REQUEST FOR PROPOSAL

FOR PROCUREMENT OF NETWORK PERFORMANCE MONITORING AND DIAGNOSTIC (NPMD) SOLUTION

Ref: SBI/GITC/Network Technology/2025-26/1411 dated 20.11.2025

Network Technology Department,
State Bank of India, Global IT Centre,
First Floor, 'D' wing, Sector 11, CBD Belapur,
Navi Mumbai - 400 614 India

1. Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Shri Udaya Nath Swain Designation: Deputy General Manager Email ID: procurement.nw@sbi.co.in Contact Address State Bank Global IT Centre, Network Technology dept. First Floor, D Wing, Sector 11, CBD Belapur, Navi Mumbai-400614
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://sbi.bank.in/ procurement news or https://etender.sbi/SBI/ from 20.11.2025 to 23.12.2025,
3	Last date for requesting clarification	Upto 17:00 hrs on 29.11.2025 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting	From 16:00 hrs to 17:00 hrs on 03.12.2025 through online MS Teams meeting.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 11.12.2025
6	Last date and time for Bid submission	Upto 15:30 hrs on 23.12.2025
7	Address for submission of Bids	M/s E-Procurement Technologies Ltd, Ahmedabad Website: https://etender.sbi/SBI/
8	Date and Time of opening of Technical Bids	16:00 hrs on 23.12.2025 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in

		the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	Tender Fee	Rs. 25,000/- (Rupees Twenty Five thousand only). Amount should be deposited in **A/c No. 4897932113433** IFSC - SBIN0011343 **Account Name: Subsidy Inward Remittance Account** Note: Only NEFT, RTGS is allowed in this account Tender fee will be non-refundable.
12	Earnest Money Deposit	Rs. 2.00 Crore (Rupees Two Crore only). a) Amount should be deposited in **A/c No. 4897932113433** IFSC - SBIN0011343 **Account Name: Subsidy Inward Remittance Account** Branch OAD, GITC, Belapur Mode of Transaction- NEFT and RTGS only. Or b) The amount should be deposited in **Account Name: System Suspense Branch Parking A/C** **A/c No. 37608352111** IFSC - SBIN0011343 Branch OAD, GITC, Belapur **Mode of Transaction- Intra-bank transfer (SBI to SBI only)** Or

		EMD should be in the form of a bank guarantee. EMD shall be valid up to 180 days from bid submission date. **Bidder should deposit EMD and Tender Fee separately.**	
13	Bank Guarantee	5 % of the total value of the Contract	Performance Security in form of BG should be valid for 7 year(s) and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	M/s E-Procurement Technologies Ltd, Ahmedabad Website: https://etender.sbi/SBI/ Contact details: Email: allocation@eptl.in etender.support@sbi.co.in	

Contents

1. SCHEDULE OF EVENTS 2
2. INVITATION TO BID: 11
3. DISCLAIMER: 12
4. DEFINITIONS: 13
5. SCOPE OF WORK: 14
6. ELIGIBILITY AND TECHNICAL CRITERIA: 15
7. COST OF BID DOCUMENT: 15
8. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING: 16
9. CONTENTS OF BID DOCUMENT: 17
10. EARNEST MONEY DEPOSIT (EMD): 17
11. BID PREPARATION AND SUBMISSION: 18
12. DEADLINE FOR SUBMISSION OF BIDS: 20
13. MODIFICATION AND WITHDRAWAL OF BIDS: 21
14. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA): 21
15. BID INTEGRITY: 22
16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS: 22
17. TECHNICAL EVALUATION: 23
18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION: 24
19. CONTACTING THE BANK: 25
20. AWARD CRITERIA AND AWARD OF CONTRACT: 25
21. POWERS TO VARY OR OMIT WORK: 28
22. WAIVER OF RIGHTS: 28
23. CONTRACT AMENDMENT: 29
24. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: 29
25. CHANGE IN ORDERS: 29
26. BANK GUARANTEE: 29
27. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES: 30
28. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING: 30
29. SERVICES: 31
30. WARRANTY AND ANNUAL MAINTENANCE CONTRACT: 32
31. DELIVERY, INSTALLATION AND COMMISSIONING: 34
32. PENALTIES: 36
33. RIGHT TO VERIFICATION: 36

34. INSPECTION AND TESTING: 36
35. RIGHT TO AUDIT: 38
36. SUBCONTRACTING: 39
37. INSURANCE: 39
38. VALIDITY OF AGREEMENT: 39
39. LIMITATION OF LIABILITY: 39
40. CONFIDENTIALITY: 40
41. DELAY IN SERVICE PROVIDER'S PERFORMANCE: 40
42. SERVICE PROVIDER'S OBLIGATIONS: 41
43. TECHNICAL DOCUMENTATION: 43
44. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP: 43
45. LIQUIDATED DAMAGES: 45
46. CONFLICT OF INTEREST: 45
47. CODE OF INTEGRITY AND DEBARMENT/BANNING: 47
48. TERMINATION FOR DEFAULT: 51
49. FORCE MAJEURE: 52
50. TERMINATION FOR INSOLVENCY: 53
51. TERMINATION FOR CONVENIENCE: 53
52. DISPUTES RESOLUTION: 53
53. GOVERNING LANGUAGE: 54
54. APPLICABLE LAW: 54
55. TAXES AND DUTIES: 54
56. TAX DEDUCTION AT SOURCE: 56
57. TENDER FEE: 56
58. EXEMPTION OF EMD AND TENDER FEE: 57
59. NOTICES: 58
APPENDIX–A 60
APPENDIX-B 64
APPENDIX-C 69
APPENDIX-D 94
APPENDIX-E 95
APPENDIX-F 121
APPENDIX -G 129
APPENDIX -H 130
APPENDIX -I 134

APPENDIX-J 136
APPENDIX-K 148
1 DEFINITIONS & INTERPRETATIONS 151
2 COMMENCEMENT & TERM 153
3 SCOPE OF SERVICES 153
4 REPRESENTATIONS AND WARRANTIES 154
5 RESPONSIBILITIES OF THE BANK 156
6 RESPONSIBILITIES OF SERVICE PROVIDER 156
7 CONFIDENTIALITY 158
8 RELATIONSHIP BETWEEN THE PARTIES 161
9 SUB-CONTRACTING 161
10 LIQUIDATED DAMAGES 163
11 BANK GUARANTEE & PENALTY 163
12 FORCE MAJEURE 164
13 INSPECTION AND AUDIT 165
14 FEES, TAXES DUTIES & PAYMENTS 166
15 GENERAL INDEMNITY 167
16 TERMINATION 169
17 LIMITATION OF LIABILITY 171
18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS 172
19 DISPUTE RESOLUTION 173
20 GOVERNING LAW & JURISDICTION 173
21 SEVERABILITY 173
22 POWER TO VARY OR OMIT WORK 174
23 ENTIRE AGREEMENT 175
24 NOTICES 175
25 MISCELLANEOUS 176
ANNEXURE-A 178
ANNEXURE-B 178
APPENDIX -L 181
APPENDIX-M 187
APPENDIX-N 188
APPENDIX-O 189
APPENDIX-P 198
APPENDIX–Q 201

APPENDIX- R **202**
APPENDIX–S **204**
APPENDIX-T **206**
APPENDIX-U **207**
APPENDIX-V **209**
APPENDIX-W **210**
APPENDIX-X **211**

Part-I

S.N.	INDEX
1	INVITATION TO BID
2	DISCLAIMER
3	DEFINITIONS
4	SCOPE OF WORK
5	ELIGIBILITY AND TECHNICAL CRITERIA
6	COST OF BID DOCUMENT
7	CLARIFICATIONS AND AMENDMENTS ON RFP/PRE-BID MEETING
8	CONTENTS OF BID DOCUMENTS
9	EARNEST MONEY DEPOSIT (EMD)
10	BID PREPARATION AND SUBMISSION
11	DEADLINE FOR SUBMISSION OF BIDS
12	MODIFICATION AND WITHDRAWAL OF BIDS
13	PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA)
14	BID INTEGRITY
15	BIDDING PROCESS/ OPENING OF TECHNICAL BIDS
16	TECHNICAL EVALUATION
17	EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION
18	CONTACTING THE BANK
19	AWARD CRITERIA AND AWARD OF CONTRACT
20	POWER TO VARY OR OMIT WORK
21	WAIVER OF RIGHTS
22	CONTRACT AMENDMENT

