG.
- 19.8. Upon notification of award to the L1 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:

- 20.1. 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 is substantial and involves considerable 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.

20.2. 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.

20.3. 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. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

21.No waiver of Bank Rights or Successful Bidder's Liability:

21.1. Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

22. Change of Orders:

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

- 22.1.1. Method of shipment or packing or services;
- 22.1.2. Place/location of delivery;
- 22.1.3. Quantities to be supplied subject to 25% above or below the originally declared quantities.

22.2. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor'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 the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Bank's change order.

23. Contract Amendments:

23.1. 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:

24.1. 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, 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. Performance Bank Guarantee :

25.1. Performance Bank Guarantee [PBG] of the amount 10 % of the Total Annual Cost of Exadata AMC Services, based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s)) with validity period of 3 years plus 3 months claim period, furnished hereunder strictly on the format at **Appendix-9** is to be submitted by the finally selected Bidder(s). The PBG should 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. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

25.2. The PBG is required to protect the interest of the Bank against the risk of non-performance or failure to perform any obligation(s), either fully or partially, of the successful Bidder in respect of successful implementation of the project under any of the agreement(s) pursuant to this RFP, which may warrant invoking of PBG. In case, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

26. Services :

26.1. All professional services necessary to successfully implement the proposed **services** will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.

26.2. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product / Services.

26.3. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.

26.4. Bidder should ensure that the quality of methodologies for delivering the products and services, Equipment, Software Solution and Services, adhere to quality standards/timelines stipulated therefor.

26.5. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.

26.6. Bidder shall provide and implement patches/ upgrades/ updates for products/ Equipment and Software Solution/Firmware/ OS/hardware/ software/ Operating System / Middleware etc as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes.

26.7. Bidder shall obtain a written permission from the Bank before applying any

of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System/Middleware etc in case the Bank chooses not to upgrade to latest version.

26.8. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract as specified in Scope of work in this RFP.

26.9. The selected Bidder shall support the product or specified hardware/software during the period of contract as specified in Scope of work in this RFP.

27. Annual Maintenance Contract (AMC) / Support :

27.1. The selected Bidder shall support the product, Equipment, Software Solution and Services and its associated items/components including OS/firmware/Middleware/Software Solution during the period of AMC/Support as specified in Scope of work in this RFP.

27.2. During the AMC/Support period the Bidder will have to undertake comprehensive support of the entire Equipment (hardware/components/operating software/firmware), Software Solution supplied by the Bidder/Original Equipment Manufacturer (OEM) and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost to the Bank. During the support period, the Bidder shall maintain the Equipment to comply with required parameters and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the of the Equipment (hardware/ equipment/ components/ software or any component/ part thereunder), and Software Solution, 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.

27.3. During the support period (AMC/Support) the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Equipment and Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system, Equipment and Software Solution as per the

Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product/Equipment (hardware, system software or any of its components), Software Solution, the Bidder shall ensure that product/Software Solution is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.

27.4. Onsite AMC/Support for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.

27.5. AMC/Support for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

27.6. Support (AMC/Support) would be on-site and comprehensive in nature and must have back to back support from the OEM. The vendor will warrant Equipment against defect arising out of faulty design, materials, etc. during the specified support period. The vendor 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. The 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.

27.7. 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

27.8. 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.

27.9. The Bidder 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.

27.10. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

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

28. Compliance with IS Security Policy:

28.1. The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- 28.1.1. Responsibilities for data and application privacy and confidentiality
- 28.1.2. Responsibilities on system and software access control and administration
- 28.1.3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- 28.1.4. Physical Security of the facilities
- 28.1.5. Physical and logical separation from other customers of the Vendor
- 28.1.6. Incident response and reporting procedures
- 28.1.7. Password Policy of the Bank
- 28.1.8. Data Encryption/Protection requirements of the Bank.
- 28.1.9. In general, confidentiality, integrity and availability must be ensured.

29. Penalties / SLA Conditions :

As mentioned in **Appendix-11** of this RFP.

30. Right to Verification :

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender 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.

31. Purchase Price :

31.1. Total cost of services (AMC/Support) would be the Total Cost of Ownership (TCO) and has to be quoted in reverse auction.

31.2. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.

31.3. The order will be placed for total Cost of AMC/Support & Services.

31.4. The applicable TDS will be deducted at the time of payment of invoices.

31.5. Terms of payment :

Payment will be made on quarterly basis in advance based on the services of actual resources utilized and Annual Maintenance Charges, after deducting previous penalty(ies), if any, by the Bank.

Selected Bidder must have an account with SBI and payment for deliverables shall be credited to Service Provider's account with SBI.

31.6. Prices payable to the Vendor 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 duties, charges, etc.

31.7. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

32. Right to Audit :

32.1. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled 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 the Service Provider is required to submit such certification by such Auditors to the Bank. The 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 the Service Provider. The 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. Bank shall provide prior notice of 7 calendar days before such audit provided this will not be applicable in case of audit is conducted by any statutory or regulatory authority.

32.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the 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 the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

32.3. Service Provider shall, whenever required by the Bank, 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. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

33. Subcontracting :

33.1. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

33.2. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security

requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

34. Validity of Agreement :

34.1. The Agreement/ SLA will be valid for the period of three years including AMC/Support which can be extended for further up to five years, solely at the discretion of the Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

35. Limitation of Liability:

35.1. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

35.2. The limitations set forth herein shall not apply with respect to:

- a) claims that are the subject of indemnification pursuant to IPR infringement,
- b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
- c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- d) When a dispute is settled by the Court of Law in India.
- e) 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.

36. Confidentiality :

36.1. Bidder acknowledges and agrees that all tangible and intangible

information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.

36.2. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

36.3. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

37. Delay in the Vendor's Performance :

37.1. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in the RFP.

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

37.3. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid

down elsewhere in this RFP document).

38. Vendor's Obligations:

- 38.1. The Vendor 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.
- 38.2. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- 38.3. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- 38.4. The Vendor 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 the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 38.5. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- 38.6. Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, Software Solution, installation, troubleshooting processes of the proposed solution.
- 38.7. The Vendor shall treat as confidential all data and information about SBI, 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-13** of this document.

