



**REQUEST FOR PROPOSAL FOR
PROCUREMENT OF GLOBAL
SECONDARY MPLS CONNECTIVITY SERVICES**

REF: SBI/GITC/NW&C/2021-22/769 dated: 28/05/2021

**Networking & Communication Department,
State Bank of India, Global IT Centre,
First Floor, 'D' wing, Sector 11, CBD Belapur,
Navi Mumbai - 400614 , Maharashtra, India**

Schedule of Events

SI No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Deputy General Manager (NW&C), Networking & Communication Dept, State Bank of India, Global IT Centre, First Floor- D Wing, Sector 11, CBD Belapur, Navi Mumbai 400614 Email: dgmit.nw@sbi.co.in agm.nw@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Website: https://etender.sbi/SBI/ or Bank's website https://www.sbi.co.in procurement news from 28/05/2021
3	Last date for requesting clarification	Up to 03:00 PM on 05/06/2021 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail. All communications regarding points / queries requiring clarifications shall be given in writing to Ms. Kavya Singh(Asst. Manager)/ Mr. Jawed Ansari (Manager) or by e-mail at kavya.singh@sbi.co.in ; jawed.ansari@sbi.co.in ; dgmit.nw@sbi.co.in ;
4	Pre - bid Meeting at (venue)	From 03:00 PM to 05:00 PM on 10/06/2021 through e-Meeting on Microsoft Teams Platform (Online meeting) .
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 14/06/2021
6	Last date and time for Bid submission	Up to 03:00 PM on 21/06/2021

7	Address for submission of Bids (Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)	M/s E-Procurement Technologies Ltd, Ahmedabad Website: https://etender.sbi/SBI/ Contact details: Khushboo.mehta@eptl.in Email: allocation@eptl.in Shri Nisarg Thakkar-Mob: 7968136822 Email: nisarg.thakkar@auctiontiger.net
8	Date and Time of opening of Technical Bids	03:30 PM on 21/06/2021 online. Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Date of commercial bid opening will be decided by the Bank and will be communicated to such bidders who qualify in the Technical Bid.
10	Reverse Auction	The date of reverse auction will be advised to all technically qualified bidders. Representatives of Bidder may be present during opening of Indicative Commercial Bid. However, Bids would be opened even in the absence of any or all of the bidder's representatives.
11	Tender Fee	Rs. 20,000/- only (INR Twenty thousand Only) Amount should be deposited in A/c No. - 4897932113433 IFSC - SBIN0011343. Account Name: Subsidy Inward Remittance Branch : OAD, GITC, Belapur Tender fee will be non-refundable
12	Earnest Money Deposit	50,00,000/- (INR Fifty Lakh Only) Amount should be deposited in A/c No. - 4897932113433

		<p>IFSC - SBIN0011343. Account Name: Subsidy Inward Remittance Branch : OAD, GITC, Belapur or EMD should be in the form of a Bank guarantee. EMD shall be valid up to 180 days from the bid submission date. The bidder should deposit EMD and Tender Fee separately.</p>	
13	Bank Guarantee	10% of the value of the contract value	Performance Security in form of BG should be valid for 03 year(s) and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	<p>M/s E-Procurement Technologies Ltd, Ahmedabad Website: https://etender.sbi/SBI/ Contact details: Khushboo.mehta@eptl.in Email: allocation@eptl.in Shri Nisarg Thakkar-Mob: 7968136822 Email: nisarg.thakkar@auctiontiger.net</p>	

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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement of GLOBAL SECONDARY MPLS CONNECTIVITY SERVICE FOR BANK'S FOREIGN OFFICES / BRANCHES & DATA CENTRES IN INDIA.
- ii. In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from

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

2. DISCLAIMER:

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

for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

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

- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.
- ix. **“International link”**– It refers to an MPLS link that connects Hubs/branches in foreign offices with DCs in India
- x. **“Local link”** - It refers to an MPLS link that connects Hubs with local branches and offices in Foreign offices.
- xi. **“Link Commissioning”**-It refers to complete end to end delivery of the MPLS link between bank’s DC/DR and the bank’s branch/office. The link should have successfully been tested for all applications reachability and other necessary testing parameters as decided by the bank.

4. SCOPE OF WORK:

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

5. ELIGIBILITY AND TECHNICAL CRITERIA:

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

6. COST OF BID DOCUMENT:

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

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own

opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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

8. CONTENTS OF BID DOCUMENT:

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

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-H**) issued in favour of State Bank of India by any scheduled commercial bank in India. In

case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

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

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-V**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-**
 - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this

department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing of GLOBAL SECONDARY MPLS SERVICE FOR BANK'S FOREIGN OFFICES/BRANCHES & DATA CENTRES IN INDIA** in response to the **RFP No. SBI/GITC/NW&C/2021-22/769 dated 28.05.2021**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11(ii).
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11(ii).
 - (i) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.
- ii. **Indicative Price Bid** for providing of Global Secondary links in Foreign offices in response to the **RFP No. SBI/GITC/NW&C/2021-22/769 dated 28.05.2021** should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

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

11.DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre- Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. **The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.**
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

12.MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

- i. Bid shall remain valid for duration of **6 calendar** months from Bid

submission date.

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

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS Online:

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

evaluation process.

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

16. TECHNICAL EVALUATION:

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

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

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

service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

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

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

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

(b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

(c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local

supplier' within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

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

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

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

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

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

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

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

ii. Verification of local content

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** from the statutory auditor or cost auditor of the company (in the case of companies)

or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be.

- iii. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iv. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- xii. The bidders who will be meeting the eligibility criteria (as specified in Appendix-B) will undergo technical evaluation as per Appendix-C. The bidders who will qualify based on the minimum score (specified in Appendix-C) will only be eligible to participate in the online reverse auction where the Bidder quoting the lowest amount shall be declared as the successful Bidder (L1).
- xiii. The SLA prescribed by the Bank are part of the RFP. Subsequent to pre-bid meeting, the Bank may come out with corrigendum(s) to incorporate all accepted queries including inputs related to SLAs. All Bidders, therefore, may take a note that participation in reverse auction will be construed as acceptance of all terms, conditions, and SLAs as per the RFP and subsequent corrigendum(s). There will not be any discussions on SLAs, whatsoever it may be, after reverse auction is over. The participating Bidders, therefore, may take internal legal/any other clearances related to SLAs well in advance.

20. POWERS TO VARY OR OMIT WORK:

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

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

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

21. WAIVER OF RIGHTS:

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

22. CONTRACT AMENDMENT:

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

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

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

24. BANK GUARANTEE:

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

25. SERVICES

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- iii. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
- iv. The selected Bidder shall support the services during the period of Contract as specified in Scope of work in this RFP.
- v. 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 service, the Bidder shall ensure that the service is made operational to the full satisfaction of the Bank within the given timelines.
- vi. 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.

26. PENALTIES:

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

27. RIGHT TO VERIFICATION:

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

28. RIGHT TO AUDIT:

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

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

29.SUBCONTRACTING:

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

30.VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period as specified in the Scope of Work. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31.LIMITATION OF LIABILITY:

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

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

32. CONFIDENTIALITY:

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

33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

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

34. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-K** of this RFP.
- vi. Without the Bank's prior written permission, Service Provider shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.
- vii. Service Provider agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein the Bank has integrations.
- viii. Service Provider agrees that it shall communicate to the Bank well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.
- ix. Service Provider at its own expenses, agrees to provide audit report of the

process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by the Bank.

- x. Service Provider shall ensure confidentiality, integrity and availability of the Bank's information at all times and shall comply with regard to the followings:
- (a) Acceptable Usage Policy: Information assets of Service Provider should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.
 - (b) Email Usage: The employees of Service Provider shall use authorized media only for email communication.
 - (c) Password Management: Service Provider shall have a password management system in place, which ensures secure passwords.
 - (d) Physical and Environmental Security: Service Provider shall provide sufficient guidance for its employees with respect to physical and environmental security.
 - (e) Logical Access Control and User Access Management: The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.
 - (f) Infrastructure Security: Service Provider shall ensure correct and secure operations of information processing facilities.
 - (g) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment are requested, tested and approved prior to installation or implementation.
 - (h) Information Security Incident Management: Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.
 - (i) Communications Strategy: Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.
 - (j) Service Provider Relationship: Service provider shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Bank, shall be assessed and managed regularly, to the satisfaction of the Bank.
 - (k) Digital Risk: Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by the Bank.
 - (l) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application,

networking etc.) are requested, tested and approved prior to installation or implementation.

- (m) Port Management: Service Provider shall ensure that the controls are implemented for secure port management so as to protect the network from unauthorized access.
- (n) Patch Management: Service Provider shall ensure that the security patches to information assets and systems are correctly and completely updated in a timely manner for known vulnerabilities.
- (o) Management: Service Provider shall ensure that regular backup is taken so that when necessary, information may be restored from backup media to return the application, database, operating system etc. to production status.
- (p) Access Management: Service Provider shall limit access to information and information processing facilities for authorized users only.
- (q) Log Management: Logging shall be enabled on all systems of Service Provider to ensure audit trail is maintained every time.
- (r) Service Provider shall have an anti-virus solution with regular updates to protect their system against malicious attacks in the form of virus, malware, trojans etc.

35. TECHNICAL DOCUMENTATION:

- i. The vendor should provide documents related to Root Cause Analysis Report, Architecture and Technical specification list as per the scope of work in this RFP.
- ii. The Vendor should also provide the MIS reports and other reports as per Scope of Work provided in Appendix-E defined of the RFP.
Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner.

36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

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

- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the

Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this RFP.

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

37. LIQUIDATED DAMAGES:

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

38. CONFLICT OF INTEREST:

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

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

39. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) "**corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

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

v. Debarment/Banning

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

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

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is,

however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

(b) Debarment from participation including removal from empanelled list

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

- Without prejudice to the rights of the Bank under Clause 39(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as

successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

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

40. TERMINATION FOR DEFAULT:

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

Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the

breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

41. FORCE MAJEURE:

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

42. TERMINATION FOR INSOLVENCY:

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

43. TERMINATION FOR CONVENIENCE:

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

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

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

between the parties shall be in English.

45. GOVERNING LANGUAGE:

The governing language shall be English.

46. APPLICABLE LAW:

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

47. TAXES AND DUTIES:

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

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

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

48. TAX DEDUCTION AT SOURCE:

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

49. TENDER FEE:

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

50. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

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

51.NOTICES:

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

Part-II

Appendix–A

BID FORM (TECHNICAL BID)

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

Date: _____

To:

**Deputy General Manager (NW&C),
Networking & Communication Dept,
State Bank of India, Global IT Centre,
First Floor- D Wing,
Sector 11, CBD Belapur,
Navi Mumbai 400614**