23	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
24	CHANGE IN ORDERS
25	BANK GUARANTEE
26	COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES
27	SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING
28	SERVICES
29	WARRANTY AND ANNUAL MAINTENANCE CONTRACT
30	DELIVERY, INSTALLATION AND COMMISSIONING
31	PENALTIES
32	RIGHT TO VERIFICATION
33	INSPECTION AND TESTING
34	RIGHT TO AUDIT
35	SUB-CONTRACTING
36	INSURANCE
37	VALIDITY OF AGREEMENT
38	LIMITATION OF LIABILITY
39	CONFIDENTIALITY
40	DELAY IN SERVICE PROVIDER'S PERFORMANCE
41	SERVICE PROVIDER'S OBLIGATIONS
42	TECHNICAL DOCUMENTATION
43	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP
44	LIQUIDATED DAMAGES
45	CONFLICT OF INTEREST
46	CODE OF INTEGRITY AND DEBARMENT/BANNING
47	TERMINATION FOR DEFAULT
48	FORCE MAJEURE
49	TERMINATION FOR INSOLVENCY
50	TERMINATION FOR CONVENIENCE
51	DISPUTES/ARBITRATION
52	GOVERNING LANGUAGES
53	APPLICABLE LAW
54	TAXES AND DUTIES
55	TAX DEDUCTION AT SOURCES
56	TENDER FEE
57	EXEMPTION OF EMD AND TENDER FEE

58	NOTICES

Part-II

APPENDIX	INDEX
A	BID FORM
B	BIDDER'S ELIGIBILITY CRITERIA
C	TECHNICAL & FUNCTIONAL SPECIFICATIONS
D	BIDDER DETAILS
E	SCOPE OF WORK AND PAYMENT SCHEDULE
F	INDICATIVE PRICE BID
G	CERTIFICATE OF LOCAL CONTENT
H	BANK GUARANTEE FORMAT
I	PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE HARDWARE/SOFTWARE SOLUTION/ SERVICES
J	PENALTIES
K	SERVICE LEVEL AGREEMENT
L	NON-DISCLOSURE AGREEMENT
M	PRE-BID QUERY FORMAT
N	FORMAT FOR SUBMISSION OF CLIENT REFERENCES
O	PRE-CONTRACT INTEGRITY PACT
P	FORMAT FOR EMD BANK GUARANTEE
Q	UNDERTAKING OF AUTHENTICITY
R	MANUFACTURER'S AUTHORIZATION FORM
S	PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISIONG AND ACCEPTANCE OF THE HARDWARE/ SOFTWARE/ SERVICES
T	Left Blank
U	FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK
V	Undertaking by OEM
W	COMPLIANCE CERTIFCATE TO BE ISSUED BY THE OEM
X	Abbreviation

2. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as **'SBI/the Bank')**, having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** and the Bank sponsored Regional Rural Banks (RRBs) for **PROCUREMENT OF NETWORK PERFORMANCE MONITORING AND DIAGNOSTIC (NPMD) SOLUTION**

ii. In order to meet the Hardware/Hardware/Software Solution/ 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 document.

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 Hardware/Hardware/Software Solution/ service 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 Hardware/Software Solution/ service desired in this RFP. The proposed Hardware/Software Solution/ service must integrate with Bank's existing infrastructure seamlessly.

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 supply of proposed Hardware/Software Solution/ service 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 Hardware/Software Solution/ service adhering to Bank's requirements outlined in this RFP.

3. DISCLAIMER:

i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.

ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

4. **DEFINITIONS:**

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

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

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

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

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

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

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

vii. **Hardware/Software Solution/ Services/ System – "Hardware/Software Solution" or "Services" or "System"** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation,

commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under the RFP.

viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of Hardware/Software Solution / Service.

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

5. **SCOPE OF WORK:**

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

The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

i. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
ii. Service Provider shall ensure that only its authorized employees/representatives access the Device.
iii. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
v. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable

files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

vi. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

6. **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-O** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

7. **COST OF BID DOCUMENT:**

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

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

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-M** 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.

9. CONTENTS OF BID DOCUMENT:

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

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

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

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

10. EARNEST MONEY DEPOSIT (EMD):

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

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

The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-P**) 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.

iii. 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.

iv. 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.

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

vi. No interest is payable on EMD.

vii. **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.

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

11. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing of PROCUREMENT OF NETWORK PERFORMANCE MONITORING AND DIAGNOSTIC (NPMD) SOLUTION** in response to the **RFP No. SBI/GITC/Network Technology/2025-26/1411 : 20.11.2025.** Documents mentioned below are to be uploaded on portal of

e-Procurement agency with digital signature of authorised signatory:

(a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.

(b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.

(c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11"DEADLINE FOR SUBMISSION OF BIDS" sub-clause (ii).

(d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C.**

(e) Bidder's details as per **Appendix-D** on Bidder's letter head.

(f) Audited financial statement and profit and loss account statement as mentioned in Part-II.

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

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

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

ii. **Indicative Price Bid for** providing of **PROCUREMENT OF NETWORK PERFORMANCE MONITORING AND DIAGNOSTIC (NPMD) SOLUTION** in response to the **RFP No. SBI/GITC/Network Technology/2025-26/1411 : 20.11.2025** should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

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

(b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.

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

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

(e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).

(f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.

(g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

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

(i) The Bidder must provide specific and factual replies to the points raised in the RFP.

(j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

(k) All the enclosures (Bid submission) shall be serially numbered.

(l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.

(m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.

(n) The Bank reserves the right to reject Bids not conforming to above.

12. DEADLINE FOR SUBMISSION OF BIDS:

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

ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee

and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Sl No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

iii. In 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.

iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

13. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

14. PERIOD OF BID VALIDITY 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 entire duration of contract period .

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

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

15. BID INTEGRITY:

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

16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

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

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

iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and

Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.

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

vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Hardware/Software Solution/service proposed to be offered by them.

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

17. TECHNICAL EVALUATION:

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

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

18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

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

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

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

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

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

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

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

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

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

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders

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

19. CONTACTING THE BANK:

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

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

20. 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 any 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 Hardware/Software Solution 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.

21. 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.

22. 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.

23. CONTRACT AMENDMENT:

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

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

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

25. CHANGE IN ORDERS:

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

(a) Method of shipment or packing;

(b) Place of delivery;

(c) Quantities to be supplied subject to 25% above or below the originally declared quantities.

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

26. BANK GUARANTEE:

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

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

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

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

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

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

28. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

Service Provider should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.

On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority on the line of **Appendix-I**.

29. SERVICES:

i. All professional services necessary to successfully implement the proposed Hardware/Software Solution will be part of the RFP/Contract.

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

iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.

iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

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

vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.

vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc in case the Bank chooses not to upgrade to latest version.

viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.

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

x. Bidder shall provide legally valid Hardware/Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.

xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

30. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

i. The selected Bidder shall support the Hardware/Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Hardware/Software Solution by State Bank of India.

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

iii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Hardware/Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost . During the support period, the Bidder shall maintain the Hardware/Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Hardware/Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

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

v. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Hardware/Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Hardware/Software Solution as per the Bank's policy, reloading of firmware/software, compliance to

security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Product (hardware, system software or any of its components) or Hardware/Software Solution, the Bidder shall ensure that Product/ Hardware/Software Solution is made operational to the full satisfaction of the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity defined in RFP.

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

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

viii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
   (a) Diagnostics for identification of systems failures
   (b) Protection of data/ Configuration
   (c) Recovery/ restart facility
   (d) Backup of system software/ Configuration

ix. 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.

x. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and

vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

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

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

31. DELIVERY, INSTALLATION AND COMMISSIONING:

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

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

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

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

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

vi. In addition, Service Provider will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are

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

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

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

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

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

(d) Insurance Certificate.