39. Technical Documentation:

39.1. The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, SOP, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

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

39.3. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the abovementioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

40. Patent Rights/Intellectual Property Rights:

40.1. For any licensed software/firmware used by the finally selected L1 Vendor for performing services for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.

40.2. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/

trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.

40.3.The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

40.4.The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

41.Liquidated Damages:

41.1.If the Selected bidder fails to deliver and perform any or all the services within the stipulated time, as specified in the Contract, as desired in this RFP/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 Contract Price payable under the agreement , as liquidated damages, a sum equivalent to 0.5 % of total cost of ownership for delay of each week or part thereof maximum upto 10 % of the total cost of the ownership/Project. Once the maximum deduction is reached, the Bank may consider termination of the Agreement/contract.

42. Conflict of Interest:

42.1.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 (Performance 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 Concession Agreement or otherwise. Without limiting the generality of the

above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

42.1.1. 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 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

42.1.1.1. 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

42.1.1.2. subject always to sub-clause (i) 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 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

42.2.a constituent of such Bidder is also a constituent of another Bidder; or

42.3.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.

42.4. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

42.5. 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

42.6. 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 Project.

43. Fraud & Corrupt Practices:

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

43.2. Without prejudice to the rights of the Bank under **Clause 48.1** hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

43.3.1. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or

engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

43.3.2. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process

43.3.3. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;

43.3.4. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

43.3.5. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

44. Termination for Default :

44.1. The Bank, without prejudice to any other remedy for breach of Contract ,contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part: If to the Service Provider, if Service Provider fails to deliver any or all of the Products and Services/ deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) under the contract; and/or Laxity in adherence to standards laid down by the Bank; or Discrepancies/deviations in the agreed processes and/or products; or Violations breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days (term) is given to service provider to rectify the defects.

44.2. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products/ Equipments, Software Solution and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products / Equipments, Software Solution and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

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

44.4. During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

44.5. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

44.6. In the event of failure of the 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 contract 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. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided Appendix 11** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

45. Force Majeure:

45.1. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

45.2. 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 Act of Government, impeding reasonable performance of the Vendor 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.

45.3. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor 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.

46. Termination for insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor 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 the Vendor, 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.

47. Termination for Convenience:

47.1. The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

48. Disputes/Arbitration (applicable in case of successful Bidder only):

48.1. All disputes or differences whatsoever arising between the parties out of or in connection with this contract 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 this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration would be held as per the Arbitration and conciliation Act, 1996, as amended from time to time. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

48.2. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the

decision of the arbitrator is obtained.

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

49. Governing Language :

The governing language shall be English.

50. 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.

51. Taxes and Duties :

51.1. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty, corporate taxes, Income tax as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST, Custom duty, etc. should be specified in the separate sheet **(Appendix-7-1)**.

51.2. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products/Equipment, Software Solution and Services at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-7-1** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-7-1** 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-7-1**.

51.3. Prices payable to the Vendor 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. The Bidder will pass on to the Bank,

all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

51.4. 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.

51.5. 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 the Vendor.

52. Tax Deduction at Source:

52.1. 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 the Vendor. 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 the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

52.2. The Vendor'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 the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

53. Tender Fee:

53.1. The same should be furnished by the Bidders as stated in **Annexure I** Notice Inviting Tender. The Bids without tender fee will not be considered valid.

54. Notices:

54.1. 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.

55. Other Terms and conditions:

Selected Bidder's Obligations :

55.1. The Bidder 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 Contract.

55.2. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

55.3. The Bidder 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 the Bidder's negligence.

55.4. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

55.5. The Selected bidder(s) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923, and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time

BID FORM

Online Compliance Certificate (Form) to be submitted by Bidder with digital certificate, having read, examined, understood and agree to execute works as per the terms and conditions stipulated in the respective Appendixes as per RFP and its amendment thereto, without any qualification in any manner

To:
The Deputy General Manager
State Bank of India
IT-ATM Department
2nd Floor, MTNL Building
State Bank Global IT Center
Sector – 11, CBD Belapur – 400 614
Navi Mumbai: Maharashtra

Dear Sir,

Ref: RFP No. SBI/GITC/IT-ATM/2018-2019/552 and amendment thereto.

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

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR 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.
- 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.



3. If our offer is accepted, we undertake to complete the formalities for providing AMC Services for Oracle Exadata Servers within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Appendix 12** of this documents and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. 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".
7. **We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**
8. **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.**
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
11. 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.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.



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13. 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 jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. 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.
16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

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| Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                       | Appendix - 3        |                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. Bidders who do not fulfil any of the below criteria need not apply. Bidders who are capable of PAN India mass deployment and can start deployment quickly with full functionalities need only apply. |                                                                                                                                                                                                                                                                                                                                       |                     |                                                                                                                                                                                                                                                                                                                         |
| Note: In case of open RFP, suitable eligibility criteria be fixed and mentioned in the table. A pro forma and some of the indicative eligibility criteria are given.<br>As per actual requirements of the RFP, the above clauses may be suitably modified / deleted and / or new clauses may be added. .                                                                                                                                |                                                                                                                                                                                                                                                                                                                                       |                     |                                                                                                                                                                                                                                                                                                                         |
| S. No.                                                                                                                                                                                                                                                                                                                                                                                                                                  | Eligibility Criteria                                                                                                                                                                                                                                                                                                                  | Compliance (Yes/No) | Upload documents                                                                                                                                                                                                                                                                                                        |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                       | The Bidder must be an Indian firm / company/ organization registered under applicable Act in India and in existence for 4 years.                                                                                                                                                                                                      |                     | Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.                                                                                                                          |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                       | The Bidder must have an average turnover of minimum Rs.50 crore during three financial year(s). 2014-2015,2015-2016,2016-2017.                                                                                                                                                                                                        |                     | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for three years : 2014-2015,2015-2016,2016-2017. Additionally, details to be filled up in form Appendix-3a.                                                                                                                          |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                       | Bidder to comply with requirements given in Appendix 3b                                                                                                                                                                                                                                                                               |                     | Bidder should specifically confirm on their letter head in this regard as per Appendix-3b (strictly without any change)                                                                                                                                                                                                 |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                       | The OEM should be a company and have a local presence of support center and level 3 (highest escalation) locally in India.                                                                                                                                                                                                            |                     | The details to be filled up in form Appendix-3d                                                                                                                                                                                                                                                                         |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                       | Bidder should have experience of minimum 3 years in providing the relevant services.                                                                                                                                                                                                                                                  |                     | (a) The details to be filled up in form Appendix-3e and<br>(b) Upload Client Certificate as per Appendix-3ee or relevant Purchase Order/Work Order/SLA/Completion Certificate.                                                                                                                                          |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                       | Bidder should be the authorised partner empanelled with Oracle Partner Network (OPN). A relevant and currently valid certificate in this regard to be submitted on the letter head of the OEM                                                                                                                                         |                     | Relevant certificate from Oracle.                                                                                                                                                                                                                                                                                       |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                       | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in scheduled commercial bank for minimum period of one year.<br>(Start and End Date of the Project to be mentioned) in the past (At least one client references is required. Bidder may add more also) |                     | (a) The details to be filled up in form Appendix-3d and<br>(b) (i) Upload Client Certificate as per Appendix-3dd of the client whose details have been furnished in Appendix-3d OR<br>(ii) relevant Purchase Order/Work Order/SLA/Completion Certificate,of the client whose details have been furnished in Appendix-3d |
| NB : No change/ addition or deletion to be made by the Bidder to any of the above clauses                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                       |                     |                                                                                                                                                                                                                                                                                                                         |
| 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.                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                       |                     |                                                                                                                                                                                                                                                                                                                         |