Dear Sir,

Ref: RFP No. SBI/GITC/NW&C/2021-22/769 dated: 28/05/2021

~~~~~

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

i. While submitting this Bid, we certify that:

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

- We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
  - The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-U** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.



- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

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

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

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

## **Appendix-B**

### **Bidder's Eligibility Criteria**

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                              | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                                    |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2.            | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |                            | Bidder should specifically certify in <b>Appendix-A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.     |
| 3.            | The Bidder must have an average turnover of minimum Rs. 100 crore during last 03 (three) financial year(s) i.e. FY 2018-19, FY2019-20 and FY2020-21.                                                                                                                     |                            | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current 2020-2021 year may be submitted.)          |
| 4.            | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above.                                                                                             |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |

|     |                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.  | Bidder should have experience of minimum 5 years in providing the Services.                                                                                                                                                                             |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.  | The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                   |  | Certificate of local content to be submitted as per <b>Appendix-G</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7.  | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.<br>(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required) |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-M</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8.  | Certification Requirements (As mentioned in the Technical Eligibility-Appendix-C )                                                                                                                                                                      |  | Copy of the Valid Certificate(s) to be provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9.  | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                   |  | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 10. | Bidders should not be under debarment/blacklist period for                                                                                                                                                                                              |  | Bidder should specifically certify in <b>Appendix-A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|     |                                                                                                                                                                                                                                                                |  |                                                                         |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|
|     | breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.                                             |  |                                                                         |
| 11. | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India.<br>For OEMs, directly participating, the conditions mentioned above for support center remain applicable. |  | Bidder should specifically certify in <b>Appendix-A</b> in this regard. |
| 12  | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.                                                                                                     |  | Bidder should specifically certify in <b>Appendix-A</b> in this regard. |
| 13. | Billing/Invoicing will be in INR and bidders shall be fully aware of taxation policies related to invoicing in India and all Foreign offices/branches locations of the Bank.                                                                                   |  | Self-declaration certificate                                            |
| 14. | The bidder should not be the primary link service provider for any of the locations outside India as specified in the scope of work of this RFP.                                                                                                               |  | Confirmation on letter head from bidder                                 |
| 15. | The Bidder should agree to the terms and conditions of Service Level Agreement (as specified in Part I, clause 19 (vi).                                                                                                                                        |  | Bidder should specifically confirm on their letter head in this regard. |
| 16. | The bidder should have presence of (own or partner's) support center and level 3 (highest                                                                                                                                                                      |  | Bidder should specifically confirm on their letter head in this regard. |

|  |                                                                            |  |  |
|--|----------------------------------------------------------------------------|--|--|
|  | escalation) locally (any location in India) as well as in Foreign Offices. |  |  |
|--|----------------------------------------------------------------------------|--|--|

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

**Name & Signature of authorized signatory**  
**Seal of Company**

## Appendix-C

### Technical & Functional Specifications

#### TECHNICAL SCORING MATRIX

| S<br>N<br>o | Parameter                                                                                                                                                                                                                                                                                            | Evaluation Criteria & Marks |           | Max<br>Mar<br>k | Bidder's<br>Respon<br>se | Score<br>Awarde<br>d |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------|-----------------|--------------------------|----------------------|
|             |                                                                                                                                                                                                                                                                                                      | Criteria                    | Mark<br>s |                 |                          |                      |
| 1           | Percentage of locations (as specified in section B of Appendix-E of the RFP) where the bidder has their own existing (and not through their affiliates/partners) MPLS PoPs from where the connectivity will be provided.<br>Note: Feasibility report (as per Appendix-R) to be provided as evidence. | >= 25% to < 50%             | 20        | 30              |                          |                      |
|             |                                                                                                                                                                                                                                                                                                      | >= 50% to < 70%             | 25        |                 |                          |                      |
|             |                                                                                                                                                                                                                                                                                                      | >=70%                       | 30        |                 |                          |                      |
| 2           | Number of certifications possessed by the bidders.<br>Note: The copies of available certificates shall be required to be submitted by the bidders as a part of Technical Bid. (If                                                                                                                    | ISO 9001:2008               | 3         | 25              |                          |                      |
|             |                                                                                                                                                                                                                                                                                                      | ISO 27001                   | 2         |                 |                          |                      |
|             |                                                                                                                                                                                                                                                                                                      | TL9000                      | 10        |                 |                          |                      |
|             |                                                                                                                                                                                                                                                                                                      | ISO 22301                   | 7         |                 |                          |                      |
|             |                                                                                                                                                                                                                                                                                                      | ISO 20000                   | 3         |                 |                          |                      |

|   |                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                              |    |  |  |  |
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|   | renewal is under process, evidences of renewal process to be provided)                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                              |    |  |  |  |
| 3 | Total number of Global MPLS PoP (excluding Virtual/Extended PoPs).<br>Note: The bidders will be required to share the details of location and the copies of verifiable documents evidencing such claims along with the submission of technical bid.                                                                             | Marks shall be computed as follows:<br>$(nMPLS/\max MPLS)^* 10$<br>where, $nMPLS$ = total number of MPLS PoPs specified by the bidder<br>$\max MPLS$ = maximum number of MPLS PoPs specified by any bidder amongst the participating bidders | 10 |  |  |  |
| 4 | NOC                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                              |    |  |  |  |
|   | 01.DR NOC availability                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                              | 3  |  |  |  |
|   | 02. Automated tools for real time network/link monitoring and proactive troubleshooting deployed at NOC                                                                                                                                                                                                                         |                                                                                                                                                                                                                                              | 2  |  |  |  |
|   | 03.NOC - Help Desk /Support availability 24x7x365 days / SMS Alerts                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                              | 2  |  |  |  |
|   | 04.Incident Management Plan/SOP                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                              | 2  |  |  |  |
|   | 05. DR / BCP Plan and testing for NOC including SOP                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                              | 2  |  |  |  |
|   | 06. Total number of L1, L2, and L3 support engineers deployed at DC/DR NOC:<br>Scoring Criteria:<br>$(nEngineers/\max Engineers)^* 15$<br>where, $nEngineers$ = total number of Engineers specified by the bidder.<br>$\max Engineers$ = maximum number of Engineers specified by any bidder amongst the participating bidders. |                                                                                                                                                                                                                                              | 15 |  |  |  |



|   |                                                                                                                                                                                                                                                                             |                           |    |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----|--|
|   | 07. Network devices IOS upgrade management from NOC (Except on devices provided by bank)                                                                                                                                                                                    | 2                         |    |  |
|   | 08. Network devices Configuration Management from NOC                                                                                                                                                                                                                       | 2                         |    |  |
| 5 | Technical Proposal and Transition plan presentation                                                                                                                                                                                                                         | 20                        |    |  |
| 6 | IPv6 compliant MPLS Network with respect to the locations specified in section B of Appendix- E of this RFP document:<br>Note: Bidder to specify their response in %.<br>Also The IPv6 compliance status as on the date Of issue of the RFP will be considered for scoring. | $\geq 25\%$ to $< 50\%$ 2 | 5  |  |
| 7 | Quality of Realtime Dashboard to clients                                                                                                                                                                                                                                    |                           | 10 |  |
| 8 | Detailed plan to ingest logs into SBI's NOC                                                                                                                                                                                                                                 |                           | 10 |  |

|   |                                                                                         |  |    |  |  |
|---|-----------------------------------------------------------------------------------------|--|----|--|--|
| 9 | Incident management process at TSP to have MTTR within prescribed limit as per this RFP |  | 10 |  |  |
|---|-----------------------------------------------------------------------------------------|--|----|--|--|

**Note:**

1. False declaration or misrepresentation of any of the above points may lead to:
  - a) Cancellation of the bid and forfeiture of the bid amount if found during the evaluation of the technical bid.
  - b) Cancellation of the contract of the TSP and levy of penalties up to 100% of contract value if found during the currency of the contract period.

The bids of only those Bidders who score more than 70% marks (out of 150 total marks) in technical scoring parameter will be considered for further processing/reverse auction.

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 and shall be part of Technical bid

**Name & Signature of authorized signatory**

**Seal of Company**

**Appendix-D**

**Bidder Details**

**Details of the Bidder**

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

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-E**

**Scope of Work and Payment Schedule**

**Section A-Scope of Work**

| SI No | Requirements            | Marginal comments for departments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | Description of Services | <p>Provisioning of <b>MPLS Layer-3 VPN</b> (virtual private routed network) for interconnecting Bank's several locations in foreign offices with Data Centers in India (as per specified in Section B) on wired media for a <b>period of 3 years</b>. All the services mentioned in this RFP will be provided by the selected TSP (Telecom Service Provider) and no extra cost will be paid other than the contract value. For payment terms please refer Section D. The link should be equivalent to the Primary link in all terms and can be used as Primary /Secondary link as per the Bank's requirement.</p> <ol style="list-style-type: none"> <li>Operational support (viz. end to end link monitoring, maintenance, training, etc.) after installation, deployment and operationalization of the links.</li> <li>Maintenance of dashboards/online portal including data management (Preparation of Reports as per SLA, link monitoring details etc.)</li> <li>Submission of reports on compliance quarterly basis and as and when required pertaining to the requirements as specified in the RFP and/or pointed out by the Bank's auditors during the contract period.</li> <li><b>For the Support services &amp; SLA where involvement of third party service provider is required, there should be a Back to Back agreement between TSP &amp; third party service provider.</b> The Services from the <b>third party service provider</b> should be available round the clock.</li> </ol> |

5. For the commissioning of the links, the Bank will issue Lol/PO in Bank's format and sign SLA with the selected TSP and **no other document will be signed by the Bank** for the said purpose. The Bank reserves the right to place **Purchase Order (PO) for 25 % lesser number of links** than the number of links/locations specified in this of RFP document. These 25% will not consist of the locations which have been closed due to administrative reasons. Also, the Bank **may issue multiple POs** during the contract period. In case the existing **Service provider emerges as L1 bidder** and the **discovered rate is less than the existing rate then the discovered rates will be applicable from the date of issue of PO/LOI**.
6. The TSP shall have to **sign the SLA of the Bank** as per Appendix-U. If there is **any ambiguity** between any clause in the SLA and any clause specified in the RFP, the **order of priority of documents in resolving such ambiguity** shall be as follows:
  - a. RFP and its addendum/corrigendum
  - b. The Service Level Agreement (along with Appendix /Schedules)
  - c. Purchase Order (PO)
7. The CPE (Customer Premises Equipment) will be provided by the Bank. The link may be required to terminate on a router that may already have another link terminated on it.
8. The TSP has to **ensure the availability of sufficient number of resources** (including on-site engineers) during the installation, commissioning of the links, post commissioning of the link and whenever there is a requirement for in person presence for either troubleshooting or any other reason as per the bank's requirement during the tenure of the contract.

**The TSP shall have to provide a team comprising of the following members under this RFP:**

**a. One Program Manager:**

- i. Should be a Graduate/ Post Graduate with PMP or equivalent/higher certifications and minimum of 3 years' experience in deploying and managing MPLS networks.
- ii. The resource should be dedicated for this RFP/project. The identified resource should continue throughout the currency of the contract unless requested by the Bank for their replacement or on account of some compelling reasons requires the changes from the TSP side.
- iii. Will act as a Single Point of Contact (SPOC) for the Bank (for any escalations pertaining to the scope of this RFP).
- iv. Shall be responsible for conducting weekly review meeting with the Bank and NI along with the TSP's technical resources till all the links are successfully commissioned.
- v. Shall be responsible for ensuring the project timelines are met.
- vi. Shall be responsible for ensuring meticulous compliance of the terms and conditions as specified in the RFP and SLA.
- vii. Should be stationed at GITC on all working days during the delivery phases of all the links.
- viii. Shall coordinate with the local contact person of the bank for all the activities/ necessary permissions /coordination etc.

**b. One Operations/Service Assurance Manager:**

- i. Shall have the primary responsibility of ensuring a smooth network functioning without congestion and downtime post commissioning of the links.
- ii. Shall notify well in advance (**not less than 07 working days**) to the Bank & NI about any **scheduled/ planned changes/**

|   |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                             | <p><b>maintenance activities</b> to be undertaken by the TSP that may affect the performance of the specified locations either directly or indirectly. The impact on the bank's network along with the details of locations affected should also be mentioned specifically.</p> <ul style="list-style-type: none"> <li>iii. Shall be responsible to conduct weekly review meetings post-delivery of the links.</li> <li>iv. Shall provide support to add/upgrade/replace/ move any or all hardware components installed at the specified locations as per the bank's requirement.</li> <li>v. Shall be responsible for resolving all the technical issues during and after successful commissioning of the links.</li> <li>vi. Responsible for coordinating with Bank's NI for technical inputs/resolution of issues.</li> <li>vii. Shall coordinate with the local contact person of the bank for all the activities/ necessary permissions /coordination etc</li> <li>viii. Should be stationed at GITC on all working days during and after the commissioning of the links.</li> </ul> <p><b>Note:</b> The TSP shall submit the resumes along with the copies of relevant certificates of the Program Manager, Operation/Service Assurance Manager to the Bank. The Bank reserves the right to interview/select/reject any candidate proposed by TSP at its own discretion. In other words, all the key appointments by the TSP for the project will be with the explicit concurrence of the Bank. Similarly, the Bank also reserves the right to seek replacement of existing key program/operations/service assurance managers at its sole discretion without having to assign any reason, whatsoever.</p> |
| 2 | Description of Deliverables | <p>1. The selected Telecom Service Provider (TSP) shall provide MPLS-based network connectivity on <b>wired media</b> at the specified locations/offices for a <b>period of 3 years</b>. The TSP shall arrange for the <b>commissioning of all links within 60 days</b> from the date of issuance of Purchase Order (PO)/Letter of Intent (LoI).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

2. **End to end link management and maintenance should be performed by the TSP on a 24x7x365 days** basis between the Customer Premise Equipment (provided by the Bank) in the DC/DR sites in India/offices and in various countries. The allocation of WAN side IP addresses (IPv4 & IPv6), BGP pairing, route advertisement etc. shall be provided by the selected TSP only.
3. The TSP has to ensure **upgrade/downgrade** of link bandwidth as and when required by the Bank **within 21 days from the date of receipt of Bank's request**. The price discovery for the new bandwidth is mentioned in the table below. For all such cases, One Time Charges (OTC) shall **not** be payable by the Bank.
4. The formula for the new link/upgrade bandwidth shall be as mentioned:

Countries have been divided into 5 categories A, B ,C,D,E as per below table:

Table 4.1: Categorization of countries

| Category | Country                                                                                        |
|----------|------------------------------------------------------------------------------------------------|
| <b>A</b> | Canada, Singapore                                                                              |
| <b>B</b> | Australia, Germany, Hong Kong, Israel, Japan, Myanmar, Nepal, South Africa, Sri Lanka, USA, UK |
| <b>C</b> | Bangladesh, Belgium, China, Mauritius, South Korea                                             |
| <b>D</b> | Bahrain, Maldives                                                                              |
| <b>E</b> | Oman, UAE                                                                                      |

The cost of 2 Mbps link for each country (Z) will be considered as per the rate discovered through RFP.



Table 4.2: Cost derivation formula:

| Bandwidth<br>(In<br>Mbps)/Cat<br>egories | A     | B     | C     | D     | E     |
|------------------------------------------|-------|-------|-------|-------|-------|
| 2                                        | 1.0 Z | 1.0 Z | 1.0 Z | 1.0 Z | 1.0 Z |
| 4                                        | 1.3 Z | 1.5 Z | 1.5 Z | 1.8 Z | 1.8 Z |
| 6                                        | 1.4 Z | 1.6 Z | 1.9 Z | 2.2 Z | 2.2 Z |
| 8                                        | 1.8 Z | 1.9 Z | 2.3 Z | 2.6 Z | 2.7 Z |
| 10                                       | 2 Z   | 2.2 Z | 2.7 Z | 3 Z   | 3.1 Z |
| 20                                       | 4 Z   | 4.4 Z | 4.9 Z | 5.4 Z | 6 Z   |
| 30                                       | 8 Z   | 8.5 Z | 9 Z   | 9.5 Z | 10 Z  |

**\*In case of bandwidth upgrade, the above tables will be used to arrive at the revised cost.**

The cost discovered will be as per the bandwidths provided in the respective countries/ locations. The total cost of each bandwidth in each location of the countries will be the reverse auction price. Now, if the bandwidth has to be increased to next higher bandwidth in future, then the cost bandwidth so provided after the reverse auction will be converted to 2 Mbps cost and the above formulae will be applied for arriving at new rate.

The cost of intermediate bandwidth not mentioned in the table will be calculated as per below table:

Table 4.3: The cost of intermediate bandwidth shall be discovered as per the following formulae.

|                                |                                                                                                                                                   |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| a                              | lower bandwidth cost                                                                                                                              |
| b                              | higher bandwidth cost                                                                                                                             |
| Cost of intermediate bandwidth | $a + ((b-a) / (\text{bandwidth } b - \text{bandwidth } a)) * (\text{required bandwidth } c - \text{bandwidth } a)$ , where c is the new bandwidth |

**\* In case of bandwidth upgrade, the above tables will be used to arrive at the revised cost.**

Example: as per the Illustration-1

**For domestic links (DC/DR in India), below rates will be applicable, whereas Y is the bandwidth rate of 50 Mbps as per the reverse auction:**

Table 4.4: DC/DR in India cost derivation:

| Bandwidth Category | Category rate |
|--------------------|---------------|
| 100 Mbps           | 1.50 Y        |
| 250 Mbps           | 3.00 Y        |

Rates for intermediate bandwidth will be calculated as per illustrated below:

Illustration 1: Price of 50 Mbps bandwidth which has been arrived at through reverse auction and has been taken as Y.

Let Y = Rs.1000

Price of 100 Mbps =  $1.5 \times 1000 = \text{Rs.}1500$

Price of 250 Mbps =  $3.00 \times 1000 = \text{Rs.}3000$

If the rate has to be arrived at for 75 Mbps, the rate will be arrived at by the following formulae:

Price of 100 Mbps=  $1.50 Y$

Price of 50 Mbps=  $Y$

75 Mbps =  $(1.50 Y - Y/50) \times 25 + Y$

5. The service provider should complete the feasibility for new link/bandwidth upgrade/shifting within 2 weeks of request being raised by the bank.

6. The TSP shall ensure **shifting** of link from one location to the other **within 15 days from the date of receipt of Bank's request post placing of purchase order for shifting by the bank**. In all such cases, the TSP should provide connectivity at the new location on the payment of one time shifting charges. The OTC (one time charges)

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>will be fixed <b>as INR 2.00 lakhs</b> irrespective of the country within which the shifting will take place as per bank's decision. Also, the bandwidth cost shall remain the same (i.e. no change in the link cost price before and after shifting of the link at new location).</p> <p>7. However, the OTC shall be payable by the bank only if the shifting has been completed within 15 days of PO.</p> <p>8. For any new link, the bandwidth cost will be calculated as mentioned in above table. <b>The OTC(one time charges) of INR 2.00 lakhs will be applicable.</b> No other charges will be paid by the bank.</p> <p>9. Bank, at its discretion, may <b>surrender any link</b> at any location at any time by giving the TSP a <b>notice period of 30 days</b>. No payment shall be made by the bank after the surrender other than the monthly recurring payment for the notice period.</p> <p>10. The TSP shall <b>coordinate with the Bank's Network Integrator/SBI official (LCON –Local contact person) in the countries</b> for commissioning of links, configurations of devices under the control of TSP, fault management, change management, day to day operations, etc. However, during the contract period, the Bank reserves the right to add/ upgrade/replace/move any or all hardware components installed at the specified locations. In such eventuality, the TSP should carryout necessary activities for facilitating such operations (if required) as advised by the Bank from time to time.</p> <p>11. The TSP shall <b>commission the link using proper tagging and labeling</b>. The TSP shall <b>provide necessary equipment (excluding CPE routers and network switches which will be provided by bank)</b> required for commissioning of the links at specified. The TSP should ensure the link is compatible with Bank's network equipment viz. routers and switches. TSP shall</p> |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

also ensure to dismantle their setup at the Bank's premises once the termination of contract/particular link is mandated by the bank after taking permission from the respective branch.

**Documentation:**

12. At the initial stage, the TSP shall provide a **high level network design document** capturing CPE details, PoP details including interface/port (on which the link shall be terminated), CoS/QoS details etc. for providing connectivity between each of the office/branch. This **document needs to be submitted by the TSP within 1 month of issuance of the LoI/PO** and should be updated from time to time as and when there is any change in the network/details captured in the document.

13. The TSP has to **maintain proper documentation having correct and latest information** on network architecture such as logical & physical setup for each location, master database of all the sites along with inventory of links (from/to location details), bandwidth details, physical ports on which the link has been terminated, circuit ID, IP addresses, register containing incident and their resolution details etc. at a central location throughout the currency of the contract which is made available to the bank regularly.

14. TSP shall maintain duly signed copies of certificates/reports such as "Site Survey", "Installation Certificate", "In Operations Certificate", "Acceptance report for successful commissioning" etc. with themselves for future references. Such documentation in the format prescribed by the Bank shall be provided to the Bank/NI on regular basis and/or on demand.

a. Note: Format for all the reports and certificates shall be finalized by the Bank in consultation with

the TSP and Bank's NI. For sample In-Operations certificate, please refer Appendix-P.

15. The TSP will **obtain all the necessary clearances, permissions, licenses/permit etc.** from all the authorities concerned in order to provide network connectivity at the Bank's offices/branches as specified in this document.

16. The TSP shall confirm in writing that all the MPLS PoPs, on which the **MPLS links have been terminated, have redundancy** at various levels including equipment-level, link-level, power-level, and path-level. This should be documented and submitted to the bank **within one month of issuance of PO.**

**Operational Requirement:**

17. The TSP shall provide support for **dynamic routing of packets/data**. TSP shall ensure that there shall **not be any restriction on the number of routes** that needs to be maintained on devices under the control of the TSP for all practical purposes.

18. The TSP shall **monitor on a near real-time basis for proactive monitoring**, all the MPLS links provided by them at the specified locations. For this purpose, **restricted read-only SNMP access** shall be provided to the TSP by the Bank as per the requirement.

19. The TSP shall provide **ingress committed rate (ICR) and egress committed rate (ECR)** between the CE (Customer Premises Equipment) and the corresponding PE (Provider Premises Equipment) for each of the location such that **ICR = ECR = bandwidth** specified for that location in this RFP document. In other words, the TSP shall ensure that the links can be used in full duplex mode with sending and receiving available on the same circuit. For e.g. - On a 1 Mbps circuit, 1 Mbps sending

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>and 1 Mbps receiving the data should be possible simultaneously.</p> <p>20. The TSP is required to specify if <b>bursting is available as a supported service</b>. If so, TSP may define the process and specify the lead- times for requesting bursts. The TSP may also confirm the <b>flexibility to dynamically allocate bandwidth</b> to the Bank on demand either on a permanent or temporary basis.</p> <p>21. The TSP shall ensure to provide <b>last mile connectivity only through wired media</b> (preferably OFC), and the <b>link handoff will be Ethernet RJ-45</b>. However, in case the provisioning of a link in a particular location is not feasible on an Ethernet interface, the same shall be brought to the notice of the Bank citing actual reason for the same. The Bank will evaluate same on a case-to-case basis and may provide relaxation either on a temporary or permanent basis.</p> <p>22. It is to be ensured by the TSP that <b>wireless technology will not be used</b>. It is to be noted that it shall be the responsibility of the TSP to <b>lay the cables up to the layer-3 device</b> (Bank's router) installed at the specified locations under the purview of this RFP <b>and terminate the link up to the designated port of the layer-3 (Bank's router) device</b>. It will be the responsibility of the service provider to put the cable into the port of the CE device. Also, the TSP may <b>install MUX (es) at Bank's locations</b> wherever required at their own cost only after obtaining prior approval of the Bank. Only after the link had been terminated at designated interface by TSP, after consultation with bank/NI, the commissioning exercise to be carried out by TSP.</p> <p>23. The TSP shall ensure that all network components/sub-components in their network that supports IPv4 should also support <b>IPv6</b>. In other words, the TSP shall ensure that the MPLS network supports both IPv4 and IPv6 so that the IPv4 and IPv6 traffic can be transported seamlessly between the Bank's offices/branches as</p> |
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|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>specified in this RFP. However, in case the TSP is not IPv6 compliant, the same needs to be achieved by the TSP <b>within 6 months from the date of issuance of PO/Lol.</b></p> <p>24. TSP shall ensure implementation of <b>end-to-end traffic-oriented QoS</b> (irrespective of the type of IP traffic; IPv4 and IPv6) in conditions when some network links are congested as per the requirements of the Bank. The <b>QoS parameters may change at most once</b> during the entire period of contract. This change in the QoS parameters shall have to be implemented by the TSP at no additional cost to the Bank. There shall be <b>3 classes of services, viz. “voice”, “critical” and “non-critical/others”</b>. The TSP shall ensure that <b>“critical” applications should have precedence over all other traffic</b> i.e. in case there is no traffic for Voice/Video class, the percentage of bandwidth allocated for “voice” traffic should be made available for critical applications. CoS/QoS breakup shall be as under:</p> <ol style="list-style-type: none"> <li>1. Voice/Video traffic - 25%</li> <li>2. Critical applications - 60%</li> <li>3. Other applications - 15%</li> </ol> <p>25. The Bank’s network currently is not <b>multicast</b> enabled. However, if during the contract period, if Bank requires to use multicast, the TSP shall <b>ensure multicast support</b> in their MPLS network (regardless of the multicast types such as dense mode, sparse mode etc.) at no additional cost to the Bank.</p> <p>26. The TSP shall obtain the confirmation from the LCON (Local Contact) provided for each country with regard to the FO address and permission before initiating the <b>site survey activity for link delivery and commissioning</b>.</p> <p>27. The TSP has to <b>carry out following tests</b> and handover the test report to the Bank or Bank’s NI. Once this test report is certified by the Bank or its authorized NI</p> |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

representative, the same would be considered as **successful commissioning certificate and link to be successfully commissioned**:

- a. Tests to establish that the link complies with network performance parameters as specified in the RFP.
- b. Tests to perform load testing in order to ascertain the bandwidth of the link. The TSP may suggest alternative methods of testing in consultation with the Bank/NI. However, its bank's decision to mandate specific test shall be binding on TSP.
- c. Any other test approved by Bank.

28. The TSP has to **use private IP addresses** and shall also ensure that the IP addresses used shall **not clash with Bank's IP** addresses that are already in use. The TSP shall ensure that the address space between two nonintersecting VPNs of an MPLS VPN service is entirely independent of each other. For instance:

- a. Any VPN must be able to use the same address space as any other VPN.
- b. Any VPN must be able to use the same address space as the MPLS core.
- c. Routing between any two VPNs must be independent.
- d. Routing between any VPN and the core must be independent.

29. The TSP shall **ensure logical separation/insulation between multiple customers meeting at the Provider Edge (PE)** network element. The TSP shall ensure that every PE router maintains a separate Virtual Routing and Forwarding instance (VRF) for each connected VPN i.e. each VRF on the PE router is populated with routes from one VPN.



|   |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | Third-Party Components                                                    | <p>1. The TSP must be in a position to <b>provide MPLS connectivity to 100% locations</b> of which at least <b>25% of the locations</b> (excluding DC/DR links) shall be provided connectivity <b>using the TSP's own MPLS PoP at the time of submitting the bid and during the contract period</b>. In case this minimum requirement is not being met at the time of issue of PO, The TSP shall have to ensure to meet this requirement within next <b>6 months</b> from the date of issue of LoI/PO. The TSP shall be required to have <b>back-to-back SLAs</b> with partner/last mile service provider, in case the MPLS PoP is not owned by the TSP.</p> <p>2. <b>At Bank's Data Centres</b> as specified in the RFP, the TSP shall provide <b>dual last miles from two different MPLS PoPs of the same service provider</b> as first preference or from two different service providers as second preference. The dual links may be terminated on same or different routers depending on the availability of the ports on the routers and as per the decision of the Bank. <b>At locations other than the Data Centres</b>, the TSP shall provide <b>single link that should be different from the service provider providing the primary link</b> at that location. In order to ensure the above setup, the last mile service providers for the existing primary links have been provided in Appendix-S so that the prospective bidders may provide different <b>last mile service providers at all specified locations as <u>part of technical bid submission</u></b> in the format specified in Annexure-T.</p> |
| 4 | Term of the Project – Project Schedule; Milestones and delivery locations | <p>The TSP should deliver the all the links within 60 days of issuance of PO/LOI.</p> <p><b>Delivery Locations:</b> Section B of Appendix-E( Banks foreign offices, Banks Data Centre at Navi Mumbai, Hyderabad, Chennai)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5 | Annual Maintenance (AMC) Term                                             | <p>Successful Bidder has to provide necessary maintenance of the network devices, cables, patch panel, racks etc. installed by TSP as and when required at no extra cost.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| 6                        | Integration / Migration Requirements with existing systems                                                                                                             | <p>1. The <b>TSP shall provide to the Bank its</b> detailing the steps that shall be taken for replacing the existing MPLS service providers (if applicable) for the links under the scope of this RFP. The TSP shall <b>provide update on the work-in-progress</b> with regard to the commissioning of each and every link post the issuance of PO/LOI <b>on a weekly basis</b> so that the Bank has clear visibility of the work being carried out. It should, inter-alia, contain at least the following details:</p> <p>a. Link address, proposed date of completion of commissioning, activities completed, dependency (if any), current status, reason of delay (if any)</p> <p><b>Note:</b> The exact details and the format shall be finalized mutually by the Bank and the TSP <b>transition/migration plan</b> with timelines for each location</p> |                    |                 |                |           |                    |            |               |            |                          |             |          |         |                                                                                                                                                                        |                                                     |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|----------------|-----------|--------------------|------------|---------------|------------|--------------------------|-------------|----------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 7                        | Help Desk Requirements                                                                                                                                                 | <p><b>24 * 7* 365 days per year, online support facility</b></p> <p>1.The TSP shall respond on the issues/complaints lodged by the Bank/NI as per the following <b>severity matrix</b>:</p> <table><tr><th>Technical Severity</th><th>Time to Respond</th></tr><tr><td>Level 1 (High)</td><td>5 minutes</td></tr><tr><td>Level 2 (Moderate)</td><td>10 minutes</td></tr><tr><td>Level 3 (Low)</td><td>15 minutes</td></tr></table> <table><tr><th>TECHNICAL SEVERITY LEVEL</th><th>DESCRIPTION</th><th>EXAMPLES</th></tr><tr><td>Level 1</td><td>Non-availability of network connectivity or latency of more than 25% at one or more locations as specified in Section 1.3 of Scope of Work of this RFP and all network</td><td>Isolation of a location on account of link failure.</td></tr></table>                                                         | Technical Severity | Time to Respond | Level 1 (High) | 5 minutes | Level 2 (Moderate) | 10 minutes | Level 3 (Low) | 15 minutes | TECHNICAL SEVERITY LEVEL | DESCRIPTION | EXAMPLES | Level 1 | Non-availability of network connectivity or latency of more than 25% at one or more locations as specified in Section 1.3 of Scope of Work of this RFP and all network | Isolation of a location on account of link failure. |
| Technical Severity       | Time to Respond                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                 |                |           |                    |            |               |            |                          |             |          |         |                                                                                                                                                                        |                                                     |
| Level 1 (High)           | 5 minutes                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                 |                |           |                    |            |               |            |                          |             |          |         |                                                                                                                                                                        |                                                     |
| Level 2 (Moderate)       | 10 minutes                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                 |                |           |                    |            |               |            |                          |             |          |         |                                                                                                                                                                        |                                                     |
| Level 3 (Low)            | 15 minutes                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                 |                |           |                    |            |               |            |                          |             |          |         |                                                                                                                                                                        |                                                     |
| TECHNICAL SEVERITY LEVEL | DESCRIPTION                                                                                                                                                            | EXAMPLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                 |                |           |                    |            |               |            |                          |             |          |         |                                                                                                                                                                        |                                                     |
| Level 1                  | Non-availability of network connectivity or latency of more than 25% at one or more locations as specified in Section 1.3 of Scope of Work of this RFP and all network | Isolation of a location on account of link failure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                 |                |           |                    |            |               |            |                          |             |          |         |                                                                                                                                                                        |                                                     |

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|  |         | issues pertaining to the Bank's DC.           |                                                                                                                                                                                                                      |
|  | Level 2 | Major performance degradation in the services | Breach in performance parameters (e.g. more than 10% latency, flapping of links, etc.) with significant impact on the functioning of one or more locations as specified in Section 1.3 of Scope of Work of this RFP. |
|  | Level 3 | Minor performance degradation in the services | Breach in performance parameters with no or minimal impact on the functioning of one or more locations as specified in Section 1.3 of Scope of Work of this RFP.                                                     |

2. The TSP shall have an **arrangement for lodging/registration of issues/complaints through various channels** such as web portal (ticketing tool), email, SMS, toll free number etc. with the designated officials of the TSP. Primarily, the Bank's Network Integrator shall lodge the issues/complaints on behalf of the Bank. A standard operating procedure (SOP) shall be shared with the Bank in this regard by the TSP which shall also contain, inter alia, escalation matrix up to Chief Operating officers in India operations and all other countries. The TSP **shall assign a unique number identifying the issue/complaint lodged by the Bank** irrespective of the mode used and also assign a severity level for each of the issue. The TSP shall provide well

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|  | <p>trained service support staff to effectively handle the queries/issues raised by the Bank.</p> <p>3. The TSP should <b>provide incident alerts and their updates</b> till their closure/resolution through email and SMS to Bank's officials and network integrator (NI). The email or SMS should be sent to specified group of users depending on the location of the affected site(s) as well as to the Central Monitoring Team (CMT) of the Bank/NI. The TSP shall <b>provide Reason for Outage (RFO)</b> report <b>within 12 hours</b> from the time of its occurrence. It shall be the responsibility of the TSP to provide <b>the detailed RCA (root cause analysis) report within 3 working days</b> from the date of incident as well as <b>Action Taken Report (ATR) and preventive actions</b> for the issue/incident reported, <b>within 3 working days</b> signed by Technical/Operations Manager from the time of its occurrence.</p> <p><b>Note:</b> Sample RCA report is provided in <b>Appendix-Q</b>.</p> <p>4. The TSP shall <b>ensure availability of adequate number of field engineers</b> (dedicated/non-dedicated) for handling any configuration/fault/repair etc. within the timelines stipulated in this RFP.</p> <p>5. The TSP shall notify well in advance (<b>not less than 07 working days</b>) to the Bank&amp; NI about any <b>scheduled/planned changes/maintenance activities</b> to be undertaken by the TSP that may affect the performance of the specified locations either directly or indirectly and arrangements shall be made to ensure connectivity at the bank. Such activities should be planned during off-peak hours of the bank's operating hours.</p> <p>6. In case the bank has any other activity planned which may be affected, then the TSP should reschedule their activity accordingly as per mutual agreement between bank/NI and TSP.</p> |
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|   |                                   | <p>7. The TSP shall also be responsible for the preparation of the <b>“Incident Management Process”</b> document in consultation with the Bank and Bank’s NI wherein the entire process/procedure shall be defined pertaining to various activities involved for raising and resolving any incident during the tenure of the contract. The TSP has to <b>take remedial/corrective/preventive actions proactively</b> in order to achieve the performance parameters (as specified in this RFP) associated with the links under the scope of this RFP.</p> <p>a) The expected time of resolution should be average <b>15</b> minutes per call.</p> <p>b) Escalation process should be in place for unresolved issues</p> <p>c) Bidder support staff should be well trained to effectively handle queries raised by the Bank’s NI / employees etc.</p> <p>d) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc</p> <p>e) Considering expected number of call request as 10/ day, the help desk should be manned with 5-7 of persons dedicated to work for the Bank available.</p> |
| 8 | MIS Report Generation requirement | <p>1. The TSP shall <b>build and provide</b> to the Bank and Bank’s Network Integrator <b>access to an online monitoring portal</b> where link status such as <b>link up or down, down since, reason for down, expected time for resolution (ETR), last mile service provider, circuit ID, incident number</b> etc. shall be available (also in graphical format).</p> <p>2. The portal should also provide downloadable SLA reports for each month for the entire duration of the contract. It should also have the <b>capability of generating reports</b> in different formats (including PDF) as required by the Bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

3. The portal shall also **display up-to-date contact details of the helpdesk and single point of contact** (name, designation, telephone numbers, Email ID) as well as the **escalation matrix**. This information shall be used by the Bank/NI to seek support, log complaints etc. This portal should be made **available within 30 days from the date of issuance of PO/Lol**.
4. The TSP shall provide **link-wise report of SLA performance** for all locations/links at monthly intervals as specified by the Bank in this document.
5. This report should include performance parameters including **bandwidth utilization, downtime/uptime information and also the reason for downtime/uptime, and resolution method**. Additionally, TSP shall provide the above mentioned reports through **email** to predefined list of recipients (to be shared by the Bank). This **report should be made available for a given month by 1<sup>st</sup> week of the next month**. The format of the report shall be finalized by the Bank (which may change during the contract period).

**Reporting requirements:**

6. All the reports mentioned below are illustrative and not exhaustive:  
The TSP shall provide documentation related to every activity (as per the scope of the RFP) like network design/expansion, layout plan and any changes made to, or deviations from design, equipment configuration, base line configuration etc.
7. List of reports and their frequency have been summarized in the table given below. The exact format of the reports,

their submission time etc. will be shared with the TSP after the issuance of PO:

| Sr. No.                               | Description                                                                                                                                        | Frequency               |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Incident Reports</b>               |                                                                                                                                                    |                         |
| 1                                     | Frequent Problem Analysis Report                                                                                                                   | Weekly & Monthly        |
| 2                                     | Links for which bandwidth utilization crosses the pre-defined threshold limit                                                                      | Weekly & Monthly        |