(e) Manufacturer's warranty certificate.

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

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

(a) Service Provider shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and

should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.

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

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

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

32. PENALTIES:

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

33. 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.

34. INSPECTION AND TESTING:

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

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

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

(b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.

iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

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

v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

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

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

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

35. 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 the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. 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 the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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 the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

iv. Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use

by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

36. SUBCONTRACTING:

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

37. INSURANCE:

i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination.

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

(a) initiate and pursue claim till settlement and

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

38. VALIDITY OF AGREEMENT:

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

39. LIMITATION OF LIABILITY:

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

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

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

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

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

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

40. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 15 of Service Level Agreement placed as Appendix to this RFP.

41. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Delivery, installation, commissioning of the Hardware/Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in Part II of this RFP.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Hardware/Software Solution and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as

practicable after receipt of 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).

42. 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 misdemeanors.

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-L** of this RFP.

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

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

viii. **Software Bill of Materials (SBOM)**

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

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

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

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

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

43. TECHNICAL DOCUMENTATION:

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

ii. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Hardware/Software Solution as and when applicable.

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

44. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as

well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.

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

iii. Subject to below mentioned sub-clause *(iv) and (v)* of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, 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 use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.

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); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Hardware/Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.

45. LIQUIDATED DAMAGES:

If the Service Provider fails to deliver product and/or 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.

46. 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.

47. CODE OF INTEGRITY AND DEBARMENT/BANNING:

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

ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in

RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

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

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

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

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

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

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

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

the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment/Banning

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

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

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

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

(b) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank under Clause *46 " CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i)* hereinabove, if a

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

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

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

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

48. 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 the 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 the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
   (c) Violations of any terms and conditions stipulated in the RFP;
   (d) On happening of any termination event mentioned in the RFP/Agreement.

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

ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and 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 Hardware/Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

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

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

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

49. FORCE MAJEURE:

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

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

considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

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

50. 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.

51. 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.

52. DISPUTES RESOLUTION:

i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

ii. Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

53. GOVERNING LANGUAGE:

The governing language shall be English.

54. 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.

55. TAXES AND DUTIES:

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

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

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

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

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

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

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

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

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

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

56. TAX DEDUCTION AT SOURCE:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

57. 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.

58. 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 products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.

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

Bidders may please note:

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

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

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

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

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

59. NOTICES:

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

Part-II

Appendix–A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To:

< Address of tendering office >

Dear Sir,

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

~~~~~~

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

i. While submitting this Bid, we certify that:

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

- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Signature) *(Name)*

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____**Seal of the company.**

Appendix-B

Bidder's Eligibility Criteria

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in **Appendix-A** 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.700.00 crore during last 03 (three) financial year(s) i.e. FY21-22, FY 22-23, FY 23-24 and FY 24-25 (Three out of four financial years shall be considered for evaluating the turnover).		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current year may be submitted.)
4.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.

5	Bidder should have experience of minimum 3 years for supply, installation and maintenance of NPMD or similar network performance monitoring solution with a minimum capacity of 300 Gbps throughput for entire setup (Including all DCs of single organization) for at least two clients out of which, one client should be BFSI/PSU/Government Organization in preceding five years.		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 **Appendix-G**.
7	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least two client references are required).		Bidder should specifically confirm on their letter head in this regard as per **Appendix-N.**
8	Bidder should provide escalation matrix with e-mail address & contact numbers (Mobile number and direct telephone number) up to Top executive (CEO/CTO/MD/ Chairman) for both Bidder & OEM.		Bidder and OEM should specifically provide all details and confirm on their letterhead in this regard.
9	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank).		Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for

			debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.
10.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in **Appendix-A** in this regard.
11.	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.		Bidder should specifically certify in **Appendix-A** 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 **Appendix-A** in this regard.
13	The Bidder to provide an undertaking on his letter head that the BOQ (Bill of Quantity) is Complete in all manner as Offered in NPMD Solution which include Hardware, Software & License.		Bidder should specifically confirm on their letter head in this regard
14	Bidder to provide OEM undertaking mentioning ownership of responsibility and accountability for		Bidder shall specifically confirm on OEM's letterhead in this regard.

	end-to-end successful rollout and completion of this project.		
15	Bidder should provide detailed postal address for Head Office for both Bidder & OEM. (India & Abroad both)		Bidder and OEM should specifically confirm on their letterhead in this regard.
16	The SLA prescribed by the Bank are part of the RFP (Appendix–K). After 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, SLAs as per the RFP and subsequent corrigendum/corrigenda. 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.		Bidder should specifically confirm on their letterhead in this regard.
17	The Bidder should have Highest /Global level/Second highest level of partnership with each OEM of the products and services proposed in the bid.		Each OEM should specifically confirm on their letterhead in this regard.

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

Eligibility criteria mentioned at Sl No 3 & 4 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

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

ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at Sl No 3 & 4 in table above.

iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory

Seal of Company

Appendix-C

Technical & Functional Specifications

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Reference of all compliance point must be available on a public website, user guide, admin guide, Data Sheet, Lab Reports etc. and same reference documents to be submitted during bid Submission.

Bidder(s) must submit that all the technical points are complied with 'Yes' Only. Any compliance with 'qualified statement' or 'No' may be treated as non-compliance. Any non-compliance will be treated as disqualification and not considered for further RFP process.

Sr. No.	Specification	Compliance (Yes, No) along with supporting documents (Datasheet, Website reference, Lab report etc.)
A	**Deployment Design and Architecture**	
1	The solution should support full on-premises deployment with options for private cloud integration. to support modern data center environments.	
2	The solution should support packet filtering, selective capture to optimize storage, analysis using user-defined multi-criteria filters by IP address, port, protocol, network segment.	
3	The solution should support passive deployment by capturing application data in data center networks via ERSPAN, RSPAN, Local SPAN or VDS Span without agents on traffic-generating devices, aligning with non-intrusive monitoring best practices.	
4	The solution should have native ability to analyze packets with Fabric Path, VXLAN, or MAC-in-MAC encapsulation, including multiple levels of VLAN tagging and support for jumbo packets.	
5	The solution should provide end-to-end visibility for east-west (intra-data center) and north-south (ingress, egress) flow, packet capture analysis.	

6	The solution should be scalable in terms of throughput, number of connections, request etc.	
7	The solution should be architected for a minimum of: 6 million connections per Second, achieve 40/50/100 Gbps sustained throughput per appliance/Probes, handle 6 million packets per second without degradation., and ensure capacity planning.	
8	The solution should offer a unified dashboard for centralized aggregation and real-time correlation of telemetry across the enterprise, consolidating physical, virtual, cloud and SDN environments with interactive visualizations, alerting, and reporting through API integrations.	
9	The solution should be designed for high availability with active-active, active-standby for all NPMD tools except packet capture appliances/Probes, eliminating single points of failure, and complying with best practices for redundant, hot-swappable hardware, rapid recovery mechanisms, and continuous service.	
10	The solution should support disaster recovery across sites, including replication, export of monitoring data, reports to remote sites using secure synchronous, asynchronous mechanisms without impacting live operations.	
11	The solution should support deployment of hardware appliances, virtual probes, or cloud-based options in data centers, private clouds, and branches for deep packet inspection and advanced analytics, with visibility through flow-based monitoring (NetFlow, sFlow, IPFIX), SNMP polling.	
12	The solution should support a hierarchical grouping mechanism for network interfaces and devices, enabling aggregated data analysis by categories such as geography, WAN & LAN Internet segments, business units, or other logical groupings facilitating multi-level operational visibility and performance assessment.	
13	The solution should provide enterprise-grade storage units with capacities of 96TB or larger supporting configurations such as RAID-0, RAID-5, and RAID-6 to ensure data reliability, redundancy, fault tolerance, and optimal performance for high-volume telemetry and packet capture storage. (**Must be in line with Sizing requirements detailed in table.1.1)**	

14	The solution should support flexible allocation of storage among raw PCAP, Metadata and other trace files etc. in order to efficiently achieve the desired retention period.	
15	The solution should provide self-monitoring capabilities, tracking system resources (CPU, memory, disk, service, agent status, database health, data integrity etc.), with automatic alerts for threshold breaches, real-time and historical trend analysis, error recovery, and active diagnostics via integrated event management.	
16	The solution should offer a 100% web-based user interface for centralized monitoring, configuration, and reporting, accessible via secure HTTPS (TLS v1.2+,V1.3+), with role-based authentication, no client-side software or plugins required, ensuring cross-platform compatibility and mobile responsiveness.	
17	The solution should support both IPv4 and IPv6 protocols across all functionalities for dual-stack compatibility and future-proofing, including traffic capture, analysis, and reporting.	
B	**Network Performance Monitoring**	
18	The solution should support a multi-faceted data collection approach, including SNMP (v1, v2, v3) for device health, configuration, and performance metrics; streaming telemetry using Open Config, NMI and Open Telemetry/API for standardized, vendor-agnostic ingestion of metrics, logs, and traces, with dynamic sensor configuration for periodic polling and event-driven push.	
19	The solution should provide network path monitoring with latency measurement between each network device hop, including topology visualization views indicating interfaces traversed, Anomaly across the path with respect to device health, interface health and config changes.	
20	The solution should integrate with network-based device based on SNMP or Telemetry /API Cisco ACI, SD-WAN, Juniper Apstra and other critical solutions for seamless monitoring and correlation.	
21	The solution should support synthetic testing for availability, including ping, UDP, TCP port, DNS, HTTP (single, multiple URLs), web transaction scripting using the latest platforms, and external scripts.	
22	The solution should provide device and health monitoring status based on metrics including CPU utilization, disk usage, device availability, device status, memory utilization, incoming, outgoing interface discard rate, error	

	rate, utilization, and CoS-based incoming, outgoing utilization.	
23	The solution should provide application-wise device health status for easy identification and visibility to ROC, NOC, SOC or application owners during issues.	
24	The solution should provide detailed reporting of device metrics including CPU utilization, device availability, statistics, status, host device, disk, software performance, status, system statistics, listening ports, memory usage, TCP connections, CoS-based discards, interface throughput, Ethernet statistics, interface availability, errors, discards, status, utilization, throughput, interface media calls, Juniper LSP throughput, IP SLA latency and jitter.	
25	The solution should support Network Time Protocol (NTP) with authentication and should support SHA256 based keys.	
26	The solution should provide business-critical network dashboards to visualize traffic, latency, and bandwidth utilization per location, site, branch, application.	
27	The solution should establish dynamic self-learning baselines for KPIs (e.g., response time, latency, jitter, throughput), alerting on deviations using statistical and ML techniques.	