|                            |                               |          |                    |                         |
|----------------------------|-------------------------------|----------|--------------------|-------------------------|
|                            |                               |          | <b>Appendix-3a</b> |                         |
| Annual Financials          |                               |          |                    |                         |
| [Rs. In crores]            | As at close of business as on |          |                    |                         |
|                            | 31.03.15                      | 31.03.16 | 31.03.17           | 31.03.18                |
|                            | Actuals                       | Actuals  | Actuals            | Provisional<br>/Actuals |
| Turnover/ Sales            |                               |          |                    |                         |
| Solution related Turn over |                               |          |                    |                         |
| Profit before Tax          |                               |          |                    |                         |
| Capital & Reserves         |                               |          |                    |                         |

## Appendix-3b

### **Bidder Declaration: Letter from Bidder on their Letter Head**

Date:

To  
The Deputy General Manager [IT-ATM]  
State Bank of India  
IT-ATM Department  
State Bank Global IT Centre  
CBD Belapur, Navi Mumbai 400 614

Dear Sir,

Ref: RFP No.: SBI/GITC/IT-ATM/2018-2019/552

Dated: 29/12/2018

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide support services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

2. We hereby certify that we have neither been blacklisted nor expelled from any project / contract nor had any contract terminated for breach or corruption or fraudulent practices by any Public Sector Undertaking /IBA/ RBI / Regulatory Authority/ Statutory Authority / Any State or Central Government / any bank during the last five years in India or abroad.

3. (a) We hereby certify that no past/present litigations or disputes exists against our Company/firm which could adversely affect our participation under this RFP and result in the disqualification.

OR

(b) We hereby certify that past/present litigations or disputes exists against our Company/firm the brief details of which are as under:

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

(NB : Please strike out either 3 (a) or 3 (b) as the case may be )

We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of RFP, we shall intimate the Bank of the same immediately.

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4. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of bidder or in connection with the selection/bidding process itself in respect of procurement of Support Services.

5. We agree to the terms and conditions of Service Level Agreement as per Appendix-12 and undertake to execute the said agreement with the Bank, on our becoming L1 in the reverse auction.

6. We do hereby certify that 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 issued by any of the Department at SBI GITC as on the date of Bid submission.

7. We have support setup with two hours of response time and four hours of resolution time at DC Site at Mumbai and DR Site at Hyderabad.

Yours faithfully,

Signature and Seal of Bidder

| Appendix-3d                                                                  |                                            |       |
|------------------------------------------------------------------------------|--------------------------------------------|-------|
| A                                                                            | OEM Support Level 3 in India               |       |
| Sr.No.                                                                       | Complete Address details with contact Nos. |       |
| 1                                                                            | Address                                    |       |
|                                                                              |                                            |       |
|                                                                              | Email                                      |       |
|                                                                              | Phone                                      |       |
|                                                                              | Name of Head                               |       |
|                                                                              | Designation                                |       |
|                                                                              | Cell                                       |       |
|                                                                              | No. of Team Support Members                |       |
|                                                                              | Level                                      | Three |
| NB: Bidder may add if more than one support setup. All fields are mandatory. |                                            |       |

|                                                                        |                                                                                            |                    |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------|
|                                                                        |                                                                                            | <b>Appendix-3e</b> |
| <b>1</b>                                                               | <b>Bidder should have experience of minimum 3 years in providing the product/services.</b> |                    |
| Sr.No.                                                                 | Complete Address details with contact Nos.                                                 |                    |
| a                                                                      | Name of Client                                                                             |                    |
| b                                                                      | Address of Client                                                                          |                    |
|                                                                        | Address of Client                                                                          |                    |
| c                                                                      | Email                                                                                      |                    |
| d                                                                      | Phone/Cell No.                                                                             |                    |
| e                                                                      | Client's Official Name                                                                     |                    |
| f                                                                      | Client's Official Designation                                                              |                    |
| g                                                                      | Client's official Cell Number                                                              |                    |
| h                                                                      | Products / Services Provided                                                               |                    |
| i                                                                      | No. of Team members                                                                        |                    |
| j                                                                      | Period : From                                                                              |                    |
| k                                                                      | Period : To                                                                                |                    |
| NB: Bidder may add if more than one support. All fields are mandatory. |                                                                                            |                    |

**Client Certificate****Appendix-3ee**

This certificate is to be on the letter-head of the client

**To whom so ever it may concern**

This is to certify that \_\_\_\_\_ [Name of Bidder] is providing **Support Services** satisfactorily with the following details in our organization:

|                                |             |
|--------------------------------|-------------|
| No. of Team members at On-site |             |
| Period                         | From : To : |

Our coordinates for further details in this regards is as under :

|                  |  |
|------------------|--|
| Name of Official |  |
| Designation      |  |
| Landline no      |  |
| Cell no          |  |
| Email Id         |  |
| Address          |  |
| Address          |  |