| 3                                     | Detailed Root Cause Analysis (RCA) report, corrective actions taken & preventive controls put in place for each and every incident (including ATR) | Within 3 working days   |
| 4                                     | Top 10 incidents/alerts                                                                                                                            | Weekly & Monthly        |
| <b>Network Performance/SLA Report</b> |                                                                                                                                                    |                         |
| 1                                     | Uptime / Downtime Report with reasons                                                                                                              | Daily, Weekly & Monthly |
| 2                                     | Networks Health Check report of all links                                                                                                          | Monthly                 |
| 3                                     | Jitters, availability, and Latency Report                                                                                                          | Monthly                 |
| 4                                     | MTBF Analysis Report                                                                                                                               | Monthly                 |
| 5                                     | MTTR Analysis Report.                                                                                                                              | Monthly                 |
| 6                                     | Location/Group wise Link up/down reports                                                                                                           | Monthly/Quarterly       |

|  |  |  |                          |                                                                      |                                       |
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|  |  |  | 7                        | Top 10 Link uptime report                                            | Monthly                               |
|  |  |  | 8                        | B/W (Inbound & Outbound) Utilization report for each individual link | Monthly                               |
|  |  |  | 9                        | Packet loss report                                                   | Monthly                               |
|  |  |  | 10                       | Utilization trend analysis and 1 year forecasting                    | Quarterly                             |
|  |  |  | <b>Change Management</b> |                                                                      |                                       |
|  |  |  | 1                        | Shifting of link                                                     | Monthly                               |
|  |  |  | 2                        | Surrendered link details with cost                                   | Monthly                               |
|  |  |  | 3                        | Status of all the links in pipeline for commissioning                | Monthly                               |
|  |  |  | 4                        | Status of all the pending links for commissioning                    | Monthly                               |
|  |  |  | 5                        | CR raised/implemented/pending/cancelled report                       | Monthly                               |
|  |  |  | <b>Service Desk</b>      |                                                                      |                                       |
|  |  |  | 1                        | Call Statistics.                                                     | Monthly / Quarterly                   |
|  |  |  | 2                        | Call history (location wise)                                         | Monthly / Quarterly                   |
|  |  |  | 3                        | Breached Call lists with reason                                      | Monthly / Quarterly                   |
|  |  |  | 4                        | Number of calls logged                                               | Monthly / Quarterly                   |
|  |  |  | 5                        | Escalation Report                                                    | Monthly / Quarterly                   |
|  |  |  | <b>Others</b>            |                                                                      |                                       |
|  |  |  | 1                        | Last mile Carrier/subcontract details                                | Monthly/As and when there is a change |



|    |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|    |                          | <p>8. The TSP shall make available the above mentioned reports through the online Portal 24x7x365 basis.</p> <p>9. The TSP shall provide the above mentioned reports pertaining to the previous month/quarter by the 7th of the succeeding month/quarter and every Monday for Weekly reports. In case of variation between the report(s) submitted by the TSP and NI, the same shall be reconciled by them. In the event of any deadlock in any such issues, the bank will use its own discretion to accept or reject the report submitted by the TSP.</p> <p>10. The selected TSP shall coordinate with Bank for finalizing the reporting structure as per Bank's requirements.</p> <p>11. Bidder is required mandatorily to <b><u>provide the information specified in Section C of Appendix-E</u></b> of this document, <b>along with their technical bids.</b></p> |
| 9  | Performance Requirements | <p>&gt;=99.99 % uptime for DC&amp; DR links</p> <p>&gt;=99.7 % uptime for individual links</p> <p>Please refer penalty-Appendix-J for more details</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10 | Scalability Requirements | <p><b><u>Quality Management:</u></b></p> <p>1. The TSP shall ensure network performance optimization (in terms of network latency, packet loss, jitters, bandwidth etc.) including enhancements in CoS/QoS as per the requirements of the Bank. By Optimization the Bank intends that the Bidder should perform network optimization to boost network efficiency without acquiring additional or expensive hardware or software at the customer premises (i.e. optimization to be achieved through configurational changes to the extent possible or as a part of TSP's infrastructure upgrade).</p> <p>2. The TSP shall perform various activities to maintain the quality of the services being provided to the Bank at its own cost. The quality management activities include:</p>                                                                                 |

|    |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|    |                                      | <ol style="list-style-type: none"> <li>Reduction in the effort required for incident management.</li> <li>Prediction of network problems based on the inputs/feedback being received from the Bank/NI with impact on different branches/offices.</li> <li>Building a system to tackle service outages in an effective and efficient manner.</li> <li>Identification of areas with frequent problems and formulate strategies to overcome the same.</li> <li>The Bank reserves the right to amend the above mentioned activities or include new activities at its discretion during the currency of the contract.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 11 | Regulatory / Compliance Requirements | <p><b><u>Audit Management and Compliance:</u></b></p> <ol style="list-style-type: none"> <li>The TSP shall <b>submit quarterly report on compliance</b> pertaining to the requirements as specified in the RFP and/or pointed out by the Bank's auditors during the contract period. Such compliance needs to be submitted to the Bank in the form of a report.</li> <li>The TSP must provide inputs/information as and when required and demanded by the Bank for various audit requirements such as Regulatory Audit by Indian and Foreign /local regulators, IS Audit, Network Security Review Audit, Management Audit etc.</li> <li>The TSP shall close all the vulnerabilities and implement/comply with all the recommendations submitted by such auditors/bank's security teams on receiving the instructions from the Bank.</li> <li>The Bank reserves the right to visit the facilities (NOC, DR-NOC, etc.) of the bidders as part of bid evaluation process. The bidder shall be required to share the address details of their NOCs as a part of the technical bids. Bank also reserves right to visit the facilities (NOC, DR-NOC, etc.) of the TSP at any time during the contract</li> </ol> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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|  |  | <p>period. At a minimum COO,NOC and SOC heads of the TSP should attend to such visit.</p> <p>5. The Bank reserves the right to disclose the details of services covered herein to Reserve Bank of India (RBI), Indian Banks Association (IBA), and other statutory body/regulatory authorities including those in India and at specified locations.</p> <p>6. The Bank reserves the right to inspect/test/audit the infrastructure, software and procedures being followed by the TSP for this engagement at any stage during the currency of the contract after providing a <b>minimum 7 days prior notice to the TSP</b>.</p> <p>7. The TSP, whenever required by the Bank, should furnish all relevant information, records/data to the Bank's appointed auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority at specified locations. The Bank reserves the right to call and/or retain any relevant material information / reports including audit or review reports and findings made on the TSP in conjunction with the services provided to the Bank. The TSP shall agree to allow the Reserve Bank of India, Regulators of locations or any other regulatory authorities in locations or persons authorized by them to access the documents, records of transactions, and other necessary information stored or processed by the TSP in respect of this RFP.</p> <p>8. The TSP should agree to preserve the documents and data including logs, incidents, alerts, programs, policies, SOPs, manuals etc. in respect of the services for such period that shall be in accordance with the legal/regulatory obligation of the Bank/Regulatory authorities both in India and at specified locations.</p> |
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|    |                       | <p>9. During the tenure of the contract, the TSP shall be required to submit the audited annual <b>financial statements along with all Appendix and schedules within 30 days of the same being published.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12 | Security Requirements | <p>1. The TSP should be in a position to <b>comply with various IT security practices adopted by the Bank</b> from time to time. Any additions/enhancements in the security practices/policies adopted by the Bank during the currency of the contract will have to be complied by the TSP at no extra cost to the Bank. For example, the TSP have to ensure that no known vulnerability exists in any of the protocols being used in their network infrastructure including any <b>Signaling System 7 (SS7) vulnerability</b>. Additionally, the TSP shall ensure regulatory and security compliance as prescribed by various regulatory authorities, both in India as well as in specified locations/countries. Also, the TSP shall comply with all the audit requirements as prescribed by the Bank from time to time. The TSP shall have to <b>facilitate the Bank appointed auditors</b> (internal or external) visit to their point of operations (including NOC) and also by providing the requested information/document/evidences/logs as required by them.</p> <p>2. TSP shall share compliance statement on quarterly basis stating that no vulnerability exist in their MPLS setup. The format has to be signed by CTO/CIO/same rank official).The format can be finalized with the bank by TSP.</p> <p>3. The TSP shall <b>comply with Bank's IS Security policy relevant to the scope of services</b> (work) provided to the Bank. The bank reserves the right to expand the scope of compliance by TSP at any point of time during the currency of the contract.</p> <p>4. The TSP shall <b>address all security concerns</b> and incorporate security processes such as securing their network elements against unauthorized access, misconfigurations of the core and internal attacks etc. The</p> |

|    |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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|    |                                                          | TSP shall ensure that at no stage during the currency of the contract period, none of the network security principles (including confidentiality, integrity, availability) of the Bank's traffic gets compromised. The TSP shall <b>ensure seamless IPsec traffic over MPLS network.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13 | Backup system / POC / test & training system / DR system | <ol style="list-style-type: none"> <li>1. The TSP shall have robust, resilient and redundant network architecture with built-in redundancy at various levels including at network component level, site level etc.</li> <li>2. The TSP shall provide all the necessary support for facilitating in carrying out <b>fail-over testing of the links</b> by the Bank's NI as per the schedule decided by the bank.</li> <li>3. The TSP shall provide their <b>Disaster Recovery (DR) and Business Continuity Plan (BCP)</b> specific to the Bank detailing as to how the MPLS connectivity and other allied services as specified in this document shall be provided to the Bank seamlessly even in event of a disaster in their MPLS network and/or their NOC. Additionally, the TSP shall provide extra <b>support and cooperation during the Bank's DR drills/ exercises.</b></li> <li>4. The TSP shall periodically (quarterly) conduct BCP/DR drill of their network and confirm the same to the bank.</li> </ol> |
| 14 | Training                                                 | Monitoring tools,<br>Dashboards, migration plan etc. as per bank's decision.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 15 | Payment schedule                                         | Described in Section-D of Appendix-E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## **Section-B**

### **LINKS & BANDWIDTH REQUIREMENTS**

| Sr No | Country    | Location Name      | Bandwidth | Address                                                                                                                                                 |
|-------|------------|--------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Australia  | Sydney Branch      | 3 Mbps    | Australia Square Level 31, Suite 02-264<br>George Street, Sydney NSW 2000                                                                               |
| 2     | Bahrain    | RBB Bahrain        | 4 Mbps    | State Bank of India, Retail Branch, Bahrain Building No. 701, Diplomat City Tower II, Road No. 1708. Diplomatic Area. Block - 317<br>Kingdom of Bahrain |
| 3     | Bahrain    | WBB Bahrain Branch | 4 Mbps    | 9th Floor GBCorp Tower, Bahrain Financial Harbour, P.O.Box 5466, Office No.901, Bldg 1411, Road 4626, Block 346, Manama Seafront, Manama, Bahrain       |
| 4     | Bangladesh | Country Office     | 5 Mbps    | State Bank of India, Country Office, Navana Pristine Pavilion, 12 th Level, 128 Gulshan Avenue 2, Dhaka 1212                                            |
| 5     | Belgium    | Antwerp Branch     | 4 Mbps    | Hoveniersstraat 29,2018 ANTWERP- BELGIUM                                                                                                                |
| 6     | Canada     | Mississauga Branch | 10 Mbps   | Suite 106, 77 City Centre Drive, Mississauga Canada L5B 1M5                                                                                             |

|    |           |                   |         |                                                                                                                                                        |
|----|-----------|-------------------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7  | China     | Shanghai BCP      | 2 Mbps  | Shanghai Technology Network Communication Co. Ltd, Building 2, 101 Changjiang west Road, Baoshan District, Shanghai- 200431. Peoples Republic of China |
| 8  | China     | Shanghai Branch   | 2 Mbps  | STATE BANK OF INDIA,<br>4201/4205/4206,K WAH CENTRE, 1010,HUAI HAI ZHONG LU, SHANGHAI- 200031,PEOPLES REPUBLIC OF CHINA                                |
| 9  | Germany   | Frankfurt Branch  | 8 Mbps  | State Bank of India, MainzerLandstrasse, 61, 60329, Frankfurt AM Main, P.O.Box 111753, D-60052 Frankfurt                                               |
| 10 | Hong Kong | Queensland Branch | 4 Mbps  | State Bank of India, 15th Floor, Central Tower, 28 Queen's Road Central, Hong Kong, P. B.No.: 10125                                                    |
| 11 | India     | Chennai (Primary) | 50 Mbps | State Bank of India Local Head Office Circle Top House - DRC, 3 rd Floor, No,16, College Road Nungambakkam Chennai - 600006                            |

|    |       |                                    |         |                                                                                                                                                               |
|----|-------|------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12 | India | Chennai (Secondary)                | 50 Mbps | State Bank of India<br>Local Head Office Circle<br>Top House - DRC, 3 rd<br>Floor, No,16, College<br>Road Nungambakkam<br>Chennai - 600006                    |
| 13 | India | Gachibowli<br>Hyderabad (Primary)  | 50 Mbps | State Bank of India<br>CMP Center,<br>Aishwaryam Building,<br>Survey No. 26 Opp.<br>Hyderabad University<br>Main Gate Gachibowli,<br>Hyderabad - 500029       |
| 14 | India | Gachibowli<br>Hyderabad(Secondary) | 50 Mbps | State Bank Of India<br>CMP Center,<br>Aishwaryam Building,<br>Survey No. 26 Opp.<br>Hyderabad University<br>Main Gate Gachibowli,<br>Hyderabad - 500029       |
| 15 | India | GITC Mumbai<br>(Primary)           | 50 Mbps | State Bank of India,<br>Global IT Centre, Opp.<br>UTI PAN Card Office,<br>Sector 11, CBD<br>Belapur, Navi Mumbai.<br>Pin-400614                               |
| 16 | India | GITC Mumbai<br>(Secondary)         | 50 Mbps | State Bank of India,<br>Global IT Centre, Opp.<br>UTI PAN Card Office,<br>Sector 11, CBD<br>Belapur, Navi Mumbai.<br>Pin-400614                               |
| 17 | India | Sify Rabale (Primary)              | 50 Mbps | State Bank of India<br>SIFY Technologies Pvt<br>Ltd Reliable Techspace<br>Plot No.847/1/2, TTC<br>Industrial Area 400701<br>MIDC Rabale<br>Maharashtra, India |



|    |          |                            |         |                                                                                                                                                                      |
|----|----------|----------------------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18 | India    | Sify Rabale<br>(Secondary) | 50 Mbps | State Bank of India<br>SIFY Technologies Pvt<br>Ltd Reliable Techspace<br>Plot No.847/1/2, TTC<br>Industrial Area 400701<br>MIDC Rabale<br>Maharashtra, India        |
| 19 | Israel   | Tel-aviv-israel Branch     | 2 Mbps  | State Bank of India, Tel<br>Aviv Branch, 3<br>Jabotinsky Street, Israel<br>Diamond Exchange,<br>Shimson P. B. No.: 163,<br>Ramat - Gan - 525 20,<br>Tel Aviv, Israel |
| 20 | Japan    | Osaka Branch               | 5 Mbps  | Nomura Fudosan Osaka<br>Bldg, 6th Floor, 8-15<br>Azuchimachi 1-chome,<br>Chuo-ku, Osaka 541-<br>0052                                                                 |
| 21 | Japan    | Tokyo Branch               | 10 Mbps | Tokyo Tatemono<br>Nihonbashi Building, 4th<br>Floor, 1-3-13,<br>Nihonbashi, Chuo-ku ,<br>Tokyo 103-0027, Japan                                                       |
| 22 | Maldives | Maamigili Branch           | 2 Mbps  | State Bank of India,<br>Lilymaa, A. Dh.<br>Maamigili, South Ari<br>Atoll, Republic of<br>Maldives                                                                    |
| 23 | Maldives | Maldives Branch            | 5 Mbps  | State Bank of India, H.<br>Sunleet,<br>BoduthakurufaanuMagu<br>, Male, Republic of<br>Maldives - 200 05                                                              |
| 24 | Maldives | SinooHithadoo<br>Branch    | 2 Mbps  | State Bank of India,<br>GhaazeeMagu,<br>SeenuHithadhoo, Addu<br>Atoll, Republic of<br>Maldives                                                                       |

|    |           |                     |        |                                                                                                                                                                                                                |
|----|-----------|---------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25 | Maldives  | Hulhumale Branch    | 2 Mbps | State Bank of India ,<br>Amin Avenue , Oak Unit<br>3 , Reethigas Magu ,<br>Hulhumale 23000                                                                                                                     |
| 26 | Mauritius | Ebene, Primary Site | 8 Mbps | SBI (Mauritius) Ltd,<br>Head Office 7th Floor,<br>SBI Tower Mindspace ,<br>45 Ebene Cybercity,<br>Mauritius 72201                                                                                              |
| 27 | Myanmar   | Yangon Branch       | 2Mbps  | State Bank of India, Suit<br>No. B# 01-03 B, Tower<br>B of the Union Financial<br>Centre (UFC), Corner of<br>Mahabandoola Road &<br>Thein Phyu Road, 45th<br>Street, Botataung<br>Township, Yangon,<br>Myanmar |
| 28 | Myanmar   | Yangon BCP          | 2 Mbps | G-107, PBS Service<br>Office(1), Ground Floor,<br>Building E, SOHO<br>Diamond Tower, Corner<br>of Pyay Road and Nar<br>Nat Taw Road, Kamayut<br>Township, Yangon-<br>11041                                     |
| 29 | Nepal     | Nepal DR Hub        | 4 Mbps | Nepal SBI Bank Ltd,<br>Butwal Branch, Traffic<br>chowk, Butwal, Dist:<br>Rupendehi, Nepal                                                                                                                      |
| 30 | Nepal     | Kathmandu (DC Hub)  | 8Mbps  | Nepal SBI Bank Limited,<br>Corporate Office<br>Kesharmahal,<br>Kathmandu                                                                                                                                       |

|    |              |                                            |         |                                                                                                                                                                                                             |
|----|--------------|--------------------------------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31 | Oman         | Oman Branch                                | 2 Mbps  | State bank of India ,<br>Salala House, CBD<br>Area, PC:112,<br>P.O.Box:264, Ruwi,<br>Sultanate of Oman                                                                                                      |
| 32 | Singapore    | Cecil Street                               | 10 Mbps | 80 Robinson Road ,<br>#27-00 - #28-00 ,<br>Singapore 068898<br>(Level 27 and Level 28)                                                                                                                      |
| 33 | Singapore    | Singapore<br>Headquarters-Marine<br>Parade | 10 Mbps | 'Block 83 Marine Parade<br>Central #01-564<br>Singapore 440083"                                                                                                                                             |
| 34 | South Africa | Durban Branch                              | 4 Mbps  | SHOP 34 ,2ND FLOOR<br>,THE ATRIUM MALL ,<br>430 PETER MOKABA<br>ROAD -OVERPORT<br>CITY 4000,DURBAN                                                                                                          |
| 35 | South Africa | Johannesburg<br>Branch                     | 8 Mbps  | State Bank of India, 3rd<br>Floor, The Mall Offices,<br>11 Cradock Avenue,<br>Rosebank, 2196,<br>Johannesburg, South<br>Africa, Postal Address:<br>P.O. Box 2538,<br>Saxonwold, 2132,<br>Johannesburg, S.A. |
| 36 | South Korea  | South Korea-Seoul<br>branch                | 2 Mbps  | 20th Floor, Kyobo<br>Building, 1, Jongno,<br>Jongnogu, Seoul - 031<br>54, South Korea                                                                                                                       |
| 37 | Sri Lanka    | Colombo Fort                               | 2 Mbps  | No.16, Sir Baron<br>JayatilakeMawatha<br>(P.O. Box 93), Colombo<br>01, Sri Lanka                                                                                                                            |
| 38 | Sri Lanka    | Colpetty Branch                            | 2 Mbps  | No.385, "Landmark<br>Building", Galle Road,<br>Colombo 03, Sri Lanka                                                                                                                                        |

|    |           |                              |         |                                                                                                                                                                                                  |
|----|-----------|------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 39 | Sri Lanka | Kandy Branch                 | 2 Mbps  | No.15, 15 - 1/1, Temple Street, Kandy, Sri Lanka                                                                                                                                                 |
| 40 | UAE       | Dubai BCP                    | 2 Mbps  | Office 110, Business Centre Building, Behind Mashreq Bank, Khalid Bin Waleed Road, Bur Dubai - Dubai                                                                                             |
| 41 | UAE       | Dubai Branch                 | 4 Mbps  | State Bank of India, DIFC Branch, P.O. Box No. 482033, Level 7, Office No. 709 & 710, The Gate Precinct Building No. 3, Dubai International Financial Centre (DIFC), Dubai, United Arab Emirates |
| 42 | UK        | Birmingham Branch            | 10 Mbps | State Bank of India, 118 Soho Road, Handsworth, Birmingham B21 9DP                                                                                                                               |
| 43 | UK        | Bishopsgate Branch           | 10 Mbps | State Bank of India, 5th Floor, Hasilwood House, 60 Bishopsgate, London EC2N 4AW                                                                                                                 |
| 44 | UK        | Coventry Branch              | 10 Mbps | State Bank of India, 35 Smithford Way, Coventry CV1 1FY                                                                                                                                          |
| 45 | UK        | Eastham Branch               | 10 Mbps | State Bank of India, 149-153 High Street, North East Ham, London E6 1HZ                                                                                                                          |
| 46 | UK        | Golders green Branch (local) | 10 Mbps | 630-632, Finchley Road, Golders Green, London. NW11 7RR                                                                                                                                          |
| 47 | UK        | Harrow Branch (local)        | 10 Mbps | State Bank of India, Unit 01, 1-9 St. Ann's Road, Harrow (Middlesex) HA1 1AP                                                                                                                     |

|    |     |                                    |         |                                                                                               |
|----|-----|------------------------------------|---------|-----------------------------------------------------------------------------------------------|
| 48 | UK  | Hounslow Branch                    | 10 Mbps | State Bank of India, 196 High Street, Hounslow TW3 1HL                                        |