28	The solution should monitor QoS on a per-class basis (DSCP, CoS), including latency, jitter, packet loss, validating markings for policy enforcement.	
29	The solution should measure and store network bursts at 1-second granularity, capturing peaks for utilization, bitrate, packet rate per 15-minute interval, with timestamps and at least 1-week historical data via Burst Views, including microburst detection, alerting at microsecond granularity.	
30	The solution should monitor network interfaces, collecting bandwidth utilization, throughput, link saturation, jitter, latency, packet loss etc. via technologies like streaming telemetry or Open Telemetry/API, SNMP,IPSLA, Packets and flows.	
31	The solution should provide automatic endpoint discovery to detect and collect data about network endpoints.	
32	The solution must be able to provide complete visibility of network activities, end-user experience, device status, and application and network performance. It must also provide a summarized analysis via a comprehensive dashboard view	

33	The solution should provide topology mapping to visualize network structure, interdependencies, and dependencies across data centers for network, application tiers, visualizing bottlenecks.	
34	The solution should help in the identification, diagnosis, and resolution of the bank's most difficult network and application problems, helping to quickly determine the root cause.	
35	The solution should automatically map and correlate traffic, IP, hostname for hosts, providing packet flow diagrams and topology views for communication paths between tiers.	
36	The solution should support scalable architecture processing up to 6M unique conversations (flows) per minute and 2M raw flows per minute, with hierarchical regional flow aggregation and deduplication before forwarding compressed, encrypted streams to central analysis.	
37	The solution should support all common flow dialects (NetFlow v1,v5,v7,v9,Enhanced, sFlow v2,v5, J-Flow, packet data) and DPI sources, with full-fidelity flow data (no "topping") for bottom-talker analysis.	
38	The solution should obtain device, metadata via SNMP v1,v2c,v3 with manual overrides, integrate with Active Directory for user identification. switches for MAC, switch port mapping.	
39	The solution should provide network visibility across physical, virtual Private cloud environments (e.g., branch LAN, WAN, data center, cloud), including VMware NSX for SDN traffic flows.	
40	The solution should provide end-to-end (client to server) network round-trip time reporting without additional hardware, software beyond the data center.	
41	The solution should automatically diagnose network processing bottlenecks (such as latency, bandwidth, protocol, and congestion) and application tier processing bottlenecks. It should also conduct "what if" analyses to validate proposed solutions prior to deployment and predict the impact of network changes on response times.	
42	The solution should help in the identification, diagnosis, and resolution of the bank's most difficult network and application problems, helping to quickly determine the root cause.	

43	The solution should track performance metrics with historical baselines, automatically detecting and alerting on changes for early warnings of trends, issues.	
44	The solution should build automated performance baselines from multiple gateways across WAN, LAN, Replication, Internet, P2P and TPC at a macro level from a single console.	
45	The solution should capture SLA with user-defined policies and identify mismarked DSCP traffic along paths affecting prioritization.	
C	**Functionalities, Features, Monitoring**	
46	The solution should provide a single pane of glass for end-to-end visibility across the enterprise network and application landscape, aggregating and correlating data from multiple environments into a unified, centralized dashboard, correlating statistics from packet capture, flow, SNMP metrics, with ability to compare periods graphically, tabularly, customize views based on templates, provide role-based views, access, import 3rd-party data, correlate network, application metrics, display geographic views, show synthetic testing results, and generate on-demand reports.	
47	The solution should monitor transactions end-to-end 24x7 without overhead, capturing anomalies and breaches for analysis, with always-on end-user response time (EURT) monitoring combined with full-fidelity packet capture (optional payload retention) for deep troubleshooting (e.g., transaction ID, UPI ID).	
48	The solution should provide end-to-end visibility for applications, covering multiple tiers (client, network, application, middleware, database) across data centers, branches, private, hybrid clouds for performance assurance.	
49	The solution should provide end-to-end and hop-by-hop network path visibility with latency measurement, per-segment analysis before, after firewalls, load balancers, Routers and switches etc.	
50	The solution should have traffic correlation engines analysing flows across segments to identify packet loss, latency spikes, service degradation, mapping anomalies to exact locations using timestamped events, bidirectional flow analytics, multi-segment traces.	
51	The solution should enable deep, real-time monitoring of east-west traffic within VMware, NSX and other private	

	clouds to uncover lateral patterns, detect bottlenecks, anomalous inter-VM, virtual network activity, strengthen micro segmentation, integrating with virtualization platforms for container, VM, VPC visibility.	
52	The solution should integrate with private cloud APIs to ingest, correlate VM, network metadata (e.g., tagging, attributes, annotations) for enhanced grouping, reporting, root cause analysis in dynamic workloads.	
53	The solution should capture, analyse, and store complete packet data in real-time (optional payload capture, historical modes), supporting multiple concurrent capture jobs without degradation, with always-on rolling jobs for historical retention.	
54	The solution should reconstruct complete packet streams, categorize traffic by source, destination IP, port, application, volume, providing visibility into flows over links, servers, applications.	
55	The solution should monitor all business-critical applications (standard, custom), providing real-time, transaction-level visibility across multi-tier architectures (web, application, database, file-sharing) to capture end-to-end interactions, performance.	
56	The solution should support transaction tracing across tiers to capture metrics, response times, throughput, identifying bottlenecks, assessing user experience.	
57	The solution should monitor transactions for web, HTTP, HTTPS, databases (MS-SQL, Oracle, MySQL, PostgreSQL, network services, storage, file transfers (CIFS, SMB v1,v2,v3), VoIP, RTP, SIP, with agentless monitoring, zero overhead, no database logging, automatic recognition, deep visibility into queries, response time, statistics, timing, tracking throughput (calls, transactions, rows, bytes, sessions), aggregated, full-fidelity data.	
58	The solution should provide metrics for web transactions, including page response, load time, error counts, HTTP status, responses, errors (100s-500s), waterfall resource timelines for per-object delays, individual web page performance analysis (stitching contents) for true end-user experience.	
59	The solution should provide end-to-end visibility of customer experience across digital transactions, from frontend to backend, capturing flows, response times, performance across interfaces.	

60	The solution monitor end to end transactions tracing interactions to backend systems, capturing flows, all network, application metrics across tiers, with per-client HTTP activity tracking, search by session, originating IP (via X-Forwarded-For, arbitrary headers)	
61	The solution should monitor all network device traffic with network performance metrics, providing visibility into device-level activity impacts on experience, correlating bandwidth, latency, application usage with user, device health, geolocation, endpoint security.	
62	The solution should automatically discover, classify, and monitor network traffic using deep packet inspection (DPI) and Layer 7 identification, with detailed protocol analysis for a wide range of services—including web, email, file transfers, databases, remote access, voice/video, and enterprise protocols like DNS, LDAP, HTTP/S, SMB, FTP, RDP, Citrix, SQL, Oracle, and more. It should also support custom and proprietary protocols, enabling comprehensive metric collection across all traffic types.	
63	The solution should support custom application definitions based on IP, port, protocol, URLs, with regex syntax.	
64	The solution should support inbuilt SSL, TLS decryption (session, key-based) when keys are available, out-of-band (passive tap), honoring Perfect Forward Secrecy, integrating with enterprise KMS, HSM, with auto-redaction of sensitive data (e.g., passwords, SSNs, credit cards).	
65	The solution should monitor SSL, TLS certificates for validity, expiration, authority, hostnames, self-signed status, with session views, alerts for issues, automated handshake analysis, search, flagging non-compliant versions, expired certificates, weak ciphers.	
66	The solution should support traffic capture across virtualization, cloud, container platforms (Microsoft Hyper-V, VMware ESXi, NSX-V, NSX-T, OpenStack, Kubernetes, Nutanix, AWS, Azure), with agentless collection, cloud-integrated telemetry, VM-VM capture inside hypervisors, integration with virtual, cloud taps, packet brokers.	
67	The solution should support scalable integration via APIs/Open Telemetry, Kafka handling at least 10,000 API calls per minute and multiple concurrent integrations without performance impact.	

68	The solution should monitor VoIP and video traffic in real-time and historically, measuring call quality metrics like MOS, jitter, latency, and packet loss. It should support detailed call visibility, search by user or protocol, customizable quality thresholds, and full per-call insights.	
69	The solution should monitor inbound, outbound data center traffic across segments (MPLS, P2P, Internet, Replication, Third-Party), with all important metrics including server response time, round-trip time, payload transfer time, data transfer time, other response times, patterns, failed transactions to identify issues.	
70	The solution should provide network visualization, analytics to identify optimization issues, bottlenecks, congestion, inefficient paths for applications (including voice, video), with interactive troubleshooting, traffic flow simulation.	
71	The solution should perform periodic synthetic transactions to measure application, network performance, simulating workflows from branches to data centers, clouds, supporting scenario-driven SLA validation, alerting.	
72	The solution should provide full visibility into end-user activities from endpoints to data center, analyzing interactions to classify issues, with host-level analysis for performance metrics, transaction details per end-user.	