**Signature of the Client**



|                                                                                                                                                                                                                                                          |          |                      |                                                                                    | Technical Bid                                                                                                                                                                                                                                                                                                                                                                                                                                              | Appendix 4     |                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------|--|
| 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. |          |                      |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                    |  |
| SERVICES FOR BOTH THE DATA CENTRE LOCATIONS (DC+DR) - HARDWARE OF X4-2 AND SOFTWARE OF (X2-2 + X4-2)                                                                                                                                                     |          |                      |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                    |  |
| Sr. No                                                                                                                                                                                                                                                   | Module   | Quantity             | Component                                                                          | Technical & Functional Specifications                                                                                                                                                                                                                                                                                                                                                                                                                      | Service Type   | Mandatory<br>Y / N |  |
| TECHNICAL SPECIFICATIONS OF IT-ASSETS TO BE COVERED UNDER RFP, LOCATED AT MUMBAI / HYDERABAD                                                                                                                                                             |          |                      |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                    |  |
| 1                                                                                                                                                                                                                                                        | Hardware | 2<br>(1 DC+1 DR)     | Exadata Compute<br>(X4-2 half rack)                                                | Exadata Database Machine X4-2 High Performance Half Rack consisting of 4 x Database Servers, each with:<br>2 x Twelve-Core Intel® Xeon® Ivy Bridge™ E5-2697 v2 Processors (2.7GHz), 256GB Memory<br>Disk Controller HBA with 512MB Battery Online replaceable<br>4 x 600 GB 10,000 RPM SAS Disks<br>2 x QDR (40Gb/s) Ports<br>4x 1GbE/10GbE Base-T Ethernet Ports, 2 x 10GbE Ethernet SFP+ ports, 1x 1GbE ILOM port Redundant Hot-Swappable Power Supplies | AMC+Management | Y                  |  |
| 2                                                                                                                                                                                                                                                        | Hardware | 16<br>(8 DC+8 DR)    | Dual rate transceiver :<br>SFP+ SR                                                 | HW - Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate                                                                                                                                                                                                                                                                                                                                                                              | AMC+Management | Y                  |  |
| 3                                                                                                                                                                                                                                                        | Software | 168<br>(84 DC+84 DR) | Exadata Storage and license (for X4-2 half rack)                                   | Exadata Storage Software deployed on X4-2 half rack                                                                                                                                                                                                                                                                                                                                                                                                        | AMC+Management | Y                  |  |
| 4                                                                                                                                                                                                                                                        | Software | 168<br>(84 DC+84 DR) | Exadata Storage and license (for X2-2) to be reutilized for half rack Exadata X7-2 | Exadata Storage Software deployed on X7-2 half rack                                                                                                                                                                                                                                                                                                                                                                                                        | AMC+Management | Y                  |  |

| Bidder Details |                                                                                | Appendix - 5 |
|----------------|--------------------------------------------------------------------------------|--------------|
| 1              | Name of the Company / Firm                                                     |              |
| 2              | Date of Incorporation and / or commencement of business                        |              |
| 3              | Certificate of incorporation                                                   |              |
| 4              | Address of Registered Office                                                   |              |
| 5              | Brief description of the Bidder including details of its main line of business |              |
| 6              | Company website URL                                                            |              |
| 7              | PAN Number                                                                     |              |
| 8              | GST Number                                                                     |              |
| 9              | Particulars of the Authorized Signatory of the Bidder                          |              |
|                | a. Name                                                                        |              |
|                | b. Designation                                                                 |              |
|                | c. Address                                                                     |              |
|                | d. Phone Number (Landline)                                                     |              |
|                | e. Mobile Number                                                               |              |
|                | h. Email Address                                                               |              |

|                      |
|----------------------|
| <b>Scope of Work</b> |
|----------------------|

## 1. Broad Scope of Work :

## I. To provide AMC Services of –

1. Two half racks of Oracle Exadata servers consisting of half rack X4-2 located at Data Centre, Navi Mumbai & Disaster Recovery site Hyderabad as detailed below.
2. Two quantity X2-2 Exadata Half Rack Storage server Software
3. Two quantity X4-2 Exadata Half Rack Storage server Software
4. Two quantity SFP Hardware

II. To provide all necessary maintenance service of hardware and software of Exadata servers deployed at Navi Mumbai and Hyderabad; required to make the solution work strictly as per technical specifications.

The specifications of the services to be supplied are as under:

| Sr. No. | Component                   | Specification for Exadata X4-2 Half Rack                                                                                                                                                                                                                                                                                                                                                                                                                          | Support Y/N |
|---------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1       | Exadata Compute             | Exadata Database Machine X4-2 High Performance Half Rack consisting of 4 x Database Servers, each with:<br>2 x Twelve-Core Intel® Xeon® Ivy Bridge™ E5-2697 v2 Processors (2.7GHz)<br>, 256GB Memory<br>Disk Controller HBA with 512MB<br>Battery Online replaceable<br>4 x 600 GB 10,000 RPM SAS Disks<br>2 x QDR (40Gb/s) Ports<br>4x 1GbE/10GbE Base-T Ethernet Ports, 2 x 10GbE Ethernet SFP+ ports, 1x 1GbE ILOM port Redundant Hot-Swappable Power Supplies |             |
| 2       | Exadata Storage and license | Up to 45 TB of uncompressed, mirrored usable storage capacity using 10,000 RPM. Each Exadata HW is having 7 x Exadata Storage Servers X4-2 each with 12 x 1.2 TB 10,000 RPM High Performance disks                                                                                                                                                                                                                                                                |             |

REQUEST FOR PROPOSAL FOR  
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EXADATA SERVERS FOR IT-ATM DEPARTMENT



| Sr. No. | Component                   | Specification for Exadata X2-2 Half Rack                                                                                                                                                                                                                                                                                                   | Support Y/N |
|---------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1       | Exadata Storage and license | Up to 22.5 TB of uncompressed, mirrored usable storage capacity using 15,000 RPM.<br>Each Exadata HW is having 7 x Exadata Storage Servers X2-2 each with 12 x 600 GB 15,000 RPM High Performance disks<br>[Note: The Storage license for X2-2 half rack shall be re-used for the deployment of X7-2 half rack, at both the DC & DR sites] |             |