| 49 | UK  | Hygeia House(international)        | 25 Mbps | State Bank of India, Hygeia House (3rd Floor), 66 College Road Harrow (Middlesex) HA1 1BE     |
| 50 | UK  | Hygeia House(local)                | 20 Mbps | State Bank of India, Hygeia House (3rd Floor), 66 College Road Harrow (Middlesex) HA1 1BE     |
| 51 | UK  | Ilford Branch                      | 10 Mbps | State Bank of India, Unit 1, 172-174 High Road, Ilford (Essex) IG1 1LL                        |
| 52 | UK  | Leicester Branch                   | 10 Mbps | State Bank of India, 25 Horsefair Street, Leicester LE1 5BP                                   |
| 53 | UK  | London main Branch (international) | 25 Mbps | State Bank of India, 15-17 King Street, London EC2V 8EA                                       |
| 54 | UK  | London main Branch (local)         | 20 Mbps | State Bank of India, 15-17 King Street, London EC2V 8EA                                       |
| 55 | UK  | Manchester Branch                  | 10 Mbps | State Bank of India, Charlton House, 18 Albert Square, Manchester M25 PE                      |
| 56 | UK  | Southall Branch                    | 10 Mbps | State Bank of India, 33 High Street, Southall (Middlesex) London UB1 3HA                      |
| 57 | UK  | Wolverhampton Branch               | 10 Mbps | State Bank of India, 39 Queen Square, Wolverhampton WV1 1 TL                                  |
| 58 | USA | Chicago Branch                     | 10 Mbps | State Bank of India, 19 South La Salle Street, Suite # 200, Chicago, Illinois 60603-1467 USA. |

|    |     |                         |         |                                                                                                                 |
|----|-----|-------------------------|---------|-----------------------------------------------------------------------------------------------------------------|
| 59 | USA | Losangels Agency Branch | 2 Mbps  | State Bank of India, Los Angeles Agency, 707 Wilshire Blvd., Suite # 3900, Los Angeles, California, 900 17, USA |
| 60 | USA | New York BCP            | 10 Mbps | IBM BRCS, 300 Long Meadow Road, Sterling Forest, NY 10979, United States                                        |
| 61 | USA | New York Branch         | 20 Mbps | State Bank of India, 460 Park Avenue, New York, NY 10022, U.S.A                                                 |

**\*Final list of locations to be given for delivery might be lesser than the one mentioned in the above table.**

### **SECTION-C**

#### **SUPPLEMENTARY DETAILS REQUIRED FROM BIDDERS** **(TO BE SUBMITTED ALONG WITH TECHNICAL BIDS)**

| S.No. | Scope       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Response |
|-------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1.    | Feasibility | <ol style="list-style-type: none"> <li>1. The process of feasibility for a given location.</li> <li>2. Please highlight what parameters are tested while conducting the feasibility.</li> <li>3. The role of NOC in conducting the feasibility.</li> <li>4. How TSP calculates the maximum bandwidth that can be given on a media at a particular location.</li> </ol>                                                                                                       |          |
| 2.    | PoP         | <ol style="list-style-type: none"> <li>1. Locations (out of 61), where the links will be provided using TSPs own MPLS PoPs. Please name the location(s).</li> <li>2. Process for setting up a new MPLS PoP for expanding the coverage of MPLS network.</li> <li>3. Details of when and where the last MPLS PoP was opened.</li> <li>4. Availability of access of all MPLS PoPs through TSP's NOC.</li> <li>5. In case for a given location, connectivity has been</li> </ol> |          |

|    |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|----|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    |               | <p>provided using TSP's partner's PoP, how the same is monitored through TSP's NOC.</p> <p>6. If in case the same cannot be monitored, how pro-active monitoring of the location can be achieved.</p> <p>7. The number of Extended/Virtual PoPs of the TSP.</p> <p>8. Number of branches/offices of TSP's existing clients have been provided MPLS connectivity using TSP's MPLS PoPs across the globe.</p> <p>9. Can those be seen through TSP's NOC. Please provide details of how many of them are outside India.</p> <p>10. Name and details of branches/offices of TSP's client belonging to BFSI segment.</p> <p>11. The number of MPLS PoPs are owned by TSPs are available in each country specified in Appendix-E Section A. Please mention.</p> |  |
| 3. | Reports/Tools | <p>1. Details of network performance reports provided to existing</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |



|    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|----|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    |                  | <p>customers. Samples to be provided.</p> <p>2. Name of the tools that are used to monitor the links.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 4. | NOC              | <p>1. Location of primary and secondary NOC (in the context of this RFP).</p> <p>2. The role of DR NOC Under normal circumstances.</p> <p>3. Frequency of conduct of DR drills w.r.t. NOC availability.</p> <p>4. Details of limitations (in terms of NOC infrastructure, no. of technical persons, bandwidth etc.) in DR NOC as compared to TSP's primary NOC.</p> <p>5. The details of how TSP's DR and DC NOCs are connected.</p> <p>6. Number of L1, L2 &amp; L3 engineers in DC and DR NOC respectively to be engaged under this RFP (they need not be dedicated).</p> |  |
| 5. | Link Performance | <p>1. The parameters that are used to measure the link/network performance.</p> <p>2. Process of measurement of latency between two ends and the polling interval.</p> <p>3. Kind of issues TSP face (link down, network congestion etc.)</p>                                                                                                                                                                                                                                                                                                                               |  |

|    |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|----|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    |                   | <p>4. Details of the top 3 issues that are dealt with on daily basis by TSP's NOC.</p> <p>5. Whether the MPLS network owned by TSP is 100% IPv6 compliant. If not, how will TSP ensure transportation of IPv6 traffic between Bank's branches and DCs.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 6. | Incident/Helpdesk | <p>1. Details on how troubleshooting is performed (how does TSP come to know about the problem, sequence of steps executed, recording resolutions, informing customers about the closure of the issues etc.)</p> <p>2. Who is responsible for the overall supervision of the troubleshooting processes and how the same is ensured.</p> <p>3. Number of persons in TSP's helpdesk team (who will be considered under this RFP).</p> <p>4. Communication channels (for reporting the issues and disseminating update information).</p> <p>5. Are the SMS alerts automatic or manual?</p> <p>6. Details of any central repository of the incidents dealt with for a given customer.</p> <p>7. In what format is it stored?</p> |  |

|  |  |                                                  |  |
|--|--|--------------------------------------------------|--|
|  |  | 8. Do customers have access to such information? |  |
|--|--|--------------------------------------------------|--|

**Note:** Please provide supporting documents wherever applicable.

## SECTION-D

### PAYMENT TERMS

Payment will be made strictly in accordance with the following schedule by the Network & Communications Department, GITC / respective Foreign Offices of SBI:

1. Payment for DC and DR connectivity in India and for Foreign Offices will be in INR.
2. Payment will be made by the Bank quarterly in arrears subject to deduction of SLA penalties, TDS, Withholding Tax etc. The quarter will mean calendar quarter(s). However, for the first quarter, the payment shall be from the date of commissioning of links to the end of that quarter.
3. The Bank shall only pay the quarterly charges and no additional cost shall be paid to the TSP including the cost incurred by the TSP for the maintenance of their equipment/devices; configuration, repairs to the equipment/replacements (even when the factors are beyond the control of the vendor), Out of Pocket expenses etc.
4. The Bank shall pay only the fixed recurring cost and one-time shifting charges (only in case bank decides to shift premises during the tenure of the contract) for the commissioned links.
5. The bandwidth upgrade/new link/shifting shall be done as per details mentioned in Section-A.
6. Invoices shall be raised in the name of respective Foreign Offices and to be submitted at Networking & Communication department which will be forwarded to respective FOs for making the payments. However, for DC and DR links in India, the payment shall be made by Networking & Communication department, GITC, CBD Belapur, Navi Mumbai.
7. No request will be entertained by the **Bank** for the release of ad-hoc payments of any nature.
8. If the law requires the Bank to withholding/retention taxes from payments to the TSP, the Bank will deduct and pay withholding/retention taxes to the appropriate taxing authority.
9. The Bank may issue a consolidated PO or individual POs for the provisioning of the links.
10. The TSP has to provide necessary Bank details (e.g. account number, Bank name etc.) for each link or geographical region for transfer of payment against the invoices raised.
11. The invoices submitted should include enclosures like tax breakup, circuit and location details, uptime reports etc.

12. The contract, however, may be revisited at an appropriate time from the start of third year so as to arrive at a decision for continuation of the service or otherwise after third year. The Bank may renew terms, conditions and SLAs for extended period (if any) as per the terms and conditions and model SLAs that may be relevant at that particular time. The pricing for the extended period will be subject to negotiation between the Bank and the service provider.

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

The indicative Price Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification—“**Indicative Price Bid for Procurement of Secondary Links MPLS Service for Bank’s Foreign Offices/Branches & DCs in India**”.

The TSP shall provide the breakup of the cost for the all the links as per the below given template, and it shall be submitted as a part of the indicative commercial bid.

Post reverse auction, the TSP shall provide the revised prices in the same template. All the amount to be quoted in INR.

**Name of the Bidder:**

| <b>Sr No</b> | <b>Country</b> | <b>Location Name</b> | <b>Bandwidth</b> | <b>Monthly Recurring Charge s (=A)</b> | <b>Total Cost (A x 36 = B)</b> | <b>Proportion to Total Cost (in percentage)#</b> |
|--------------|----------------|----------------------|------------------|----------------------------------------|--------------------------------|--------------------------------------------------|
| 1            | Australia      | Sydney Branch        | 3 Mbps           |                                        |                                |                                                  |
| 2            | Bahrain        | RBB Bahrain          | 4 Mbps           |                                        |                                |                                                  |
| 3            | Bahrain        | WBB Bahrain Branch   | 4 Mbps           |                                        |                                |                                                  |
| 4            | Bangladesh     | Country Office       | 5 Mbps           |                                        |                                |                                                  |
| 5            | Belgium        | Antwerp Branch       | 4 Mbps           |                                        |                                |                                                  |
| 6            | Canada         | Mississauga Branch   | 10 Mbps          |                                        |                                |                                                  |
| 7            | China          | Shanghai BCP         | 2 Mbps           |                                        |                                |                                                  |
| 8            | China          | Shanghai Branch      | 2 Mbps           |                                        |                                |                                                  |
| 9            | Germany        | Frankfurt Branch     | 8 Mbps           |                                        |                                |                                                  |
| 10           | Hong Kong      | Queensland Branch    | 4 Mbps           |                                        |                                |                                                  |
| 11           | India          | Chennai (Primary)    | 50 Mbps          |                                        |                                |                                                  |
| 12           | India          | Chennai (Secondary)  | 50 Mbps          |                                        |                                |                                                  |

|    |                 |                                             |         |  |  |  |
|----|-----------------|---------------------------------------------|---------|--|--|--|
| 13 | India           | Gachibowli<br>Hyderabad<br>(Primary)        | 50 Mbps |  |  |  |
| 14 | India           | Gachibowli<br>Hyderabad(Secon<br>dary)      | 50 Mbps |  |  |  |
| 15 | India           | GITC Mumbai<br>(Primary)                    | 50 Mbps |  |  |  |
| 16 | India           | GITC Mumbai<br>(Secondary)                  | 50 Mbps |  |  |  |
| 17 | India           | Sify Rabale<br>(Primary)                    | 50 Mbps |  |  |  |
| 18 | India           | Sify Rabale<br>(Secondary)                  | 50 Mbps |  |  |  |
| 19 | Israel          | Tel-aviv-israel<br>Branch                   | 2 Mbps  |  |  |  |
| 20 | Japan           | Osaka Branch                                | 5 Mbps  |  |  |  |
| 21 | Japan           | Tokyo Branch                                | 10 Mbps |  |  |  |
| 22 | Maldives        | Maamigili Branch                            | 2 Mbps  |  |  |  |
| 23 | Maldives        | Maldives Branch                             | 5 Mbps  |  |  |  |
| 24 | Maldives        | SinooHithadoo<br>Branch                     | 2 Mbps  |  |  |  |
| 25 | Maldives        | Hulhumale Branch                            | 2 Mbps  |  |  |  |
| 26 | Mauritius       | Ebene, Primary<br>Site                      | 8 Mbps  |  |  |  |
| 27 | Myanmar         | Yangon Branch                               | 2Mbps   |  |  |  |
| 28 | Myanmar         | Yangon BCP                                  | 2 Mbps  |  |  |  |
| 29 | Nepal           | Nepal DR Hub                                | 4 Mbps  |  |  |  |
| 30 | Nepal           | Kathmandu (DC<br>Hub)                       | 8Mbps   |  |  |  |
| 31 | Oman            | Oman Branch                                 | 2 Mbps  |  |  |  |
| 32 | Singapor<br>e   | Cecil Street                                | 10 Mbps |  |  |  |
| 33 | Singapor<br>e   | Singapore<br>Headquarters-<br>Marine Parade | 10 Mbps |  |  |  |
| 34 | South<br>Africa | Durban Branch                               | 4 Mbps  |  |  |  |
| 35 | South<br>Africa | Johannesburg<br>Branch                      | 8 Mbps  |  |  |  |
| 36 | South<br>Korea  | South Korea-Seoul<br>branch                 | 2 Mbps  |  |  |  |
| 37 | Sri Lanka       | Colombo Fort                                | 2 Mbps  |  |  |  |
| 38 | Sri Lanka       | Colpetty Branch                             | 2 Mbps  |  |  |  |
| 39 | Sri Lanka       | Kandy Branch                                | 2 Mbps  |  |  |  |

|    |     |                                    |         |  |  |  |
|----|-----|------------------------------------|---------|--|--|--|
| 40 | UAE | Dubai BCP                          | 2 Mbps  |  |  |  |
| 41 | UAE | Dubai Branch                       | 4 Mbps  |  |  |  |
| 42 | UK  | Birmingham Branch                  | 10 Mbps |  |  |  |
| 43 | UK  | Bishopsgate Branch                 | 10 Mbps |  |  |  |
| 44 | UK  | Coventry Branch                    | 10 Mbps |  |  |  |
| 45 | UK  | Eastham Branch                     | 10 Mbps |  |  |  |
| 46 | UK  | Golders green Branch (local)       | 10 Mbps |  |  |  |
| 47 | UK  | Harrow Branch (local)              | 10 Mbps |  |  |  |
| 48 | UK  | Hounslow Branch                    | 10 Mbps |  |  |  |
| 49 | UK  | Hygeia House(international)        | 25 Mbps |  |  |  |
| 50 | UK  | Hygeia House(local)                | 20 Mbps |  |  |  |
| 51 | UK  | Ilford Branch                      | 10 Mbps |  |  |  |
| 52 | UK  | Leicester Branch                   | 10 Mbps |  |  |  |
| 53 | UK  | London main Branch (international) | 25 Mbps |  |  |  |
| 54 | UK  | London main Branch (local)         | 20 Mbps |  |  |  |
| 55 | UK  | Manchester Branch                  | 10 Mbps |  |  |  |
| 56 | UK  | Southall Branch                    | 10 Mbps |  |  |  |
| 57 | UK  | Wolverhampton Branch               | 10 Mbps |  |  |  |
| 58 | USA | Chicago Branch                     | 10 Mbps |  |  |  |
| 59 | USA | Losangels Agency Branch            | 2 Mbps  |  |  |  |
| 60 | USA | New York BCP                       | 10 Mbps |  |  |  |
| 61 | USA | New York Branch                    | 20 Mbps |  |  |  |

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

\* The taxes (if any) included should be specified explicitly in the same Appendix.



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

### Breakup of Taxes and Duties

| Sr No | Country    | Location Name                   | Bandwidth | TAX 1 | TAX 2 | ----- |
|-------|------------|---------------------------------|-----------|-------|-------|-------|
| 1     | Australia  | Sydney Branch                   | 3 Mbps    |       |       |       |
| 2     | Bahrain    | RBB Bahrain                     | 4 Mbps    |       |       |       |
| 3     | Bahrain    | WBB Bahrain Branch              | 4 Mbps    |       |       |       |
| 4     | Bangladesh | Country Office                  | 5 Mbps    |       |       |       |
| 5     | Belgium    | Antwerp Branch                  | 4 Mbps    |       |       |       |
| 6     | Canada     | Mississauga Branch              | 10 Mbps   |       |       |       |
| 7     | China      | Shanghai BCP                    | 2 Mbps    |       |       |       |
| 8     | China      | Shanghai Branch                 | 2 Mbps    |       |       |       |
| 9     | Germany    | Frankfurt Branch                | 8 Mbps    |       |       |       |
| 10    | Hong Kong  | Queensland Branch               | 4 Mbps    |       |       |       |
| 11    | India      | Chennai (Primary)               | 50 Mbps   |       |       |       |
| 12    | India      | Chennai (Secondary)             | 50 Mbps   |       |       |       |
| 13    | India      | Gachibowli Hyderabad (Primary)  | 50 Mbps   |       |       |       |
| 14    | India      | Gachibowli Hyderabad(Secondary) | 50 Mbps   |       |       |       |
| 15    | India      | GITC Mumbai (Primary)           | 50 Mbps   |       |       |       |
| 16    | India      | GITC Mumbai (Secondary)         | 50 Mbps   |       |       |       |
| 17    | India      | Sify Rabale (Primary)           | 50 Mbps   |       |       |       |
| 18    | India      | Sify Rabale (Secondary)         | 50 Mbps   |       |       |       |
| 19    | Israel     | Tel-aviv-israel Branch          | 2 Mbps    |       |       |       |
| 20    | Japan      | Osaka Branch                    | 5 Mbps    |       |       |       |
| 21    | Japan      | Tokyo Branch                    | 10 Mbps   |       |       |       |
| 22    | Maldives   | Maamigili Branch                | 2 Mbps    |       |       |       |
| 23    | Maldives   | Maldives Branch                 | 5 Mbps    |       |       |       |
| 24    | Maldives   | SinooHithadoo Branch            | 2 Mbps    |       |       |       |
| 25    | Maldives   | Hulhumale Branch                | 2 Mbps    |       |       |       |
| 26    | Mauritius  | Ebene, Primary Site             | 8 Mbps    |       |       |       |
| 27    | Myanmar    | Yangon Branch                   | 2Mbps     |       |       |       |
| 28    | Myanmar    | Yangon BCP                      | 2 Mbps    |       |       |       |
| 29    | Nepal      | Nepal DR Hub                    | 4 Mbps    |       |       |       |

|    |              |                                          |         |  |  |  |
|----|--------------|------------------------------------------|---------|--|--|--|
| 30 | Nepal        | Kathmandu (DC Hub)                       | 8Mbps   |  |  |  |
| 31 | Oman         | Oman Branch                              | 2 Mbps  |  |  |  |
| 32 | Singapore    | Cecil Street                             | 10 Mbps |  |  |  |
| 33 | Singapore    | Singapore Headquarters-<br>Marine Parade | 10 Mbps |  |  |  |
| 34 | South Africa | Durban Branch                            | 4 Mbps  |  |  |  |
| 35 | South Africa | Johannesburg Branch                      | 8 Mbps  |  |  |  |
| 36 | South Korea  | South Korea-Seoul<br>branch              | 2 Mbps  |  |  |  |
| 37 | Sri Lanka    | Colombo Fort                             | 2 Mbps  |  |  |  |
| 38 | Sri Lanka    | Colpetty Branch                          | 2 Mbps  |  |  |  |
| 39 | Sri Lanka    | Kandy Branch                             | 2 Mbps  |  |  |  |
| 40 | UAE          | Dubai BCP                                | 2 Mbps  |  |  |  |
| 41 | UAE          | Dubai Branch                             | 4 Mbps  |  |  |  |
| 42 | UK           | Birmingham Branch                        | 10 Mbps |  |  |  |
| 43 | UK           | Bishopsgate Branch                       | 10 Mbps |  |  |  |
| 44 | UK           | Coventry Branch                          | 10 Mbps |  |  |  |
| 45 | UK           | Eastham Branch                           | 10 Mbps |  |  |  |
| 46 | UK           | Golders green Branch<br>(local)          | 10 Mbps |  |  |  |
| 47 | UK           | Harrow Branch (local)                    | 10 Mbps |  |  |  |
| 48 | UK           | Hounslow Branch                          | 10 Mbps |  |  |  |
| 49 | UK           | Hygeia<br>House(international)           | 25 Mbps |  |  |  |
| 50 | UK           | Hygeia House(local)                      | 20 Mbps |  |  |  |
| 51 | UK           | Ilford Branch                            | 10 Mbps |  |  |  |
| 52 | UK           | Leicester Branch                         | 10 Mbps |  |  |  |
| 53 | UK           | London main Branch<br>(international)    | 25 Mbps |  |  |  |
| 54 | UK           | London main Branch<br>(local)            | 20 Mbps |  |  |  |
| 55 | UK           | Manchester Branch                        | 10 Mbps |  |  |  |
| 56 | UK           | Southall Branch                          | 10 Mbps |  |  |  |
| 57 | UK           | Wolverhampton Branch                     | 10 Mbps |  |  |  |
| 58 | USA          | Chicago Branch                           | 10 Mbps |  |  |  |
| 59 | USA          | Losangels Agency Branch                  | 2 Mbps  |  |  |  |
| 60 | USA          | New York BCP                             | 10 Mbps |  |  |  |
| 61 | USA          | New York Branch                          | 20 Mbps |  |  |  |

**Name & Signature of authorized signatory**

**Seal of Company**

**Appendix–G**

**Certificate of Local Content**

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

Date:

To,  
**Deputy General Manager (NW&C),  
Networking & Communication Dept,  
State Bank of India, Global IT Centre,  
First Floor - D Wing,  
Sector 11, CBD Belapur,  
Navi Mumbai 400614**

Dear Sir,

**Ref.: RFP No. : SBI/GITC/NW&C/2021-22/769 dated: 28/05/2021**

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

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

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

**Counter-signed:**

**Bidder**

**OEM**

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

**OR**

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

Date:

To,  
**Deputy General Manager (NW&C),  
Networking & Communication Dept,  
State Bank of India, Global IT Centre,  
First Floor - D Wing,  
Sector 11, CBD Belapur,  
Navi Mumbai 400614**

Dear Sir,

**Ref.: RFP No. : SBI/GITC/NW&C/2021-22/ dated: 28/05/2021**

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

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

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

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

**Signature of authorised official**

**Name:**

**Company seal:**

**Appendix-H**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
**Deputy General Manager (NW&C),  
Networking & Communication Dept,  
State Bank of India, Global IT Centre,  
First Floor - D Wing,  
Sector 11, CBD Belapur,  
Navi Mumbai 400614**

**EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE  
RFP NO. SBI/GITC/NW&C/2021-22/769 dated: 28/05/2021**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide \_\_\_\_\_(name of Service) as are set out in the Request for Proposal SBI/GITC/NW&C/2021-22/769 dated: 28/05/2021

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

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

**4. NOW THIS GUARANTEE WITNESSETH THAT**

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

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

this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

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

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

**Appendix-I**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF MPLS LINKS**

Date:

M/s.-----

-----

Sub: Certificate of commissioning of MPLS Links

1. This is to certify that the MPLS Services as detailed below has/have been successfully installed and commissioned (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

a) Bid No. .\_\_\_\_\_ dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

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

d) Date of commissioning \_\_\_\_\_

e) Date of acceptance test \_\_\_\_\_

2. Details of specifications of MPLS Services not yet commissioned and recoveries to be made on that account:

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

3. The acceptance test has been done to our entire satisfaction.

4. The Vendor has fulfilled his contractual obligations satisfactorily\*

or

The Vendor has failed to fulfill his contractual obligations with regard to the following:



(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Services is given under Para No. 2.
6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

\_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in providing the required services.
- (b) The Vendor has commissioned the MPLS Links in time i.e., within the period specified in the contract from the date of intimation by the Bank.
- (c) Training of personnel has been done by the Vendor as specified in the Contract

**Penalties**

1. The Bank shall decide if the reasons for downtime/breach are attributable to the TSP or not. No penalty will, however, be levied in case the reasons for the downtime/breach is not attributable to the TSP. Invoking Bank Guarantees will recover the amount of penalty from the TSP from payments due to them and/or.

1.1 Penalty for delay in commissioning/shifting/bandwidth-upgrade of MPLS link(s):

1.1.1 Delay in commissioning of links at **individual** office/branches within **60 days from the date of issue of LoI/PO**:

|                                                                                               |                                                                                                   |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Every week (or part thereof) of delay till next 2 weeks per link                              | 1.0 % of Annual Order Value of the <b>affected site</b> per week (or part thereof) of delay = A   |