73	The solution should provide a search function to locate IPs, server names, aliases, applications, entities, with intelligent suggestions for rapid troubleshooting.	
74	The solution should provide automated Application Dependency Mapping (ADM) to visualize real-time topology, dependencies between clients, servers, databases, infrastructure, leveraging traffic analytics, agent-based, API integrations for dynamic map creation, including user dependency mapping workflows for clients, load-balancers, server tiers, network linkages mapped to application services.	
75	The solution should detect microburst activity with microsecond precision and support multi-segment analysis using packet captures from multiple locations.	
76	The solution should support simultaneous packet analysis and write-to-disk operations continuously to ensure no data loss during active monitoring, forensic capture, enabling real-time packet capture 24x7 without sampling for full-fidelity data.	

77	The solution should capture and analyze individual packets in real-time, including payloads, for protocol insights, anomaly detection, and de-duplication.	
78	The solution should offer built-in workflows for common troubleshooting tasks and centralized control for system health, maintenance, upgrades, and user access.	
79	The solution should help in troubleshooting network-layer issues (MAC, VLAN, ARP, ICMP, DNS), QoS, DSCP, DHCP, TCP, UDP traffic, CRC errors issues.	
80	The solution should support auto-discovery for 200+ applications (including SaaS, HTTPS encrypted like- UPI, EIS, YONO, CBS etc.), with custom configurations based on protocol, port, IP, URLs, monitoring performance on individual user, custom host group basis, ad-hoc groupings via tags for data organization.	
81	The solution should provide smart breakdown of performance data into components (server response time, retransmission delay, connection setup time, payload transfer time), with full-fidelity transaction analysis, transaction search via freeform key, value queries.	
82	The solution should support automated DNS transaction details collection with insights for slow servers, transactions, lookups, identifying those not meeting SLAs.	
83	The solution should view analysis data in real-time (second-by-second updates) and historically at 1-minute,5-minute,1-hour,1-day resolutions, with scatter diagrams for outliers in sub-minute details.	
84	The solution should capture extensive TCP performance metrics: packet loss, retransmission rate, delay, count, round-trip time (inbound, outbound), throughput, traffic, application payload, connection request rate, Connection setup time, number of connections, failed attempts, data transfer time, server, user response time, with accurate delay isolation via composition charts.	
85	The solution should auto-discover URLs and client activity, show web page response times, highlight performance issues, and support real-time SSL/TLS decryption with keys.	
86	The solution should extract custom data fields from web headers, body content using sophisticated matching, extraction rules.	

87	The solution should learn TCP, web performance baselines and alert on deviations using adaptive monitoring policies.	
D	**Analytics and Root Cause Analysis**	
88	The solution should capture and analyze comprehensive application, server, and network metrics to build dynamic performance baselines, detect deviations, anomalies using statistical and machine learning (ML) techniques, and facilitate root cause analysis (RCA) for degradations across infrastructure layers.	
89	The solution should decompose total response time into granular components including client-side processing, server response time, network bandwidth utilization, latency, network congestion, protocol overhead, and TCP handshake timings for accurate performance pinpointing.	
90	The solution should capture metrics: packet loss, retransmission rate, retransmission delay, round-trip time, throughput, traffic volume, number of connections, data transfer time, server response time, timeouts, one-way delay, jitter, reordered packets, packet delay variance.	
91	The solution should analyze traffic patterns over configurable timeframes, minutes to months with drill-down, retaining 12 months historical data for trends, planning, compliance, incident correlation.	
92	The solution should identify, flag alert based on anomalies, misuse, violations, with drill-down to flows, conversations, packets for seconds-level isolation.	
93	The solution should proactively detect and alert on network congestion events, providing drill-downs to client, server, application, and user levels; identify bandwidth-intensive flows, hotspots, and high-traffic URLs for capacity, resource reallocation.	
94	The solution should detect, alert on abnormal application traffic, volume changes, response drops, flow disappearance with contextual diagnostics for degradation, outage detection.	
95	The solution should provide analytics to identify and narrow down on issues to determine whether end-user experience of slowness in accessing of the information is on account of Network issue or end-user machine issue or an application issue. It should be able to calculate response times for all relevant applications and determine the impact on user experience. The analytics should reveal information to troubleshoot slow network, prolonged	

	website response, computational response of ERP, CRM transactions and file downloading, patch management instances etc.	
96	The solution should evaluate deployment, upgrade, migration impacts on resources, user experience, visibility into changes, bottlenecks.	
97	The solution should trace, categorize application errors by origin, client, server, network, severity for faster source identification.	
98	The solution should pinpoint performance slowdowns, linking root causes to specific user groups, transactions, or sessions for targeted remediation.	
99	The solution should allow real-time sorting, filtering of user, transaction data by queries, codes, errors, times, metrics for granular analysis.	
100	The solution should measure user experience against SLAs, capturing metrics for compliance.	
101	The solution should calculate TCP connection success rates, breaking down failure modes including RSTs, retransmissions, timeouts, and handshake failures.	
102	The solution should provide intuitive interface to visualize, chart usage across network, application, database with cross-domain correlation, drill-down for bottlenecks, optimization.	
103	The solution should measure service, campaign adoption via sessions, location, traffic, errors, times for baselines, trends, capacity planning, KPI alignment.	
104	The solution should support deep packet inspection, analysis for forensic investigation.	
E	**AI and Machine Learning and Open Telemetry Features**	
105	The solution should comply with Open Telemetry/APIs for intelligent telemetry filtering, extracting high-value data, applying AIOps, ML before export to control volume, noise and event	
106	The solution should provide unified observability via centralized data store ingesting, normalizing, correlating telemetry/API from in-house, third-party sources for cross-domain RCA, comprehensive monitoring.	
107	The solution should use predictive AI/ML with historical, real-time telemetry to forecast issues (latency spikes, resource strain, network congestion), triggering pre-emptive alerts, automated workflows.	

108	The solution should maintain secure telemetry, API, IPSLA using only approved attributes for AI, ML processing to ensure ethical, privacy, compliance standards in regulated industries (e.g., BFSI).	
109	The solution should include use cases for predictive analytics/ generative AI/ causal AI or AIOps to monitor crown jewel application bandwidth and infrastructure resource usage. This monitoring will support capacity planning, optimization, and the prevention of both over- and under-provisioning.	
110	The solution should include use cases for predictive analytics/AIOps for network, application failures, performance bottlenecks for early warnings, downtime reduction, troubleshooting acceleration.	
111	The solution should use predictive AI /causal AI/AIOps to correlate data across domains, highlight business-impacting issues, and reduce MTTR and alert fatigue with prioritized insights.	
112	The solution should support on-demand, scheduled, event-triggered automations for diagnostics, remediation tasks, proactive maintenance without human intervention.	
113	The solution should support AIOps to provide ML, AI, big data analytics to determine baselines, detect anomalies, correlate metrics & events, and automate operations.	
114	The solution should be able to provide tailored dashboards, alerts, reports by role, by tag, by entity type; reduce noise; focus on relevance	
115	The solution should include autonomous AIOps features for automated troubleshooting, remediation, dynamic baseline adjustments to optimize network, application health	
116	The observability solution should adopt a unified platform strategy, enabling all components to integrate and operate cohesively with minimal need for modifications or data transformations along with the use of AI OPs	
117	The solution should collect high-granularity data from IT stack (networks, infrastructure, applications, user experience) for anomaly detection, insights, RCA.	
118	The solution should use Supervised /unsupervised models, ML for predictability of network, application performance, proactive issue detection.	
119	The solution should support automatic anomaly detection, early warnings based on dynamic baseline-driven trend analysis, learning normal patterns to identify deviations,	

	emerging issues, degrading trends for pre-emptive remediation.	
F	**Alerting and Notification**	
120	The solution should correlate data to identify anomalies, forecast degradation, providing early warnings, proactive remediation to minimize impact, tied to peak times (e.g., month-end, campaigns) with business impact prioritization.	
121	The solution should support automated, manual baseline creation for EURT, with visual alerts for deviations to identify anomalies, reduce MTTR.	
122	The solution should provide alerting interface in dashboard with color-coded severity, EURT display, integrated viewer with context, severity, drill-down, filtering, grouping by type, device, application, service for triage.	
123	The solution should support configurable alert thresholds by severity for proactive notifications before user impact, aligned with SLAs, priorities.	
124	The solution should support automated alerting via email (SMTP, TLS), SNMP traps (v1, v2c, v3), syslog (encrypted), based on thresholds, anomalies.	
125	The solution should detect, alert on traffic anomalies, spikes, drops in throughput, applications from self-learned baselines.	
126	The solution should detect, alert on network congestion incidents with drill-down to client, server, application, user levels to identify root cause, measuring traffic by user, application, identifying bandwidth hogs, sites, URLs, pinpointing entities.	
127	The solution should provide out-of-box "built-in" policies for potential application issues without additional configuration, monitoring, alerting on performance-based SLAs per-application, business area.	