**REQUEST FOR PROPOSAL FOR  
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EXADATA SERVERS FOR IT-ATM DEPARTMENT**



**Bill of Materials:**

Technical specifications of IT assets to be covered under RFP, located at  
Mumbai / Hyderabad:

| Item Name                                                                     | Qty | Year 1     |           | Year 2     |           | Year 3     |           |
|-------------------------------------------------------------------------------|-----|------------|-----------|------------|-----------|------------|-----------|
|                                                                               |     | Start Date | End Date  | Start Date | End Date  | Start Date | End Date  |
| HW - Exadata Database Machine X4-2: model family                              | 1   | 1-Jan-19   | 31-Dec-19 | 1-Jan-20   | 31-Dec-20 | 1-Jan-21   | 31-Dec-21 |
| HW - Exadata Database Machine X4-2: model family                              | 1   | 1-Jan-19   | 31-Dec-19 | 1-Jan-20   | 31-Dec-20 | 1-Jan-21   | 31-Dec-21 |
| HW - Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate | 8   | 1-Jan-19   | 31-Dec-19 | 1-Jan-20   | 31-Dec-20 | 1-Jan-21   | 31-Dec-21 |
| HW - Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate | 8   | 1-Jan-19   | 31-Dec-19 | 1-Jan-20   | 31-Dec-20 | 1-Jan-21   | 31-Dec-21 |
| SW - Exadata Storage Server Software - Disk Drive Perpetual                   | 84  | 1-Jan-19   | 31-Dec-19 | 1-Jan-20   | 31-Dec-20 | 1-Jan-21   | 31-Dec-21 |
| SW - Exadata Storage Server Software - Disk Drive Perpetual                   | 84  | 1-Jan-19   | 31-Dec-19 | 1-Jan-20   | 31-Dec-20 | 1-Jan-21   | 31-Dec-21 |
| SW - Exadata Storage Server Software - Disk Drive Perpetual                   | 84  | 1-Jan-19   | 31-Dec-19 | 1-Jan-20   | 31-Dec-20 | 1-Jan-21   | 31-Dec-21 |
| SW - Exadata Storage Server Software - Disk Drive Perpetual                   | 84  | 1-Jan-19   | 31-Dec-19 | 1-Jan-20   | 31-Dec-20 | 1-Jan-21   | 31-Dec-21 |

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

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

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

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

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

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

## 2. Specifications, Performance Standards, and Functional Requirements:

The Bank is looking for a bidder who should provide the following services:

- a) Onsite comprehensive AMC and management for all the hardware components including free replacement of spares, parts, kits as and when necessary during the term of the contract for 36 months from date of contract.
- b) Comprehensive on-site maintenance support 24 X 7 X 365 for the hardware equipment/ components/ software of the Hardware as per Appendix-4 for a period of three years at the deployed place where the systems and software have been installed and operationalized, as per the Bank's requirements.
- c) Comprehensive Maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, OS maintenance, patching, troubleshooting, reloading of software etc. when required and in the event of system crashes/malfunctioning, arranging configuring and conferencing facility as per the requirement of the Bank, fine tuning, system monitoring, log maintenance, replacement of the faulty hardware component etc.
- d) In case of failure of hardware, system software the vendor shall ensure that system is made operational to the full satisfaction of the Bank within the defined CTR (call to repair) period.
- e) In the event of system break down or failures at any stage, availability of protection, shall be ensured through the following:
  - Diagnostics for identification of systems failures
  - Protection of data/ Configuration
  - Recovery/ restart facility
  - Backup of system software/ Configuration
  - Sharing of RCA.
- f) Future additions of Hardware / Software
- g) The Bank would have the right to:-
  - a) Shift the supplied system to an alternate site of its choice
  - b) Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the vendor, or another vendor, or developed in-house.
  - c) Data Restoration after replacement of peripherals would be done under AMC.

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

**3. Configuration/Patch Management:**

- User access, server configuration, Firmware upgrade, patching.
- Management and testing, TCP/IP Network configuration.
- Proactive deployment of OS service packs & critical OS/Security patches.
- Testing of Patches & Hot fixes & deployment the same in production environment for O/S.
- Bidder should provide and implement patches / upgrades / updates for Hardware / Software / OS / Middleware etc as and when released by the OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all release /version change.
- Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
- Bidder has to support older versions of the software / Hardware / OS/ Middleware etc in case the Bank chooses not to upgrade to latest version.

**4. Server Security:**

- Security settings, Server hardening, vulnerability assessment, Server access control.
- Follow agreed security policy remote logins & access policy.
- Coordinate with Bank's Anti-Virus team for updation, reporting and monitoring.

**5. In addition, the bidder will be required to deliver the following also:**

- Ensuring 99.95% uptime for the servers.
- Suggesting Bank the upgradation required in software/hardware well in time and help in capacity planning on ongoing basis.

**6. IT Governance:**

- The selected vendor should put in a process of review framework at various levels using a combination of structured review meetings, scheduled status reports as well as need based interactions:
- Follow the defined escalation matrix to facilitate notifications to concerned officials at right time. Incident report to be submitted within 1 working day with corrective action plan or action taken.
- Put up weekly/fortnightly/monthly performance reports sharing the following areas:
  - Production incidences happened during the period and preventive action taken.
  - Status and plan for key issues.
  - Systems health, issues & resolutions and activities carried out during the period.

- Provide the outage during the period and reconciliation with the outage report.