| Every week (or part thereof) of delay till next 4 weeks per link (beyond the initial 2 weeks) | A +1.5 % of Annual Order Value of the <b>affected site</b> per week (or part thereof) of delay= B |
| Every week (or part thereof) of delay beyond initial 6 weeks                                  | B + 3.0 % of Annual Order Value of the <b>affected site</b> per week (or part thereof) of delay   |

1.1.2 Delay in commissioning of links at **DCs in India** within **60 days from the date of issue of LoI/PO**:

|                                                                                              |                                                                                              |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Every week (or part thereof) of delay till next 2 weeks per link                             | 1.0 % of Annual Order Value of the <b>contract</b> per week (or part thereof) of delay = A   |
| Every week (or part thereof) of delay till next 4 weeks per link(beyond the initial 2 weeks) | A +1.5 % of Annual Order Value of the <b>contract</b> per week (or part thereof) of delay= B |

Every week (or part thereof) of  
delay beyond initial 6 weeks

B + 3.0 % of Annual Order  
Value of the **contract** per  
week (or part thereof) of  
delay

1.1.3 Delay in shifting of link within **15 days from the date of receiving the request** from the Bank:

|                                                                                                    |                                                                                                            |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Every week (or part thereof) of<br>delay till next 2 weeks per link                                | 1.0 % of Annual Order<br>Value of the <b>affected site</b><br>per week (or part thereof) of<br>delay = A   |
| Every week (or part thereof) of<br>delay till next 4 weeks per<br>link(beyond the initial 2 weeks) | A +1.5 % of Annual Order<br>Value of the <b>affected site</b><br>per week (or part thereof) of<br>delay= B |
| Every week (or part thereof) of<br>delay beyond initial 6 weeks                                    | B + 3.0 % of Annual Order<br>Value of the <b>affected site</b><br>per week (or part thereof) of<br>delay   |

1.1.4 Delay in **upgrade of link bandwidth** as and when required by the Bank  
**within 21 days** from the date of receipt of the request from the Bank:

|                                                                                                       |                                                                                                            |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Every week (or part thereof)<br>of delay till next 2 weeks per<br>link                                | 1.0 % of Annual Order<br>Value of the <b>affected site</b><br>per week (or part thereof)<br>of delay = A   |
| Every week (or part thereof)<br>of delay till next 4 weeks per<br>link(beyond the initial 2<br>weeks) | A +1.5 % of Annual Order<br>Value of the <b>affected site</b><br>per week (or part thereof)<br>of delay= B |
| Every week (or part thereof)<br>of delay beyond initial 6<br>weeks                                    | B + 3.0 % of Annual Order<br>Value of the <b>affected site</b><br>per week (or part thereof)<br>of delay   |

## 1.2. Monthly/daily downtime penalty:

### 1.2.1. For DC & DR Links (monthly):

| Monthly uptime of individual links | Penalty (% of the monthly bandwidth charges for the link)                                                                                                                                                                                                                                                  |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| >= 99.99 % or above                | Nil                                                                                                                                                                                                                                                                                                        |
| >= 98.00 % to < 99.99 %            | 10                                                                                                                                                                                                                                                                                                         |
| >= 97.00 % to < 98.00 %            | 25                                                                                                                                                                                                                                                                                                         |
| >= 96.00 % to < 97.00 %            | 50                                                                                                                                                                                                                                                                                                         |
| >= 95.00 % to < 96.00 %            | 75                                                                                                                                                                                                                                                                                                         |
| < 95.00 %                          | 100 and Bank reserves the right to surrender the link with one month's service improvement notice once in a calendar year, with no obligation of the Bank provided the uptime is not below 80%. However, if the uptime goes below 80%, the Bank can surrender the link without serving any further notice. |

### 1.2.2. Monthly uptime of the individual links (penalty % of the monthly bandwidth charges for the link)

| Monthly uptime of individual links | Penalty (% of the monthly bandwidth charges for the link) |
|------------------------------------|-----------------------------------------------------------|
| >= 99.7 % or above                 | Nil                                                       |
| >= 98.00 % to < 99.7 %             | 10                                                        |
| >= 97.00 % to < 98.00 %            | 25                                                        |
| >= 96.00 % to < 97.00 %            | 50                                                        |
| >= 95.00 % to < 96.00 %            | 75                                                        |

|           |                                                                                                                                                                                                                                                                                                                    |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| < 95.00 % | <b>100 (and Bank reserves the right to surrender the link with one month's service improvement notice once in a calendar year, with no obligation of the Bank provided the Uptime is not below 80%. However, if the uptime goes below 80%, the Bank can surrender the link without serving any further notice.</b> |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1.2.3. For DC/DR/FO links (daily):

In the situations where the data is flowing through the primary links and when the downtime of the link(s) is more than 10 minutes for DC/ DR site, and more than 30 minutes in case of FO office/branches in a day, the TSP will be liable for a penalty of 1% of quarterly rental per day for each site.

Note: The monthly uptime mentioned above and daily down are independent of each other and not inclusive.

The monthly uptime shall be calculated using the formula given here under:

Uptime (%):

$$\frac{(\text{Total peak hours in the given month} - \text{Total downtime in the month})}{\text{Total peak hours in the given month}} \times 100$$

Peak hours=8 AM to 8 PM **local time** of each country (12 hours)

For example: Total peak hours during month of September = 12 \* number of days in the month = 12 \* 30

Note:

- i. The location is said to be down if router is not reachable.
- ii. **Exclusions:** Down time due to following situations will not be considered for the purpose of penalty calculation:
  - a. Scheduled maintenance by the TSP with 7 days prior intimation to the Bank
  - b. Link down due to power/router failure at SBI location/office.
- iii. Holidays/non-working days of a particular country will also to be included in calculation of uptime percentage.

1.3. Penalty for breach in **latency** requirements for individual sites:

| Latency                                                | Penalty (% of the monthly bandwidth charges for the location)                          |
|--------------------------------------------------------|----------------------------------------------------------------------------------------|
| > 400 ms for continuous period of more than 30 minutes | 0.5% of monthly rental for every hour or part thereof (excluding the first 30 minutes) |

Note: Latency will be measured between Bank's FO office/branches location and Data Centre. The monthly latency report shall be provided by the TSP on an average basis for each individual site.

1.4. Penalty for breach in **jitter** requirements for individual sites:

| Jitter                                                  | Penalty (% of the monthly bandwidth charges for the location)                          |
|---------------------------------------------------------|----------------------------------------------------------------------------------------|
| > 30 ms for a continuous period of more than 30 minutes | 0.5% of monthly rental for every hour or part thereof (excluding the first 30 minutes) |

E.g.: Say if Jitter of link is more than 30 ms for 3 hrs. in a calendar month then penalty calculation would be as under:

$\{(180 \text{ min} - 30 \text{ min}) / 60 \text{ min}\} * 0.5\%$  of monthly rental

1.5. Penalty for breach in **packet loss** requirements for individual sites:

| Packet Loss         | Penalty (% of the monthly bandwidth charges for the location) |
|---------------------|---------------------------------------------------------------|
| > 0.6 % packet loss | 0.5% of monthly bandwidth charges for every packet loss       |

1.6. Penalty for breach in **Reporting** requirements:

| Item no. | Item                                                                    | Timelines and Penalty                                                                                                                                                             |
|----------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.       | Monthly SLA Report submission (consolidated report for all links/sites) | Report to be submitted/made available by 7th of the succeeding month. Penalty of INR 45,000/- per week (or part thereof) will be levied if submitted after 7th.                   |
| 2.       | Detailed report of reason for outage                                    | Within 12 hours from the time of outage. Delay in providing the report will invite a penalty of INR 6,000/- per outage per Week (or part thereof) of delay.                       |
| 3.       | RCA report as per <b>Annexure Q</b>                                     | Within 3 working days from the time of issue/incident. Delay in providing the report will invite a penalty of INR 6,000/- per incident/issue per week (or part thereof) of delay. |

|    |                                                                                                                                                                          |                                                                                                         |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 4. | The TSP shall provide a <b>high level network design document</b> capturing CPE details, PoP details including interface/port etc. within 1 month of issuance of LOI/PO  | Delay in providing the report will invite a penalty of INR 6,000/- per week (or part thereof) of delay. |
| 5. | The TSP shall <b>provide update on the work-in-progress</b> with regard to the commissioning of each and every link post the issuance of PO/LOI <b>on a weekly basis</b> | Delay in providing the report will invite a penalty of INR 6,000/- per week (or part thereof) of delay. |

1.7. Penalty for breach in **Online Portal/Dashboard** requirements:

| Item No. | Item                                                                                                                                                                                            | Timelines and Penalty                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 1.       | Access to monitoring portal and information on network performance parameters (including latency, jitter, BW utilization, uptime etc.) on a near-real time basis for all the commissioned links | Within 60 days from the date of issue of LoI/PO. Delay will invite a penalty of INR 45,000/- per month (or part thereof). |



|    |                                                                                                                                      |                                                                                                                           |
|----|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 2. | Access to all the reports (downloadable) as mentioned in the RFP/Agreement through the online portal for all the commissioned links. | Within 60 days from the date of issue of Lol/PO. Delay will invite penalty of INR 6,000 per month (or part thereof)       |
| 3. | Access to various channels for filing complaints/issues/incidents through online portal, emails, toll free number and SMS            | Within 60 days from the date of issue of Lol/PO. Delay will invite penalty of INR 5,00,000/- per month (or part thereof). |

1.8. Penalty for breach in **Helpdesk** requirements:

| Service Area | SLA measurement                                                                                                                                               | Penalty                                       |                                   | Calculate penalty on                                         |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|--------------------------------------------------------------|
|              |                                                                                                                                                               | NIL                                           | INR 6,000/- per breach            |                                                              |
| Help Desk    | Time taken for resolution of calls (99.9% of the calls should be resolved within the stipulated/ <i>mutually agreed</i> response time to be assessed monthly) | More than or equal to 99.9 % of service level | Less than 99.9 % of service level | <i>Ticket raised and response time in the ticketing tool</i> |

1.9. Penalty for breach in responding to issues/complaints lodged by the Bank/NI:

| Technical Severity Level | Expected response Time | Penalty for delay in response |
|--------------------------|------------------------|-------------------------------|
| Level 1 (High)           | 5 minutes              | INR 30,000 per incident       |
| Level 2 (Moderate)       | 10 minutes             | INR 30,000 per incident       |
| Level 3 (Low)            | 15 minutes             | INR 30,000 per incident       |

Note: The above mentioned penalty shall be over and above all other penalties detailed under Annexure J.

1.10. Penalty for breach in the requirement of 25% connectivity (excluding DC/DR locations) on TSP's own MPLS PoPs (as per clause 1.3.4): Beyond 6 months, penalty at the rate of 0.5% of the total contract value for each location per quarter will be levied. The penalty for the quarter in which the requirement gets satisfied will be calculated on pro-rata basis. The number of locations that shall be considered for imposing penalties will be the difference between 25% of the locations (as stated above) and number of locations provided connectivity on the TSP's own MPLS PoP.

1.11. In case the TSP is unable to provide links to 100% branches and offices within transition period (rollout period), the TSP shall be liable for a penalty equal to the cost incurred by bank to retain the existing link.

1.12. Breach in confirming the feasibility for new link/bandwidth upgrade/shifting within 2 weeks of request raised by the bank:

|                                                                  |                                                                                                 |
|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Every week (or part thereof) of delay till next 2 weeks per link | 1.0 % of Annual Order Value of the <b>affected site</b> per week (or part thereof) of delay = A |
| Every week (or part thereof) of delay till next 4                | A +1.5 % of Annual Order Value of the <b>affected site</b> per                                  |

|                                                              |                                                                                                 |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| weeks per link(beyond the initial 2 weeks)                   | week (or part thereof)of delay= B                                                               |
| Every week (or part thereof) of delay beyond initial 6 weeks | B + 3.0 % of Annual Order Value of the <b>affected site</b> per week (or part thereof) of delay |

1.13 Penalty for breach in **provisioning of Team** (Program manager & Operations/Service Assurance manager) requirements:

| Item                                                                                        | Timelines and Penalty                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Qualification, allocation and deployment of manpower must be strictly according to the RFP. | Within 21 days from the date of issue of Lol/PO. In case of delay, penalty of INR 2, 00,000/- per person per month (or part thereof) shall be levied. Replacement to be effected within 21 days from the date of receiving the intimation from the Bank. In case of delay in replacement of manpower, penalty of INR 1, 00,000/- per person per month (or part thereof) shall be levied. |

2. TSP Shall notify well in advance (**not less than 07 working days**) to the Bank & NI about any **scheduled/ planned changes/ maintenance activities. For delay beyond 07 days penalty of INR 10,000 per activity.**
3. The OTC (one time charges) will be fixed **as INR 2.00 lakhs** irrespective of the country within which the shifting will take place as per bank's decision. The OTC is payable only if the shifting activity is completed within 15 days of issuance of PO by the bank.
4. The TSP shall **commission the link using proper tagging and labeling.**The payment of the particular location shall be made only if the link has been successfully commissioned using proper cabling and tagging.

5. In case the TSP is not IPv6 compliant, the same needs to be achieved by the TSP **within 6 months from the date of issuance of PO/Lol**. For any breach: INR 50,000 per site per week upto 6 months shall be levied as penalty. Beyond 6 months, the bank may decide to terminate the contract.
6. **At Bank's Data Centres** as specified in the RFP, the TSP shall provide **dual last miles from two different MPLS PoPs of the same service provider** as first preference or from two different service providers as second preference. For any breach: 50% of the payment shall be withheld of the affected site till the redundancy is achieved.
7. The TSP shall close all the vulnerabilities and implement/comply with all the recommendations submitted by such auditors/bank's security teams on receiving the instructions from the Bank. For any breach: INR 50,000 per vulnerabilities per week beyond the timeline set by the department. Beyond 6 months, bank may decide to terminate the contract after a notice period of 1 month to close the vulnerabilities.
8. During the tenure of the contract, the TSP shall be required to submit the audited annual **financial statements along with all Appendix and schedules within 30 days of the same being published**. For any breach: INR 50,000 per week beyond 30 days till the submission of report.

**Appendix-K**

**NON-DISCLOSURE AGREEMENT**

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

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

And

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

And Whereas

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

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

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

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

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

**2. Restrictions**

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

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

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

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

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

injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

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

4. **Miscellaneous**

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



residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

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

5. **Suggestions and Feedback**

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

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

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

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

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

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

**Appendix-L**

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

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

**Appendix–M**

**Format for Submission of Client References**

**To whosoever it may concern**

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

**signatory**

**Name & Signature of authorised**

**Seal of Company**

**Appendix–N**

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

**General**

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

And

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

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

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

NOW, THEREFORE,

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

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

the high cost and the distortionary impact of corruption on public procurement; and

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

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

**1. Commitments of the BUYER**

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

**2. Commitments of BIDDERS**

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

the following:

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

- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**3. Previous Transgression**

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

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other



than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty

- bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

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

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

6. **Fall Clause**

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

## 7. Independent Monitors

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

|           |                     |                           |
|-----------|---------------------|---------------------------|
| Name      | Dr. Parvez Hayat    | Ms. Minnie Mathew         |
| Cadre     | IPS (Retd.)         | IAS (Retd.)               |
| E-mail ID | phayatips@gmail.com | Minniemahtew635@gmail.com |

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

**8. Facilitation of Investigation**

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

**9. Law and Place of Jurisdiction**

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

**10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

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

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

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

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1

2

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

**Appendix-O**

**COMPLIANCE CERTIFICATE**

**DECLARATION**

**Terms & Conditions**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. 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.

We hereby undertakes that its name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid.

Signature:

Seal of Company

**In Operations Certificate**

Format may be amended/expanded by the Bank

**INSTALLATION OF MPLS LINK FOR BANK'S FOREIGN OFFICES/BRANCHES**



**CERTIFICATE OF COMPLIANCE**

**DATE: DD MM YY**

**NAME OF THE COMPANY-**

Page 1 of 1

**I. BRANCH DETAILS**

|                                            |                                           |                             |        |
|--------------------------------------------|-------------------------------------------|-----------------------------|--------|
| BRANCH CODE:                               |                                           |                             |        |
| BRANCH NAME:                               |                                           |                             |        |
| BRANCH ADDRESS                             |                                           | District:                   | State: |
| Branch Telephone No with isd code:         |                                           | Branch Manager's Mobile no: |        |
| CIRCUIT ID:<br>(To be filled in by vendor) | BANDWIDTH:<br>(To be filled in by vendor) |                             |        |
| INSTALLATION TYPE: MPLS                    | DATE OF LINK COMMISSIONING:<br>dd/mm/yyyy |                             |        |

**II. INSTALLATION COMPLIANCE**

(To be filled by Branch Manager. Check all that apply, cross that does not apply)

| S<br>R | Item                   | Value                    | Documentation      | Tick if Yes /<br>Cross if<br>No |
|--------|------------------------|--------------------------|--------------------|---------------------------------|
| 1      | Bandwidth Provisioned: | e.g.<br>512 kbps<br>1Mps | NI<br>confirmation |                                 |

|   |                                                                                            |                             |                        |  |
|---|--------------------------------------------------------------------------------------------|-----------------------------|------------------------|--|
| 2 | Link – up                                                                                  |                             | NI<br>confirmation     |  |
| 3 | WAN IP details                                                                             | To be provided<br>by vendor | NI<br>confirmation     |  |
| 4 | Routing configuration                                                                      |                             | NI<br>confirmation     |  |
| 5 | Failover plan shared                                                                       |                             | SBI FO<br>Confirmation |  |
| 6 | Cabling and wiring as per<br>aesthetic requirement with<br>proper labelling and<br>tagging |                             | SBI FO<br>Confirmation |  |

Any other remark on the work being certified:

### III. CERTIFICATE OF COMPLIANCE FOR THE WORK DONE BY BANK

I have visually verified the installation and certify that the information provided herein is true and accurate to the best of my knowledge.

SIGNATURE & STAMP OF THE BRANCH  
MANAGER

NAME OF THE BRANCH MANAGER



**IV. CERTIFICATE OF COMPLIANCE FOR THE WORK DO NE BY SERVICE PROVIDER**

I certify that the link commissioned by M/s.....on behalf of M/s (bidder company).for the MPLS connectivity of the Bank's branch/office adheres to the law of the land and in case of any legal dispute, I indemnify the Bank of behalf of M/s..... I also certify that I am authorized for signing this