G	**Dashboarding and Reporting**	
128	The solution should provide customizable dashboards for critical applications, networks, displaying SRT, RTT, DTT via RTCC, volume, latency, utilization by location, site, branch, application, alert status filtered, grouped by application, location, with drag-and-drop configurability for pre-defined, custom analysis views to explore live traffic, imported captures interactively.	
129	The solution should support drill-down from KPIs to transaction, session, flow data in time windows, from general to detailed analysis, resolution workflows.	

130	The solution should include integrated reporting for standard, custom reports on application, service, network, cluster performance, daily, weekly, monthly trends, with RBAC for creation, scheduling, viewing, flexible templates, fine control via selection criteria, time windows, traffic expressions.	
131	The solution should support report export in PDF, Excel, CSV, RTF, HTML, scheduled, on-demand delivery via email by groups, roles, network, application, executives.	
132	The solution should provide comprehensive traffic monitoring, forensics with Executive, Traffic Analysis Dashboards, customizable single-pane views for issue identification.	
133	The solution should provide RCA of bandwidth issues via point-and-click interface, drill-down to elements' traffic for utilization, unexpected application traffic isolation.	
134	The solution should provide visual analytics, reporting for traffic, bandwidth by application, user, identifying trouble areas, bottlenecks, intensive applications for optimization, management.	
135	The solution should provide topology viewer, visualization tools for real-time infrastructure mapping across cloud, hybrid, on-premises, supporting contextual analytics, status, dependencies, changes.	
136	The solution should provide flexible reporting with multiple pre-defined, custom templates, export in PDF, CSV, HTML, scheduled auto-distribution via email.	
137	The solution should provide customizable dashboarding with out-of-the-box dashboards, templates, sharing with access control.	
138	The solution should support Host Groups based on IP subnets for structuring data in reports, monitoring policies (e.g., locations, offices, countries, cities, business units).	
139	The solution should provide automated workflows to map active components, network dependencies for application services, identify user communities (Host Groups) accessing services with performance metrics.	
140	The solution should apply ML, baselines to monitor network performance between service tiers, front-end users, alerting as required.	
141	The solution should provide service monitoring dashboards for end-to-end application performance over network to user communities.	

142	The solution should provide detailed reporting including configuration, inventory, troubleshooting, customize reports, with search, sort, export capabilities.	
H	**Integration**	
143	The solution should support seamless integration with third-party sources, tools via open RESTful APIs, Open Telemetry and Kafka feed as an option for centralized observability, telemetry ingestion in heterogeneous, Ulti-vendor environments.	
144	The solution should provide native, API-based bi-directional integration with ITSM (ServiceNow, BMC Remedy, SD-WAN, Cisco-ACI, SIEM (Splunk), Master Data Management(Splunk)/InfoSphere/ QRadar(IBM)), enabling real-time flow, Key Matric data ,event data exchange for incident lifecycle, security analytics.	
145	The solution should send network and Application key metrics to external APM, NPM (Dynatrace, AppDynamics) via Open Telemetry/API for correlation with application metrics, RCA acceleration.	
146	The solution should integrate with AD, LDAP, PIMS, identity providers for user-centric monitoring, reporting, troubleshooting by accounts, supporting SSO (Kerberos, SAML, OAuth),	
147	The solution should provide rich connectors for observability platforms, ITSM, SIEM, Master Data Manager (Splunk/InfoSphere), enterprise apps, facilitating telemetry export, import, workflow automation, unified dashboards.	
148	The solution should have the capability to support push/pull log and key metric data to a third-party solution using Open Telemetry/APIs.	
149	The solution should provide right-click integration to client-based packet analyzer tools for real-time, historical on-demand analysis.	
150	The solution should provide context-specific integration with infrastructure management for drill-down to corresponding data (e.g., network path analysis).	
151	The solution should support forwarding of analysis data from UI views as PDF, CSV, configuration export via GUI for adoption across instances.	
152	The solution should provide ability to manage configuration, extract data using documented, supported API calls.	
I	**Log Management**	

153	The solution should include comprehensive logging to record all system events, actions, changes for auditability, security monitoring, accelerated troubleshooting.	
154	The solution should ingest, analyze logs from hosts, devices via Syslog, correlating with performance metrics, events for unified troubleshooting, CA.	
155	The solution should collect, correlate relevant log messages with issues, incorporating into RCA workflows.	
156	The solution should apply blacklist, whitelist filters for IPs, users, URLs, domains, applications across rules, reports, and dashboards for targeted analysis and control.	
157	The solution should filter, mask PII, SPDI, classified information across captures, flows, logs, dashboards, reports for compliance.	
158	The solution should support Syslog ingestion, alerting integration for real-time processing, threshold-based alerts, enabling proactive incident detection.	
J	**Historical Data and Storage (Including Capacity Sizing)**	
159	The solution should retain historical data striping packet payload and store only header to store only header to reduce the storage also packet to be stored for 3 days or 72 hours (at least 3 days). Aggregated metrics, events, alerts and flows for 24 months Raw logs per second for 7 days, per minute for 90 days, per hour and day roll-ups for 12 months. These should be configurable for regulatory purposes.	
160	The solution should provide enterprise-grade storage or all-flash as optional with compression, deduplication, tiered storage, high-availability, fault tolerance, auto disk recovery, redundancy, RAID, with sizing specifications (1TB = 10^12 bytes, excluding formatting, RAID overhead).	
161	The solution should ensure high-performance access for real-time analytics, quick historical queries without impacting collection, using caching, buffering, optimized indexing for high ingestion, fast responses.	
162	The solution should ensure reliable writes with fault tolerance, no data loss in failures, optimized caching to avoid duplication, maximize utilization for analytics, replay.	
163	The solution should support intelligent optimization: hot data immediate access, cold data efficient storage without query impact.	

164	The solution should support seamless storage expansion without downtime, ensuring continuous monitoring and availability during scale-up.	
165	The solution should provide complete control over capture filters (inclusive, exclusive) during live, replay by protocol, port, IP, VLAN, VXLAN, application, attributes, with BPF filters, packet slicing, retention time, size per job.	
166	The solution should offer scalable real-time and historical packet access with built-in analysis tools, support PCAP export for third-party viewing, and enable efficient storage management without design changes—even for multi-terabyte traces.	
K	**Security and Compliance**	
167	The solution should support secure management access protocols (SSH, HTTPS, TLS 1.2,1.3), with insecure protocols (Telnet, HTTP) disabled by default.	
168	The solution should provide fine-grained RBAC model to assign capabilities to roles and map users to roles.	
169	The solution should generate tamper-resistant, cryptographically secured audit logs for actions, changes, events, security, exportable to SIEM, log systems via Syslog Server.	
170	The solution should integrate with enterprise AAA systems (TACACS+, RADIUS, PIMS, ADS, LDAP, SSO) for authentication, authorization, accounting.	
171	The solution should support logical partitioning, workload isolation for monitoring functions without performance impact.	
172	The solution should provide centralized web-based console with RBAC, AD, LDAP integration, alerting, notifications, threshold monitoring, end-to-end visibility, dashboards for capacity forecast, predictive analysis, bottleneck identification.	
173	The solution should support standalone local authentication, authorization with password control, aging, external via RADIUS, TACACS+, SAML with role assignment based on attributes.	
174	The solution should support optional IP-based ACLs to restrict web UI, CLI access to specified ranges, optional session timeouts (configurable).	
175	The solution should provide multi-user web-based GUI supporting concurrent sessions, per-user customization (display preferences, time zone).	

176	The solution should support remote out-of-band management using IPMI via BMC for hardware appliances.	
177	The solution should provide comprehensive audit trail logging all user actions, optionally forwarded to syslog servers.	
178	The solution should provide storage, reporting efficiencies via aggregated data roll-ups (1-min,5-min,15-min,1-hr,6-hr,1-day resolutions), large flow storage options, fine-grained control per roll-up.	
179	The solution should provide enhanced supportability with one-click diagnostics dump.	
180	The solution should provide comprehensive user, administration documentation in PDF, web format, integrated context-based help in web UI with search.	
181	The solution should support regular updates via web UI workflows or automation.	
182	The solution should support optional multi-tenancy and data partitioning for controlled visibility.	
183	The solution should monitor onboard device, storage health with real-time alert notifications.	
184	The solution should support hot swap of failed components (e.g., hard drives, power supplies).	
185	The solution should accelerate application troubleshooting with fast packet retrieval, analysis.	
186	The solution should provide "Single Click" integration from high-level monitoring to in-depth, packet capture-based RCA.	
187	The solution should provide smart search returning relevant results (IP, hostnames, groups, applications, menu items, help topics).	
188	The solution should provide standards-based web GUI for administration, analysis.	
189	The solution should provide integrated notification mechanisms (syslog, ServiceNow, email, SNMP traps).	
190	The solution should provide both static threshold-based and ML-adaptive policy mechanisms, with out-of-box policies for application issues.	
191	The solution should offer the flexibility to forward either deduplicated or raw NetFlow data to third-party analysis tools, depending on the recipient's needs.	