**7. Compliance with Bank's IS Security policy**

- Compliance as per Bank's IS Security policy and not limited to below:
- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Responsibilities on implementation of secure configuration documents.
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- Physical Security of the facilities
- Physical and logical separation from other customers of the Vendor
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/Protection requirement of the Bank
- Compliance of PCIDSS certification requirements

**8. Preventive maintenance**

The VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

To be read with Technical Specifications as per Appendix 4

\*\*\*\*\*



| Indicative Commercial Bid                                                                 |                                                                               |                        |              |                |          |                 | Appendix-7                           |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------|--------------|----------------|----------|-----------------|--------------------------------------|
| Sr. No.                                                                                   | Details                                                                       | Unit<br>Rs./% Year Qty | Unit<br>Rate | Period<br>Year | Quantity | Amount<br>(INR) | Proporti<br>on to<br>Total<br>Cost % |
| <b>Annual Maintainance and closure of observations, Patch/Upgrade Management - YEAR 1</b> |                                                                               |                        |              |                |          |                 |                                      |
| 1                                                                                         | HW - Exadata Database Machine X4-2: model family                              | Rs.   -   Qty          | 0            | 1              | 2        | 0               |                                      |
| 2                                                                                         | HW - Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate | % p.a. Year Qty        | 0            | 1              | 16       | 0               |                                      |
| 3                                                                                         | SW - Exadata Storage Server Software - Disk Drive Perpetual - X4-2            | % p.a. Year Qty        | 0            | 1              | 168      | 0               |                                      |
| 4                                                                                         | SW - Exadata Storage Server Software - Disk Drive Perpetual - X2-2            | % p.a. Year Qty        | 0            | 1              | 168      | 0               |                                      |
| <b>Annual Maintainance and closure of observations, Patch/Upgrade Management - YEAR 2</b> |                                                                               |                        |              |                |          |                 |                                      |
| 1                                                                                         | HW - Exadata Database Machine X4-2: model family                              | Rs.   -   Qty          | 0            | 1              | 2        | 0               |                                      |
| 2                                                                                         | HW - Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate | % p.a. Year Qty        | 0            | 1              | 16       | 0               |                                      |
| 3                                                                                         | SW - Exadata Storage Server Software - Disk Drive Perpetual - X4-2            | % p.a. Year Qty        | 0            | 1              | 168      | 0               |                                      |
| 4                                                                                         | SW - Exadata Storage Server Software - Disk Drive Perpetual - X2-2            | % p.a. Year Qty        | 0            | 1              | 168      | 0               |                                      |
| <b>Annual Maintainance and closure of observations, Patch/Upgrade Management - YEAR 3</b> |                                                                               |                        |              |                |          |                 |                                      |
| 1                                                                                         | HW - Exadata Database Machine X4-2: model family                              | Rs.   -   Qty          | 0            | 1              | 2        | 0               |                                      |
| 2                                                                                         | HW - Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate | % p.a. Year Qty        | 0            | 1              | 16       | 0               |                                      |
| 3                                                                                         | SW - Exadata Storage Server Software - Disk Drive Perpetual - X4-2            | % p.a. Year Qty        | 0            | 1              | 168      | 0               |                                      |
| 4                                                                                         | SW - Exadata Storage Server Software - Disk Drive Perpetual - X2-2            | % p.a. Year Qty        | 0            | 1              | 168      | 0               |                                      |
|                                                                                           | Grand Total : Reverse Auction shall be held on cell G18 (Field Marked in Red) |                        |              |                |          | 0               |                                      |

| Tax Rate |                               | Appendix-7-1                                              |              |              |              |              |
|----------|-------------------------------|-----------------------------------------------------------|--------------|--------------|--------------|--------------|
|          |                               | '@ other than Income tax,Corporate Taxes and Custom duty  |              |              |              |              |
| C        | D                             | Taxes not to be included in the price while bidding price |              |              |              |              |
| Sr.      | Details                       | Exclusive                                                 | Exclusive    | Exclusive    | Exclusive    | Exclusive    |
| No       |                               |                                                           |              |              |              |              |
|          |                               | GST                                                       | Specify Tax@ | Specify Tax@ | Specify Tax@ | Specify tax@ |
| 1        | 1st Year AMC/Support Services |                                                           |              |              |              |              |
| 2        | 2nd Year AMC/Support Services |                                                           |              |              |              |              |
| 3        | 3rd Year AMC/Support Services |                                                           |              |              |              |              |

**PERFORMANCE BANK GUARANTEE FORMAT**

***(TO BE STAMPED AS AN AGREEMENT)***

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at----- **(procuring office address)**, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI/GITC/IT-ATM/2018-2019/552 dated 29/12/2018.

,

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

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 the 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.

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of 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 the 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

REQUEST FOR PROPOSAL FOR  
ANNUAL MAINTENANCE CONTRACT OF ORACLE  
EXADATA SERVERS FOR IT-ATM DEPARTMENT



- 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 and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
  - (vi) This Guarantee shall remain in full force and effect for a period of \_\_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. 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:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)
- (b) This Bank Guarantee shall be valid up to.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above).

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
Authorized official

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at----- **(procuring office address)**, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI/GITC/IT-ATM/2018-2019/552 dated 29/12/2018.

,

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

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 the 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.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of 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 the 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.

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- (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 and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. 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:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid up to.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above).

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
Authorized official



**Penalties & SLA terms**

1. During the term of the contract, the 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 AMC/Support. Professionally qualified personnel who have expertise in the Exadata hardware and Storage software supplied by the vendor will provide these services.
  - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment as and when required on 24x7x365 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 Bank's premises and at the premises of The VENDOR.
  - 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 hours.
  - d) The VENDOR shall ensure that faults and failures intimated by 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 Business Day. Penalty applicable will be in terms 0.5% of Quarterly invoice Value for every incident wherein Vendor has failed to deliver the agreed service levels 24 x 7 support coverage with 4 hours Call to repair under the Contract subject to a maximum of 5% of the AMC/Support charges.
  - e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99.95% of the time on a 24 x 7 basis, measured quarterly.

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**Availability:** In case of unplanned system downtime, the penalty shall be levied as under:

| <b>Uptime (Monthly)</b>    | <b>Penalty on cost of the AMC (per quarter)</b> |
|----------------------------|-------------------------------------------------|
| $\geq 99.95$               | <b>NIL</b>                                      |
| $\geq 99.94$ and $< 99.95$ | 1.50%                                           |
| $\geq 99.93$ and $< 99.94$ | 3.00%                                           |
| $\geq 99.92$ and $< 99.93$ | 4.50%                                           |
| $\geq 99.91$ and $< 99.92$ | 6.00%                                           |
| $\geq 99.90$ and $< 99.91$ | 7.50%                                           |
| $< 99.9$                   | 10.00%                                          |

|                                                                                          |                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Formula</b><br><br>Uptime (%) will be calculated as indicated in the adjoining column | <b>Calculation</b><br><br>Uptime (%) = (Sum of total hours during Quarter – Sum of downtime hours during quarter)/ Sum of total hours during quarter x 100.<br><br>Total hours during the quarter = 24xdays in the quarter |
| Measurement Interval                                                                     | Quarter                                                                                                                                                                                                                    |

- f) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days. Penalty of Rs. 50,000 per instance.
9. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. The Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
10. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
11. **Future additions of Hardware / Software:**
- 11.1 The Bank would have the right to:

- a) Shift supplied systems to an alternative site of its choice.
- b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.