SIGNATURE OF THE BIDDER'S  
REPRESENTATIVE  
(with name and company stamp)


NAME OF THE BIDDER'S  
REPRESENTATIVE

**Note:** The **CERTIFICATE OF COMPLIANCE**, shall be signed by the respective branch manager once all the compliance requirements are fulfilled by all the stake holders. The Branch Manager will sign the certificate within 10 days from the date of sign-off provided by the NI.

**Appendix-Q**

**Root Cause Analysis Template**

Format may be amended/expanded by the Bank

|                                                                                   |                                                                                     |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  | <b>ROOT CAUSE ANALYSIS FOR CONNECTIVITY OUTAGE OF<br/>FOREIGN OFFICES/BRANCHES.</b> |
|                                                                                   | <b>DATE: DDMMYYYY</b><br><br><b>NAME OF THE COMPANY-</b>                            |

Root Cause Analysis Report

|                         |                                     |                   |            |
|-------------------------|-------------------------------------|-------------------|------------|
| Document Name & Version | Root Cause Analysis Template v2.doc | Date Approved     | dd/mm/yyyy |
| Document Relevance      | Downtimes & performance issues      | Date Revised      | dd/mm/yyyy |
| Document Creator        |                                     | Date Initiated    | dd/mm/yyyy |
| Document Sponsor        |                                     | Document Location |            |

**Purpose** This template serves as the approved format for documenting a Root Cause Analysis in response to a network outage or degradation. It is to be used in conjunction with the Root Cause Analysis Instructions document which provides additional guidance and a framework for this documents completion.

### Requirements

This template must be used in cases where a formal Root Cause Analysis is required or requested.

### Expected Outcomes

By following the step-by-step process of the Root Cause Analysis process, a consistent methodology and approach will uncover actionable findings related to a network outages or degradation.

### RCA SUMMARY SECTION:

#### SUMMARY OF MAJOR INCIDENT:

Insert a high-level summary of the outage or service degradation here.

**INCIDENT DURATION:** Insert event duration here (start date & time – finish date & time & total number of minutes)

**DESCRIPTION OF MAJOR INCIDENT:** Insert a detailed description of the outage or service degradation here.

**SLA MISS (Yes/No):** **EXPECTED SLA (Resolution SLA)**

**Incident Severity:**

**Root Cause:**

### DETAIL SECTION:

|                          |                                                                           |
|--------------------------|---------------------------------------------------------------------------|
| <b>Ticket Number(s):</b> | <b>Date &amp; Time of incident Occurrence:</b><br>dd/mm/yyyy&<br>HH:MM:SS |
| <b>Priority Rating:</b>  | <b>RCA # Assigned by Quality Management</b>                               |
| <b>Vendor Name:</b>      | <b>Date &amp; Time of reporting:</b> dd/mm/yyyy&<br>HH:MM:SS              |

**Date & Time of incident detection:**

dd/mm/yyyy& HH:MM:SS

**Duration of downtime / Incident (in minutes):**

**CHRONOLOGICAL SEQUENCE OF EVENTS:**

| Date | Time | Who | What |
|------|------|-----|------|
|      |      |     |      |
|      |      |     |      |
|      |      |     |      |

|   | ISSUES IDENTIFIED: | ASSOCIATED LESSONS LEARNED: |
|---|--------------------|-----------------------------|
| A |                    |                             |
| B |                    |                             |
| C |                    |                             |

|                      | RECOMMENDED ACTION ITEMS: | APPROVED BY: | OWNER (person): | COMPLETION DATE: |
|----------------------|---------------------------|--------------|-----------------|------------------|
| Preventive Action s: |                           |              |                 |                  |
| A1                   |                           |              |                 |                  |
| A2                   |                           |              |                 |                  |
| A3                   |                           |              |                 |                  |
| Corrective Action s: |                           |              |                 |                  |
| B1                   |                           |              |                 |                  |
| B2                   |                           |              |                 |                  |
| C1                   |                           |              |                 |                  |

**Incident Response**

|                                                                                           |          |
|-------------------------------------------------------------------------------------------|----------|
| Whether the incident is new? If no, please furnish details of the previous such incident: |          |
| Whether shifted to DR site due to Incident?                                               | Yes / No |

|                                                                                                 |  |                              |  |
|-------------------------------------------------------------------------------------------------|--|------------------------------|--|
| Testing Output (if Applicable)                                                                  |  |                              |  |
| Status of preventive action:                                                                    |  | Status of corrective action: |  |
| Preventive action remarks:                                                                      |  | Corrective action remarks:   |  |
| Supporting evidence (like screen shots, log reports, etc. if any to be attached with this form) |  |                              |  |
| Incident escalation details                                                                     |  |                              |  |

|                                   |                                  |
|-----------------------------------|----------------------------------|
| <b>RCA DRAFT PARTICIPANTS:</b>    | <b>D<br/>A<br/>T<br/>E<br/>:</b> |
|                                   |                                  |
| <b>REPORT AUTHOR:</b>             | <b>DA<br/>TE:</b>                |
|                                   |                                  |
| <b>RECTOR/MANAGER ACCEPTANCE:</b> | <b>DA<br/>TE:</b>                |
|                                   |                                  |

**Appendix-R**

**FEASIBILITY ANALYSIS TEMPLATE**  
**(TO BE SUBMITTED ALONG WITH TECHNICAL BIDS)**

| <b>Sr No</b> | <b>Country</b> | <b>Location Name</b>             | <b>Bandwidth</b> | <b>Feasibility through own POP or partner POP</b> | <b>SLA Compliance as per Appendix-U (Yes / No)</b> | <b>Remarks</b> |
|--------------|----------------|----------------------------------|------------------|---------------------------------------------------|----------------------------------------------------|----------------|
| 1            | Australia      | Sydney Branch                    | 3 Mbps           |                                                   |                                                    |                |
| 2            | Bahrain        | RBB Bahrain                      | 4 Mbps           |                                                   |                                                    |                |
| 3            | Bahrain        | WBB Bahrain Branch               | 4 Mbps           |                                                   |                                                    |                |
| 4            | Bangladesh     | Country Office                   | 5 Mbps           |                                                   |                                                    |                |
| 5            | Belgium        | Antwerp Branch                   | 4 Mbps           |                                                   |                                                    |                |
| 6            | Canada         | Mississauga Branch               | 10 Mbps          |                                                   |                                                    |                |
| 7            | China          | Shanghai BCP                     | 2 Mbps           |                                                   |                                                    |                |
| 8            | China          | Shanghai Branch                  | 2 Mbps           |                                                   |                                                    |                |
| 9            | Germany        | Frankfurt Branch                 | 8 Mbps           |                                                   |                                                    |                |
| 10           | Hong Kong      | Queensland Branch                | 4 Mbps           |                                                   |                                                    |                |
| 11           | India          | Chennai (Primary)                | 50 Mbps          |                                                   |                                                    |                |
| 12           | India          | Chennai (Secondary)              | 50 Mbps          |                                                   |                                                    |                |
| 13           | India          | Gachibowli Hyderabad (Primary)   | 50 Mbps          |                                                   |                                                    |                |
| 14           | India          | Gachibowli Hyderabad (Secondary) | 50 Mbps          |                                                   |                                                    |                |
| 15           | India          | GITC Mumbai (Primary)            | 50 Mbps          |                                                   |                                                    |                |
| 16           | India          | GITC Mumbai (Secondary)          | 50 Mbps          |                                                   |                                                    |                |
| 17           | India          | Sify Rabale (Primary)            | 50 Mbps          |                                                   |                                                    |                |
| 18           | India          | Sify Rabale (Secondary)          | 50 Mbps          |                                                   |                                                    |                |
| 19           | Israel         | Tel-aviv-israel Branch           | 2 Mbps           |                                                   |                                                    |                |

|    |              |                                      |         |  |  |  |
|----|--------------|--------------------------------------|---------|--|--|--|
| 20 | Japan        | Osaka Branch                         | 5 Mbps  |  |  |  |
| 21 | Japan        | Tokyo Branch                         | 10 Mbps |  |  |  |
| 22 | Maldives     | Maamigili Branch                     | 2 Mbps  |  |  |  |
| 23 | Maldives     | Maldives Branch                      | 5 Mbps  |  |  |  |
| 24 | Maldives     | SinooHithadoo Branch                 | 2 Mbps  |  |  |  |
| 25 | Maldives     | Hulhumale Branch                     | 2 Mbps  |  |  |  |
| 26 | Mauritius    | Ebene, Primary Site                  | 8 Mbps  |  |  |  |
| 27 | Myanmar      | Yangon Branch                        | 2Mbps   |  |  |  |
| 28 | Myanmar      | Yangon BCP                           | 2 Mbps  |  |  |  |
| 29 | Nepal        | Nepal DR Hub                         | 4 Mbps  |  |  |  |
| 30 | Nepal        | Kathmandu (DC Hub)                   | 8Mbps   |  |  |  |
| 31 | Oman         | Oman Branch                          | 2 Mbps  |  |  |  |
| 32 | Singapore    | Cecil Street                         | 10 Mbps |  |  |  |
| 33 | Singapore    | Singapore Headquarters-Marine Parade | 10 Mbps |  |  |  |
| 34 | South Africa | Durban Branch                        | 4 Mbps  |  |  |  |
| 35 | South Africa | Johannesburg Branch                  | 8 Mbps  |  |  |  |
| 36 | South Korea  | South Korea-Seoul branch             | 2 Mbps  |  |  |  |
| 37 | Sri Lanka    | Colombo Fort                         | 2 Mbps  |  |  |  |
| 38 | Sri Lanka    | Colpetty Branch                      | 2 Mbps  |  |  |  |
| 39 | Sri Lanka    | Kandy Branch                         | 2 Mbps  |  |  |  |
| 40 | UAE          | Dubai BCP                            | 2 Mbps  |  |  |  |
| 41 | UAE          | Dubai Branch                         | 4 Mbps  |  |  |  |
| 42 | UK           | Birmingham Branch                    | 10 Mbps |  |  |  |
| 43 | UK           | Bishopsgate Branch                   | 10 Mbps |  |  |  |
| 44 | UK           | Coventry Branch                      | 10 Mbps |  |  |  |
| 45 | UK           | Eastham Branch                       | 10 Mbps |  |  |  |
| 46 | UK           | Golders green Branch (local)         | 10 Mbps |  |  |  |
| 47 | UK           | Harrow Branch (local)                | 10 Mbps |  |  |  |

|    |     |                                    |         |  |  |  |
|----|-----|------------------------------------|---------|--|--|--|
| 48 | UK  | Hounslow Branch                    | 10 Mbps |  |  |  |
| 49 | UK  | Hygeia House(international)        | 25 Mbps |  |  |  |
| 50 | UK  | Hygeia House(local)                | 20 Mbps |  |  |  |
| 51 | UK  | Ilford Branch                      | 10 Mbps |  |  |  |
| 52 | UK  | Leicester Branch                   | 10 Mbps |  |  |  |
| 53 | UK  | London main Branch (international) | 25 Mbps |  |  |  |
| 54 | UK  | London main Branch (local)         | 20 Mbps |  |  |  |
| 55 | UK  | Manchester Branch                  | 10 Mbps |  |  |  |
| 56 | UK  | Southall Branch                    | 10 Mbps |  |  |  |
| 57 | UK  | Wolverhampton Branch               | 10 Mbps |  |  |  |
| 58 | USA | Chicago Branch                     | 10 Mbps |  |  |  |
| 59 | USA | Losangels Agency Branch            | 2 Mbps  |  |  |  |
| 60 | USA | New York BCP                       | 10 Mbps |  |  |  |
| 61 | USA | New York Branch                    | 20 Mbps |  |  |  |

Note: The feasibility envisages the current bandwidth requirements and any future bandwidth scalability/upgradation requirements. The feasibility provided by the bidder should be **valid for 6 months from the date of receipt of the technical bid**. The Bidder is also required to provide additional details in Appendix-T.



**Appendix-S**

**EXISTING PRIMARY LAST MILE SERVICE PROVIDER DETAILS**

| Region | Country    | Location name                    | Last Mile     |
|--------|------------|----------------------------------|---------------|
| APAC   | Australia  | Sydney Branch                    | AAPT/TPG      |
| MEA    | Bahrain    | WBB Bahrain Branch               | Tawasul(BNet) |
| MEA    | Bahrain    | RBB Bahrain                      | Tawasul(BNet) |
| APAC   | Bangladesh | Country Office                   | ADNSL         |
| Europe | Belgium    | Antwerp Branch                   | Colt          |
| APAC   | China      | Shanghai Branch                  | CBCcom(CT)    |
| APAC   | China      | Shanghai BCP                     | CBCcom(CU)    |
| Europe | Germany    | Frankfurt Branch                 | Colt          |
| APAC   | Hong Kong  | Queensland Branch                | WTT/HKBN      |
| India  | India      | Sify Rabale (Secondary)          | Bharti        |
| India  | India      | Sify Rabale (Primary)            | TCL           |
| India  | India      | GITC Mumbai (Secondary)          | TTML          |
| India  | India      | GITC Mumbai (Primary)            | TCL           |
| India  | India      | Gachibowli Hyderabad (Secondary) | TTSL          |

|       |              |                                             |                  |
|-------|--------------|---------------------------------------------|------------------|
| India | India        | Gachibowli<br>Hyderabad<br>(Primary)        | TCL              |
| India | India        | Chennai<br>(Secondary)                      | TTSL             |
| India | India        | Chennai (Primary)                           | TCL              |
| APAC  | Israel       | Tel-aviv-<br>israel_Branch                  | Bezeq Intl       |
| APAC  | Japan        | Tokyo                                       | KDDI(NTT)        |
| APAC  | Japan        | Osaka_Branch                                | KDDI             |
| APAC  | Maldives     | SinooHithadoo<br>Branch                     | OOREDOO Q. S. C. |
| APAC  | Maldives     | Maldives Branch                             | OOREDOO Q. S. C. |
| APAC  | Maldives     | Maamigili Branch                            | OOREDOO Q. S. C. |
| APAC  | Mauritius    | DR Ebene                                    | MT               |
| APAC  | Myanmar      | Yangon branch                               | Ooredoo          |
| APAC  | Nepal        | Kathmandu (DC<br>Hub)                       | Subisu           |
| APAC  | Nepal        | Nepal DR Hub                                | Subisu           |
| MEA   | Oman         | Oman Branch                                 | Ooredoo Oman     |
| APAC  | Singapore    | Singapore<br>Headquarters-<br>Marine parade | Starhub          |
| APAC  | Singapore    | Cecil Street                                | Colt             |
| MEA   | South Africa | Johannesburg<br>Branch                      | Liquid SA        |
| MEA   | South Africa | Durban Branch                               | Liquid SA(FCC)   |

|        |             |                                    |               |
|--------|-------------|------------------------------------|---------------|
| APAC   | South Korea | South Korea-Seoul branch           | Sejong        |
| APAC   | Sri Lanka   | Kandy Branch                       | SLT           |
| APAC   | Sri Lanka   | Colpetty Branch                    | SLT           |
| APAC   | Sri Lanka   | Colombo Fort                       | Tata Lanka    |
| APAC   | Sri Lanka   | Colombo Fort                       | SLT           |
| MEA    | UAE         | Dubai Branch                       | Etisalat      |
| MEA    | UAE         | Dubai BCP                          | Etisalat      |
| Europe | UK          | Wolverhampton Branch               | Exponential-E |
| Europe | UK          | Southall Branch                    | Exponential-E |
| Europe | UK          | Manchester Branch                  | Exponential-E |
| Europe | UK          | London main Branch (local)         | Exponential-E |
| Europe | UK          | London main Branch (international) | Exponential-E |
| Europe | UK          | Leicester Branch                   | Exponential-E |
| Europe | UK          | Ilford Branch                      | Exponential-E |
| Europe | UK          | Hygeia House(local)                | Expo-E/BT     |
| Europe | UK          | Hounslow Branch                    | Exponential-E |
| Europe | UK          | Harrow Branch (Local)              | Exponential-E |
| Europe | UK          | Golders green Branch (local)       | Expo-E/BT     |

|          |     |                                      |               |
|----------|-----|--------------------------------------|---------------|
| Europe   | UK  | Golders green Branch (international) | Exponential-E |
| Europe   | UK  | Eastham Branch                       | Exponential-E |
| Europe   | UK  | Coventry Branch                      | Expo-E/BT     |
| Europe   | UK  | Birmingham Branch                    | Exponential-E |
| Europe   | UK  | Hygeia House(international)          | Exponential-E |
| Americas | USA | Newyork Branch                       | CrownCastle   |
| Americas | USA | New York BCP                         | Level3        |
| Americas | USA | Losangels Agency Branch              | Level3        |
| Americas | USA | Chicago Branch                       | Comcast       |

**Appendix-T**

**SECONDARY LINKS LAST MILE DETAILS**  
**(TO BE FILLED BY THE BIDDER)**

| Sr No | Country    | Location Name                    | Bandwidth | Last Mile Carrier Details | Ethernet connectivity (Yes/No) | IPv6 Compliance (Yes/No) | Wired/Wireless Last mile |
|-------|------------|----------------------------------|-----------|---------------------------|--------------------------------|--------------------------|--------------------------|
| 1     | Australia  | Sydney Branch                    | 3 Mbps    |                           |                                |                          |                          |
| 2     | Bahrain    | RBB Bahrain                      | 4 Mbps    |                           |                                |                          |                          |
| 3     | Bahrain    | WBB Bahrain Branch               | 4 Mbps    |                           |                                |                          |                          |
| 4     | Bangladesh | Country Office                   | 5 Mbps    |                           |                                |                          |                          |
| 5     | Belgium    | Antwerp Branch                   | 4 Mbps    |                           |                                |                          |                          |
| 6     | Canada     | Mississauga Branch               | 10 Mbps   |                           |                                |                          |                          |
| 7     | China      | Shanghai BCP                     | 2 Mbps    |                           |                                |                          |                          |
| 8     | China      | Shanghai Branch                  | 2 Mbps    |                           |                                |                          |                          |
| 9     | Germany    | Frankfurt Branch                 | 8 Mbps    |                           |                                |                          |                          |
| 10    | Hong Kong  | Queensland Branch                | 4 Mbps    |                           |                                |                          |                          |
| 11    | India      | Chennai (Primary)                | 50 Mbps   |                           |                                |                          |                          |
| 12    | India      | Chennai (Secondary)              | 50 Mbps   |                           |                                |                          |                          |
| 13    | India      | Gachibowli Hyderabad (Primary)   | 50 Mbps   |                           |                                |                          |                          |
| 14    | India      | Gachibowli Hyderabad (Secondary) | 50 Mbps   |                           |                                |                          |                          |
| 15    | India      | GITC Mumbai (Primary)            | 50 Mbps   |                           |                                |                          |                          |
| 16    | India      | GITC Mumbai (Secondary)          | 50 Mbps   |                           |                                |                          |                          |

|    |              |                                      |         |  |  |  |  |
|----|--------------|--------------------------------------|---------|--|--|--|--|
| 17 | India        | Sify Rabale (Primary)                | 50 Mbps |  |  |  |  |
| 18 | India        | Sify Rabale (Secondary)              | 50 Mbps |  |  |  |  |
| 19 | Israel       | Tel-aviv-israel Branch               | 2 Mbps  |  |  |  |  |
| 20 | Japan        | Osaka Branch                         | 5 Mbps  |  |  |  |  |
| 21 | Japan        | Tokyo Branch                         | 10 Mbps |  |  |  |  |
| 22 | Maldives     | Maamigili Branch                     | 2 Mbps  |  |  |  |  |
| 23 | Maldives     | Maldives Branch                      | 5 Mbps  |  |  |  |  |
| 24 | Maldives     | SinooHithadoo Branch                 | 2 Mbps  |  |  |  |  |
| 25 | Maldives     | Hulhumale Branch                     | 2 Mbps  |  |  |  |  |
| 26 | Mauritius    | Ebene, Primary Site                  | 8 Mbps  |  |  |  |  |
| 27 | Myanmar      | Yangon Branch                        | 2Mbps   |  |  |  |  |
| 28 | Myanmar      | Yangon BCP                           | 2 Mbps  |  |  |  |  |
| 29 | Nepal        | Nepal DR Hub                         | 4 Mbps  |  |  |  |  |
| 30 | Nepal        | Kathmandu (DC Hub)                   | 8Mbps   |  |  |  |  |
| 31 | Oman         | Oman Branch                          | 2 Mbps  |  |  |  |  |
| 32 | Singapore    | Cecil Street                         | 10 Mbps |  |  |  |  |
| 33 | Singapore    | Singapore Headquarters-Marine Parade | 10 Mbps |  |  |  |  |
| 34 | South Africa | Durban Branch                        | 4 Mbps  |  |  |  |  |
| 35 | South Africa | Johannesburg Branch                  | 8 Mbps  |  |  |  |  |
| 36 | South Korea  | South Korea-Seoul branch             | 2 Mbps  |  |  |  |  |
| 37 | Sri Lanka    | Colombo Fort                         | 2 Mbps  |  |  |  |  |
| 38 | Sri Lanka    | Colpetty Branch                      | 2 Mbps  |  |  |  |  |
| 39 | Sri Lanka    | Kandy Branch                         | 2 Mbps  |  |  |  |  |

|    |     |                                    |         |  |  |  |  |
|----|-----|------------------------------------|---------|--|--|--|--|
| 40 | UAE | Dubai BCP                          | 2 Mbps  |  |  |  |  |
| 41 | UAE | Dubai Branch                       | 4 Mbps  |  |  |  |  |
| 42 | UK  | Birmingham Branch                  | 10 Mbps |  |  |  |  |
| 43 | UK  | Bishopsgate Branch                 | 10 Mbps |  |  |  |  |
| 44 | UK  | Coventry Branch                    | 10 Mbps |  |  |  |  |
| 45 | UK  | Eastham Branch                     | 10 Mbps |  |  |  |  |
| 46 | UK  | Golders green Branch (local)       | 10 Mbps |  |  |  |  |
| 47 | UK  | Harrow Branch (local)              | 10 Mbps |  |  |  |  |
| 48 | UK  | Hounslow Branch                    | 10 Mbps |  |  |  |  |
| 49 | UK  | Hygeia House(international)        | 25 Mbps |  |  |  |  |
| 50 | UK  | Hygeia House(local)                | 20 Mbps |  |  |  |  |
| 51 | UK  | Ilford Branch                      | 10 Mbps |  |  |  |  |
| 52 | UK  | Leicester Branch                   | 10 Mbps |  |  |  |  |
| 53 | UK  | London main Branch (international) | 25 Mbps |  |  |  |  |
| 54 | UK  | London main Branch (local)         | 20 Mbps |  |  |  |  |
| 55 | UK  | Manchester Branch                  | 10 Mbps |  |  |  |  |
| 56 | UK  | Southall Branch                    | 10 Mbps |  |  |  |  |
| 57 | UK  | Wolverhampton Branch               | 10 Mbps |  |  |  |  |
| 58 | USA | Chicago Branch                     | 10 Mbps |  |  |  |  |
| 59 | USA | Losangels Agency Branch            | 2 Mbps  |  |  |  |  |
| 60 | USA | New York BCP                       | 10 Mbps |  |  |  |  |
| 61 | USA | New York Branch                    | 20 Mbps |  |  |  |  |

**Appendix-U**

**Service Level Agreement**

**AGREEMENT FOR PROCUREMENT OF GLOBAL  
SECONDARY MPLS CONNECTIVITY SERVICES**

**BETWEEN**

**STATE BANK OF INDIA, \_\_\_\_\_  
AND**

**Date of Commencement: \_\_\_\_\_**

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



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

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai-400614 through its **Networking & Communication Department, SBI GITC First Floor D Wing, Sector 11, CBD Belapur Navi Mumbai 400614**,<sup>1</sup> hereinafter referred to as "**the Bank**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

\_\_\_\_\_ <sup>2</sup> a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ hereinafter referred to as "**Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) "The Bank" is carrying on business in banking in India and overseas and desirous to avail services for SBI Global Secondary MPLS Connectivity Services;
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_

\_\_\_\_\_

dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

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

## **1. DEFINITIONS & INTERPRETATION**

### **1.1 Definition**

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures:< Strike of whichever is inapplicable.>
- 1.1.2 “Confidential Information” shall have the meaning set forth in Clause 14.
- 1.1.3 Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a

collection of columns and tables with metadata. *<Strike off if not applicable as per scope of services>*

- 1.1.4 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.5 “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the Global Secondary MPLS Connectivity Services such that any reader of the Documentation can access, use and maintain all of the functionalities of the (Service), without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 1.1.6 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

- 1.1.7 “Project Cost” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.8 “Request for Proposal (RFP)” shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.9 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.10 ‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

**1.2 Interpretations:**

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

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

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

## 2. **SCOPE OF WORK**

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

### **3. FEES /COMPENSATION**

#### **3.1 Professional fees**

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

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

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

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

#### **3.4 Payments**

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

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

### **3.5 Bank Guarantee and Penalties**

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. 10% of total contract value valid for a period of 03 year(s) 03 month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 3.5.2 The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.5.3 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon



as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

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

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

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

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

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

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

##### **4.2 Service Provider Duties**

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
  - (c) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

- (d) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- (e) \_\_\_\_\_ <the concerned dept. may add duties depending on the nature of agreement>
- (ii) Security Responsibility
  - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_

## **5. REPRESENTATIONS & WARRANTIES**

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

- 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
- 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

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

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

- 5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

- 5.2.6 Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.
- 5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.8 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

## **6. GENERAL INDEMNITY**

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or

incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

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

## **7. CONTINGENCY PLANS**

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

## **8. TRANSITION REQUIREMENT**

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider

within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. \_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure F.

## **9. LIQUIDATED DAMAGES**

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

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

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

- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **11. SUB CONTRACTING**

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

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in

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

- 12.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- 12.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

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

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



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

- 13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
- 13.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

#### **14. CONFIDENTIALITY**

- 14.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- 14.2 All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.
- 14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.
- 14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any

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

- 14.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 14.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.
- 14.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
  - (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
  - (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.
- 14.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 14.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 14.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 14.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.
- 14.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **15. OWNERSHIP**

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

## **16. TERMINATION**

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

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- 16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.
- 16.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
  - (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
  - (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to

the interest of the Bank or its employees.

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

- 16.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 16.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 16.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

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

- 17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
- 17.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a



sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

- 17.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- 17.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 17.5 Arbitration proceeding shall be held at **Mumbai**, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 17.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.
- 17.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

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

- 18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without



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

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

## **19. WAIVER OF RIGHTS**

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

one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

## **20. LIMITATION OF LIABILITY**

- 20.1 The maximum aggregate liability of Service Provider, subject to clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 20.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- 20.3 The limitations set forth in Clause 20.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 12 (infringement of third party Intellectual Property Right);
  - (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
  - (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
  - (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a

party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

## **21. FORCE MAJEURE**

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

## **22. NOTICES**

- 22.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- 22.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- 22.3 The addresses for Communications to the Parties are as under.
- (a) In the case of the Bank  
**Deputy General Manager**  
**Networking & Communication Dept.**  
**State Bank of India,**  
**First Floor- D Wing, Global IT Centre,**  
**Sector 11 , CBD Belapur**  
**Navi Mumbai – 400614**
  - (b) In case of Service Provider  
\_\_\_\_\_  
\_\_\_\_\_
- 22.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

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

- 23.1 **TRAINING:** Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.
- 23.2 **PUBLICITY:** Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's

Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

- 23.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- 23.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 23.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 23.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 23.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement;
  - (ii) Annexure of Agreement;
  - (iii) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
  - (iv) RFP

- 23.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 23.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.
- 23.10 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

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

**State Bank of India**

**By:**

**Name:**

**Designation:**

**Date:**

WITNESS:

1.

2.

**Service Provider**

**By:**

**Name:**

**Designation:**

**Date:**

WITNESS:

1.

2.

**ANNEXURE-A**

**DELIVERABLES/SCOPE OF WORK**

1. Description of Deliverables:

*Comissioning of Global Secondary MPLS Connectivity Services- Provisioning, Delivery, Installation, Comissioning, Monitoring and Maintenance. Further details of Scoper of Work is provdied in **Appendix-E** of RFP for procurement of Global Secondary MPLS Connectivity Services.*

2. Specifications, Performance Standards, and Functional Requirements:

*Specification, Performance Standard and Functional requirements will be as per RFP for procurement of Global Secondary MPLS Connectivity Services **Appendix-E**.*

2.1 *Service Provider undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:*

*[As per the RFP, Scope of Work-Appendix-E.]*

3. Documentation:

*[As per the RFP, Scope of Work-Appendix-E.]*

4. Place of Service

SBI Foreign Offices/Branches and Data Centers in India

5. Standard Services

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

*The details of services, their responsibilities and availability to be described----[As per the RFP, Scope of Work-Appendix-E.]*

1. Delivery of Global Secondary MPLS links
2. Monitoring, Management and Support Services

6. Maintenance/ Upgrades

- 6.1 Service provider shall maintain and upgrade the software/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the software/ hardware.
- 6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A.

7. Correction of Deficiencies in Deliverables

- 7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:
- a) Impose penalty on Service Provider as mentioned under **Annexure E**.
  - b) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

8. Risk Management

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

Service Complaints



## **ANNEXURE-B**

### INFRASTRUCTURE MANAGEMENT METRICS

*[As per the RFP, Scope of Work-Appendix-E.]*

- (a) Service metric for Recovery Time objective (RTO)*[As per the RFP, Scope of Work-Appendix-E/Penalties Appendix-J.]*

| SL no. | Service level category                        | Service level object                                                                                             | Measurement range/criteria                                                              |
|--------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1.     | RTO during disaster for shifting to <Place>DC | <.....><br>(requirement to be filled by the concerned dept.)/ 4 hours> <strike off which ever in not applicable> | <.....><to be filled in by the concerned dept. depending on the criticality of service> |

- (b) SLA for Recovery Point Objective*[As per the RFP, Scope of Work-Appendix-E/Penalties Appendix-J.]*

| SL no. | Service level category                      | Service level object                                                                                                                  | Measurement range/criteria                                                              |
|--------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1.     | RPO during disaster for shifting to <Place> | <.....>(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery> <strike off which ever in not applicable> | <.....><to be filled in by the concerned dept. depending on the criticality of service> |

- (c) INFRASTRUCTURE SUPPORT METRICS *[As per the RFP, Scope of Work-Appendix-E/Penalties Appendix-J.]*

| Activities                                                                       |         | Severity    | Response Time (mins) | Resolution Time (mins) | Measurement Criteria                                                                                                 |
|----------------------------------------------------------------------------------|---------|-------------|----------------------|------------------------|----------------------------------------------------------------------------------------------------------------------|
| Operational Task                                                                 | Details |             |                      |                        |                                                                                                                      |
| <to be filled in by the concerned dept. depending on the criticality of service> | .....   | Level 1     | .....                | .....                  | <.....<br>.....<br>.....<br>...><br><to be filled in by the concerned dept. depending on the criticality of service> |
|                                                                                  | .....   | Level 2     | .....                | .....                  |                                                                                                                      |
|                                                                                  | .....   | Level ....n | .....                | .....                  |                                                                                                                      |
| <to be filled in by the concerned dept. depending on the criticality of service> | .....   | Level 1     | .....                | .....                  | <to be filled in by the concerned dept. depending on the criticality of service>                                     |
|                                                                                  | .....   | Level 2     | .....                | .....                  |                                                                                                                      |
|                                                                                  | .....   | Level.....n | .....                | .....                  |                                                                                                                      |

### **ANNEXURE-C**

- (d) SERVICE DESK SUPPORT METRIC [As per the RFP, Scope of Work-Appendix-E/Penalties Appendix-J.]

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

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

- (e) SERVICE LEVEL REPORTING/ FREQUENCY [As per the RFP,Scope of Work-Appendix-E/Penalties Appendix-J.]

- (f) SERVICE REVIEW MEETING[As per the RFP,Scope of Work-Appendix-E/Penalties Appendix-J.]

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

- President,
- Members.....

**ANNEXURE-D**

**ESCALATION MATRICS<strike off if not applicable>**

| Service level<br>Category                      | Response/Resoluti<br>on Time | Escalation thresholds                     |                    |                  |                    |
|------------------------------------------------|------------------------------|-------------------------------------------|--------------------|------------------|--------------------|
|                                                |                              | Escalation Level 1                        |                    | Escalation.....  |                    |
|                                                |                              | Escalation<br>to                          | Escalation<br>Mode | Escalation<br>to | Escalation<br>Mode |
| Production<br>Support                          |                              | <Name,<br>designatio<br>n contact<br>no.> |                    |                  |                    |
| Service<br>Milestones                          |                              | <Name,<br>designatio<br>n contact<br>no.> |                    |                  |                    |
| Infrastructure<br>Management                   |                              | <Name,<br>designatio<br>n contact<br>no.> |                    |                  |                    |
| Application<br>Development<br>&<br>Maintenance |                              | <Name,<br>designatio<br>n contact<br>no.> |                    |                  |                    |
| Service Desk<br>Support                        |                              | <Name,<br>designatio<br>n contact<br>no.> |                    |                  |                    |

## ANNEXURE-E

(g) PENALTY FOR NON PERFORMANCE OF SLA[As per the RFP,Scope of Work-Appendix-E/Penalties Appendix-J.]

| Service level category                                                                  | SLA Measure                                                     | Penalty Calculation                  |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------|
| Application Uptime/<br>Downtime/<br>RTO/RPO<br><strike off whichever is not applicable> | <delay in minutes / hours /days> < to be provided by the dept.> |                                      |
| Delivery Schedule                                                                       | <Delay ( in working days)>< to be provided>                     |                                      |
| Installation                                                                            | <delay in minutes / hours /days> < to be provided by the dept.> |                                      |
| User Acceptance Testing                                                                 | <delay in minutes / hours /days> < to be provided by the dept.> |                                      |
| Live in Production                                                                      | <delay in minutes / hours /days> < to be provided by the dept.> |                                      |
| Periodical training                                                                     | <Delay ( in working days)>< to be provided>                     | .....<For each resource not trained> |
| Source Code                                                                             | <Delay ( in working days)>< to be provided>                     |                                      |
| Non-availability of staff                                                               |                                                                 |                                      |
| Reports/                                                                                |                                                                 |                                      |

PENALTY FOR EVERY ITEMS, Penalty at the rates given below:

| Category of defect | Service Area | Penalty |
|--------------------|--------------|---------|
| Minor              |              |         |
| Medium             |              |         |
| Major              |              |         |
| Critical           |              |         |

PENALTY FOR NON PERFORMANCE AT HELP DESK

| Service Area | SLA measurement                                                                                                   | Penalty % on _____ <to be provided by the dept.,> |                                                                  | Calculate penalty on           |
|--------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------------------------------|--------------------------------|
|              |                                                                                                                   | 0 %                                               | _____% (for every 1% shortfall from the stipulated service level |                                |
| Help Desk    | Time taken for resolution of calls<br>(99.9% of the calls should be resolved within the stipulated response time) | More than or equal to 99.9 % of service level     | Less than 99.9 % of service level                                | <to be provided by the dept.,> |

**ANNEXURE-F**

**Transition & Knowledge Transfer Plan**

**1. Introduction**

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

**2. Objectives**

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

**3. General**

- 3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.
- 3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERS tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:
- 3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to



provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

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

in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.

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

Personnel on a time and materials basis at the rates agreed between the parties.

- 3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

#### **4. Replacement SERVICE PROVIDER**

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

#### **5. Subcontractors**

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

#### **6. Transfer of Configuration Management Database**

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

#### **7. Transfer of Assets**

- 7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:
- (1) a list of all Assets eligible for transfer to the Bank; and
  - (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.
- 7.2 Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the “Required Assets”), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.
- 7.3 In the event that the Required Assets are not located on Bank premises:
- (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;
  - (2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
  - (3) for the avoidance of doubt, the Bank will not be responsible for the Assets.
- 7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer’s warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.
- 8. Transfer of Software Licenses**
- 8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.

- 8.2 On notice of termination of this Agreement Service Provider shall, within 2 (two) week of such notice, deliver to the Bank details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.
- 8.3 Within 1 (one) month of receiving the software license information as described above, the Bank shall notify Service Provider of the licenses it wishes to be transferred, and Service Provider shall provide for the approval of the Bank a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.
- 9. Transfer of Software**
- 9.1 Wherein State Bank of India is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:
- (a) Source Code (with source tree) and associated documentation;
  - (b) application architecture documentation and diagrams;
  - (c) release documentation for functional, technical and interface specifications;
  - (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');

- (e) Source Code and supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

**10. Transfer of Documentation**

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

**11. Transfer of Service Management Process**

- 11.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:
- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
  - (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
    - (1) Incidents;
    - (2) Problems;
    - (3) Service Requests;
    - (4) Changes;
    - (5) Service Level reporting data;
  - (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
  - (d) full content of software builds and server configuration details for software deployment and management; and
  - (e) monitoring software tools and configuration.

**12. Transfer of Knowledge Base**

- 12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or

equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

**13. Transfer of Service Structure**

13.1 6 (six) months prior to expiry or within 2 (two) weeks notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:

(a) archive of records including:

- (1) Questionnaire Packs;
- (2) project plans and sign off;
- (3) Acceptance Criteria; and
- (4) Post Implementation Reviews.

(b) programme plan of all work in progress currently accepted and those in progress;

(c) latest version of documentation set;

(d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;

(e) Source Code, application architecture documentation/diagram and other documentation;

(f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and

(g) project plan and resource required to hand Service Structure capability over to the new team.

**14. Transfer of Data**

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

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

of termination of this Agreement, Service Provider shall deliver to the Bank:

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

**15. Training Services on Transfer**

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

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

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

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

15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.

15.5 SERVICE PROVIDER shall provide training courses on operation of licensed //monitoring tool/dashboard /open source software product at Bank's GITC, CBD Belapur Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for 04 hours. Bank may enroll up to 10 of its staff or employees of the new/replacement service provider in any training course, and Service



Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than 03 years of experience in operating the software system/monitoring tool/dashboard. SERVICE PROVIDER shall provide the training without any additional charges.

**16. Transfer Support Activities**

- 16.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.
- 16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:
- (1) a timetable of events;
  - (2) resources;
  - (3) assumptions;
  - (4) activities;
  - (5) responsibilities; and
  - (6) risks.
- 16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:
- (a) Change Request log;
  - (b) entire back-up history; and
  - (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

- 16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.
- 16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.
- 16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.
- 17. Use of Bank Premises**
- 17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.
- 17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

XXXX

**Appendix-V**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/GITC/NW&C/2021-22/769 dated: 28/05/2021**
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

\_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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
- vi. This Guarantee shall be a continuing guarantee during its validity period.
- vii. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- viii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_/- (Rs. \_\_\_\_\_only)
- ii. This Bank Guarantee shall be valid upto\_\_\_\_\_
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.  
Authorised official**