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

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

12. In the event of failure of the 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 contract 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. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10 % of the Contract value, on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

### **13. Penalties for Reputational and Business Loss:**

- 13.1. *"Notwithstanding anything contained in the Request for Proposal/Service Level Agreement, the service provider hereby agrees and undertake that following losses incurred by the Bank/accrued to the bank, if any on account of reasons attributable to the service provider may be recovered from its invoices/or will be made good by the service provider:-*
- a. Actual loss on account of errors/bugs/deficiencies In development/support activities attributable to the service provider.*
  - b. Any loss accrued to the Bank on account of loss of business during the period of outage of application developed/maintained.*
  - c. Reputational loss due to the reasons attributable to the service provider.*

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13.2. The service provider understand the provision(s) of penalty and matrix of calculation thereof given in this document. The decision of the Bank shall be final and binding in this regard. Such Penalties shall not restrict the Bank for availing any other remedy/action available in law or in equity.

13.3. *Actual loss as well as penalties for business loss and reputational loss incurred by the Bank on account of deficiencies in services attributable to the IT Partners will have to be recovered in full with a cap on penalties as follows:-*

| Actual loss                                                            | No cap.                                                                                            | Actual Loss                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Penalty on account of Reputational loss to the Bank^                   | Additional 10% [per quarter] of annual maintenance cost, i.e., 40% of the annual maintenance cost. | [a] State Level newspaper(s) and/or in State level TV channel(s)/discussions in the State Assembly, etc. : 1 %<br>[b] National newspaper (s)/magazines and/or in National TV channel(s) i.e. in 2 or more regions/discussions in the Parliament : 2% |
| Penalty on account of Business loss to the Bank^                       | Additional 10% of annual maintenance cost.                                                         | 1 % of the Annual Maintenance Cost.                                                                                                                                                                                                                  |
| ^ Penalties are over and above the cap on penalties built in the SLAs. |                                                                                                    |                                                                                                                                                                                                                                                      |

\*\*\*\*\*

**Service Level Agreement**

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

BETWEEN

State Bank of India, \_\_\_\_\_<sup>2</sup>

AND

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

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

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

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

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

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

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## AGREEMENT<sup>5</sup>

This agreement for \_\_\_\_\_ (hereinafter '**the Agreement**')  
made on \_\_\_\_\_ day of \_\_\_\_\_.

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 having one of its Local Head Offices at \_\_\_\_\_ and a Branch Office at \_\_\_\_\_ / through its \_\_\_\_\_ Office/ Department at \_\_\_\_\_ 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

\_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and the 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

<sup>5</sup> *This document is in the nature of a general template, which needs customisation and updating depending upon individual contract/service. Further, the document needs modification/ completion on many aspects such as nature and scope of services, roles and responsibilities of the Parties, etc. All these clauses are to be added to the document based on the facts and circumstances of each case. Also, certain particulars such as place of arbitration, jurisdiction, details of the parties, etc., are to be completed while finalisation of the Contract.*

- (i) The Bank is desirous of availing services for \_\_\_\_\_;<sup>6</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) The 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, 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<sup>7</sup>:

1.1.1 **“Agreement”** means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

1.1.2 **“The Bank”** shall mean the State Bank of India (including domestic branches and foreign offices), its Associate Banks and subsidiaries. < ***Strike of whichever is inapplicable.>***

1.1.3 **“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,

<sup>6</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

<sup>7</sup> Please define the necessary terms, properly.



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).

1.1.4 **“Project Cost”** means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.

1.1.5 **“Request for Proposal (RFP)”** shall mean RFP NO. SBI/GITC/IT-ATM/2018-2019/552 dated 29-12-2018 along with its clarifications/corrigenda issued by the Bank time to time.

1.1.6 **“Service”** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the 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 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.

1.2.8 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.

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

## **2 COMMENCEMENT & TERM**

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

2.2 This Agreement shall be in force for a period of \_\_\_\_\_ year(s), 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 the Service Provider has to provide to the Bank (Services) is as follows:<sup>8</sup>

3.1.1 \_\_\_\_\_

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

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<sup>8</sup> 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 the Service Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance testing, maintenance, warranty, etc.

#### 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, and that any IPR provided by a Party does not infringe the IPR status of any third party.

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

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

#### 4.2 Additional Representation and Warranties by the Bank.

4.2.1 \_\_\_\_\_<sup>9</sup>

4.2.2 \_\_\_\_\_

4.2.3 \_\_\_\_\_

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<sup>9</sup> Please provide the details, if any in respect of the additional representation and warranties by the Bank required taking into account of the Services.

### 4.3 Additional Representation and Warranties by Service Provider.

4.3.1 The 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.

4.3.2 The 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.

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

4.3.4 The services and products provided by the 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.

4.3.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the 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 the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

4.3.6 \_\_\_\_\_<sup>10</sup>

4.3.7 \_\_\_\_\_

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<sup>10</sup> Please provide the details, if any in respect of the additional representation and warranties by Service Provider.

## **5 RESPONSIBILITIES OF THE BANK**

5.1 \_\_\_\_\_<sup>11</sup>

5.2 \_\_\_\_\_

5.3 \_\_\_\_\_

## **6 RESPONSIBILITIES OF THE SERVICE PROVIDER**

6.1 \_\_\_\_\_<sup>12</sup>

6.2 \_\_\_\_\_

6.3 \_\_\_\_\_

## **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

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<sup>11</sup> Please provide the responsibilities / duties of the Bank which are not covered elsewhere, depending upon the nature of Services.

<sup>12</sup> Please provide the responsibilities /duties of the Service Provider which are not covered elsewhere, depending upon the nature of Services.

whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

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

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 (other than the Customer details/ data of the Bank) 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 or (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.

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. 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, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) 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 wilful default.
- 7.3 The 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 the 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.
- 7.4 The 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.

- 7.5 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 7.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.
- 7.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

## **8 RELATIONSHIP BETWEEN THE PARTIES.**

- 8.1 It is specifically agreed that the 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 the 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 employees of a Party including that on account of personal accidents occurred while working in the premises of



the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

## **9 SUB-CONTRACTING**

- 9.1 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- 9.2 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.
- 9.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.
- 9.4 In the event of sub-contracting the 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 Bank's data / processes is maintained.
- 9.5 Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- 9.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

## **10 PERFORMANCE GUARANTEE & PENALTY**

- 10.1 The Service Provider has to furnish a performance guarantee for an amount of Rs. \_\_\_\_\_<sup>13</sup> for a period of \_\_\_\_\_ from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by the Bank.

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<sup>13</sup> Please provide the amount of performance guarantee, if any.

- 10.2 The performance guarantee is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.
- 10.3 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule<sup>14</sup> specified in this Agreement.
- 10.4 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.
- 10.5 If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the 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 the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 10.6 The Service Provider shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services.
- 10.6.1 The rate of penalty is \_\_\_\_\_<sup>15</sup>.
- 10.6.2 \_\_\_\_\_

## 11 FORCE MAJEURE

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<sup>14</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

<sup>15</sup> Please provide the rate and other details of penalty, if any.

- 11.1 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.
- 11.2 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 Act of Government, 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.
- 11.3 If a Force Majeure situation arises, the 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, the 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.
- 11.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract 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.

## **12 COMPLIANCE WITH LAWS.**

- 12.1 Service Provider hereby 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.
- 12.2 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.

- 12.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.
- 12.4 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

### **13 RIGHT TO AUDIT**

- 13.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled 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 the Service Provider shall submit such certification by such Auditors to the Bank. The 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 the Service Provider. The 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.
- 13.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the 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 the 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 required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

## **14 FEES, TAXES DUTIES & PAYMENTS**

- 14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

14.1.1 \_\_\_\_\_<sup>16</sup>

14.1.2 \_\_\_\_\_

- 14.2 All other taxes including service tax, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.

- 14.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider

## **15 GENERAL INDEMNITY**

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<sup>16</sup> Please provide the payment details and taxes payable by the Bank, if any.

- 15.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.
- 15.2 Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 15.3 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.
- 15.4 Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.
- 15.5 The Service Provider shall 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 trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):
- 15.5.1 The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
- 15.5.2 The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

## 16 TERMINATION

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

- (a) if the 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;
- (b) if the Service Provider fails to perform any other obligation(s) under the Agreement;
- (c) Violations of any terms and conditions stipulated in the RFP;
- (d) on the happening of any termination event mentioned herein above in this Agreement;

16.2 The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective.

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

16.3.1 If any Receiver/Liquidator is appointed in connection with the business of the 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.

16.3.2 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.

16.3.3 If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.

16.3.4 If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the

circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.

16.3.5 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 customers.

16.3.6 If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India

16.3.7 If any officer/ employee/ director of Service Provider or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director of the Bank.

16.4 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 the 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.

16.5 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 by Service Provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

16.7 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.

16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:



- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality and indemnity; and
- (c) any right which a Party may have under the Application Law.

## **17 LIMITATION OF LIABILITY**

17.1 For breach of any obligation mentioned in this Agreement, subject to obligations mentioned in clause 17.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project.

17.2 Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

17.3 The limitations set forth herein shall not apply with respect to:

- a) claims that are the subject of indemnification pursuant to IPR infringement,
- b) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
- c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- d) When a dispute is settled by the Court of Law in India.
- e) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

## **18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.**

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

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

- 18.2.1 In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.
- 18.2.2 In the event of failure of the 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 contract 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. If existing vendor is 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 performance guarantee for the contracted period.

## **19 ARBITRATION**

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

- 19.2 The place of arbitration shall be at \_\_\_\_\_ and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 19.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- 19.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **20 GOVERNING LAW & JURISDICTION**

- 20.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- 20.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in \_\_\_\_\_ in connection with any dispute between the Parties under the Agreement.

## **21 ENTIRE AGREEMENT**

- 21.1 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.

21.2 This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules<sup>17</sup> which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

21.2.1 \_\_\_\_\_

21.2.2 \_\_\_\_\_

21.2.3 \_\_\_\_\_

21.3 If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:

21.3.1 \_\_\_\_\_

21.3.2 \_\_\_\_\_

21.3.3 \_\_\_\_\_

## 22 SEVERABILITY

22.1 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.

## 23 NOTICES

23.1 Any notice, invoice, approval, advice, report 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, telegram or facsimile to the relevant address set forth

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<sup>17</sup> Please also incorporate the Tender/ RFP/ RFP- modifications documents also as part of the Agreement, if the same are relevant.

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 telegram or facsimile) or seven (7) clear days after posting (if sent by post).

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

23.3 Address for communication to the Parties are as under:

23.3.1 To the Bank

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

23.3.2 To Service Provider

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

## 24 MISCELLANEOUS

24.1 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.

24.2 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 or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

24.3 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.

- 24.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 24.5 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.
- 24.6 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 24.7 The 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.
- 24.8 All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
- 24.9 The 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.
- 24.10 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- 24.11 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 the Service Provider or the employees of the Service Provider.
- 24.12 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.

24.13 The 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 the Service Provider.

24.14 The 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, SCHEDULE, ETC.**

(Please provide the Annexure, Schedules, etc.,)



**NON-DISCLOSURE AGREEMENT**

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

\_\_\_\_\_ constituted under the \_\_\_\_\_ Act,  
\_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Bank"  
which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (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. 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 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 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; 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 own employees and other persons and then only to those employees and persons 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 its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the 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.
- (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 prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) the statutory auditors of the Bank and

- (2) Regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) 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.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

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

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property 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 patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (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.

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- (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) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

- (a) 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 \_\_\_\_\_ 201 at \_\_\_\_\_  
(month) (place)

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

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

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

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

| Prebid Queries - Online |         |         |            |                 | Appendix-14         |
|-------------------------|---------|---------|------------|-----------------|---------------------|
| Sl.No                   | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions |
|                         |         |         |            |                 |                     |
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