L	**Hardware-Based Physical Tapping & Aggregation**	
192	It must provide high-density Aggregator node designed for space-efficient datacentre environments.	

193	The solution must natively support interface speeds of up to 100G, including 10G, 25G, 40G, and 100G. The OEM should provide an option to upgrade to support future port speeds of up to 400G with additional hardware and software licenses, as required by the bank.	
194	Default configuration must include 64× QSFP based ports capable of 40G and 100G speeds, with 64 ports enabled out-of-the-box and optional licensing to enable all 128 ports for scalability.	
195	Solution must support port breakout functionality: 100G QSFP ports break out into 4×25G lanes for granular traffic capture. 40G QSFP ports break out into 4×10G lanes.	
196	Ports must support full-duplex operation with industry-standard form factors ensuring interoperability with common optics.	
197	The solution must provide flexible port assignment enabling any port to act as ingress, intermediate, interconnect, or egress with support for unidirectional and bidirectional flows.	
198	The solution must ensure minimum 6.4 Tbps throughput per aggregator node or scalable fabric expansion to aggregate beyond 6.4 Tbps	
199	It must ensure line-rate traffic forwarding with zero packet loss even under maximum configuration.	
200	It must ensure latency guaranteed under 5 microseconds with options for sub-2 microsecond in high-performance models.	
201	It must support multi-stage processing pipeline: aggregation, filtering, replication, and distribution to monitoring tools without degradation.	
202	It must optimize tool utilization by forwarding only traffic of interest, dropping irrelevant flows to reduce load on monitoring appliances.	
203	It must facilitate tunnel termination and encapsulation for L2GRE and VXLAN traffic, enabling seamless visibility of encapsulated data streams.	
204	It must support load balancing algorithms based on Layer 2–4 hashing with session stickiness to maintain session integrity across tool instances.	
205	The solution must ensure hot-swappable power supplies (AC, DC) and fans for non-disruptive hardware maintenance or replacement.	

206	The solution must support for non-disruptive software upgrades and failover to maintain continuous visibility during maintenance windows.	
207	The solution must provide native support for Hardware OS with robust GUI and CLI management interfaces.	
208	There should be remote administration via Telnet, SSH, Web GUI (HTTPS), XML API, SNMP v1, v2, v3, and syslog export for integration with enterprise management and SIEM systems.	
209	The solution should allow for VLAN-based traffic filtering and the creation of custom policies based on the bank's requirements	
210	The solution should include a centralized management server for the configuration, updating, and management of all data brokers or aggregators	
211	It must provide comprehensive Header stripping for multi-layer encapsulated packets including MPLS, VLAN, VXLAN, ERSPAN and custom arbitrary headers.	
M	**Virtual and Cloud Tapping**	
212	The solution must ensure extensive visibility into private clouds with support for native APIs and cloud-native constructs like VPCs and VNets.	
213	The solution must support for private, hybrid clouds using VMware vCenter, NSX-T, Nutanix, and OpenStack platforms.	
214	The solution must comply with visibility into containerized environments including Kubernetes native clusters, Amazon EKS, Azure AKS, VMware Tanzu, Red Hat OpenShift.	
215	It must provide real-time detection of VM migrations (motion) and dynamic changes within virtual environments providing seamless visibility without manual intervention.	
216	The solution must ensure automated extraction of traffic of interest anywhere across cloud or virtual infrastructure with no requirement to pre-define specific VM targets or interfaces.	
217	The solution must ensure flow mapping, filtering, and aggregation applied in virtual visibility nodes to optimize which traffic is forwarded to monitoring tools, minimizing performance impact.	
218	The solution must provide full support for VXLAN encapsulation and decapsulation ensuring visibility into	

	overlay networks common in cloud and SDN environments.	
219	The solution must provide stateful and stateless load balancing for VXLAN tunnel traffic including IPv4 and IPv6 variants.	
220	The solution must ensure backhaul of traffic from public, private clouds over IP networks using L3 tunnels (VXLAN/L2GRE) to central monitoring locations.	
221	The solution should have features to ensure integration with cloud orchestration via APIs (AWS EC2, Azure, VMware NSX, OpenStack) for deployment and configuration automation of visibility nodes.	
222	Metadata schemas must be adaptable to specific use cases (security, compliance, FinOps) without requiring separate deployments.	
223	The solution must support export of metadata in open formats (e.g., JSON, IPFIX, CEF) to SIEM, observability, and analytics platforms.	
224	The solution must provide the capability to inspect encrypted application traffic in public cloud environments (AWS/Azure/GCP) for security and observability purposes.	
225	The capability must ensure that full traffic fidelity is preserved while enabling deep visibility into encrypted flows.	
226	The solution must support inspection of traffic across multiple workload types (VMs, containers, Kubernetes, serverless).	
227	The solution must operate in a manner that maintains compliance with security and privacy policies.	
228	The solution and all of its functional components (including packet capture, aggregation, processing, and management) must be fully deployable within Private cloud environments (VMs, AWS, Azure, GCP).	
229	The solution must support deployment in cloud-native constructs such as containers, Kubernetes, and cloud marketplaces.	
230	The architecture must operate without requiring traffic to be exported or redirected to external physical appliances for processing.	
231	The system must maintain scalability and resiliency entirely within cloud-native infrastructure.	
232	The solution must provide a single, centralized management platform for configuration, policy	

	management, monitoring, and analytics across all components.	
233	The management system must deliver a single plane of glass view across on-premises, hybrid, and multi-cloud environments.	
234	The platform must support role-based access control (RBAC), multi-tenant operations, and API-driven integration with ITSM, CI, CD, and automation frameworks.	
235	The solution must ensure consistent policy enforcement and visibility across distributed deployments (cloud regions, VPCs, VNETs, and container clusters).	
N	**Centralized Management Platform**	
236	Deployable as: Virtual appliance for VMware ESX, Microsoft Hyper-V/ KVM hypervisors. Dedicated 1U/2U or higher Capacity hardware appliance.	
237	Configurable for high availability and failover with configuration synchronization across multiple instances.	
238	Role-based access control managing distinct user roles for configuration, monitoring, and administration.	
239	Support for local authentication and centralized AAA (TACACS+, RADIUS, LDAP).	
240	Powerful dashboard featuring Top-N, Bottom-N port usage, traffic policy health, real-time visualization, and historical trend analysis over multiple time ranges (hour, day, week, month).	
241	Automated configuration workflows with wizards guiding administrators through complex map and traffic flow setups, supporting pause, resume workflow states.	
242	Audit trails capturing detailed user operations with timestamps, role identification, and action summaries exported securely to SIEM platforms via syslog, Kafka API.	
243	Scheduling for firmware update rollouts and configuration backups, restores across multiple physical and virtual nodes to ensure minimal downtime and network stability.	
244	Integration with cloud infrastructure APIs (AWS EC2, Azure APIs, VMware NSX) for automated node orchestration and operational scaling.	
245	Visualization of network topology using LLDP traffic analysis for real-time understanding of visibility fabric interconnections.	
O	**Security, Compliance, and Credentials**	

246	Default secure management with SSH, HTTPS, TLS 1.2,1.3, disabling insecure Telnet, HTTP protocols.	
247	It must enforce multi-level RBAC controls with role-based policies segregating monitoring, configuration, and administration accesses.	
248	The solution should have integration with enterprise AAA infrastructure for authentication and accounting, including RADIUS, TACACS+, LDAP, AD, and Single Sign-On (SSO).	
P	**Advanced Features and Future-Proofing**	
249	It must ensure packet deduplication capabilities for public, private cloud environments to remove duplicate packets arising from multiple traffic sources.	
250	The solution shall support for passive SSL, TLS decryption with license upgrade, providing decrypted traffic for downstream analysis without compromising privacy policies.	

Table :1.1 Network Device Monitoring, NetFlow, Application Server VM, Packet Capture Solution and Packet Broker

The Bank will provide the infrastructure (VMs, CPU, RAM, Disk etc.) to install the software license-based solution within the Bank's private cloud. Bidders/OEMs are required to quote only the software license costs for the NPMD VMs-based deployment during the bid submission.

Network Device Monitoring Servers Licence- NMS	15000 Devices SNMP/IPSLA/ Open Telemetry/APN/Streaming telemetry with software license
NetFlow Servers Licence - NMS	6 million NetFlow Monitoring for 3 DC and 4 million for 2 DC / with software license
Application (Portal) / Servers Licence- NMS	15000 Devices Monitoring+ NetFlow Monitoring +Packet Capture Application Servers / with software license - Full High Availability Architecture
Syslog Servers - NMS	15000 Devices Syslog Monitoring

Minimum Sizing Requirements for identifying Total throughput (Gbps) and raw storage (Tbps) requirements for NPMD Packet Capture Solution across the sites:
(The Appliance/Probe throughput and Raw Storage will be calculated based on availability of OEM Product datasheet)

Sr No	Data Center	Application Wise, Aggregated Throughput in Gbps	Raw Storage (TB)
1	Site 1 (Physical)	1100	6600
2	Site 2 (Physical)	1100	6600
3	Site 3 (Physical)	250	1500
4	Site 4 (Physical)	250	1500
5	Site 5 (Physical)	250	1500
6	Site 6 (Physical)	250	1500
7	Private Cloud Site 1(Virtual)	100	600
8	Private Cloud Site 2(Virtual)	100	600
9	Private Cloud Site 3(Virtual)	100	600
	Total	3500 Gbps	21000 TB
	Total including Additional	**5760 Gbps**	**54144 TB**

Advanced Network Packet Broker (NPB): Supports out of the box up to minimum 64 x 40/100 Gbps OR 256 x 25/10 Gbps ports with Licence for packet broker with central Management software with Web GUI.

Sr No	Site	Packet Broker Port, size	Packet Broker Throughput/quantity	Total Throughput
1	Site 1 (Physical)	64 Port* 40/100Gbps	6.4 Tbps*6	38.4 Tbps
2	Site 2 (Physical)	64 Port* 40/100Gbps	6.4 Tbps*2	12.8 Tbps
3	Site 3 (Physical)	64 Port *40/100Gbps	6.4 Tbps*2	12.8 Tbps
4	Site 4 (Physical)	64 Port *40/100Gbps	6.4 Tbps*4	25.6 Tbps
5	Site 5 (Physical)	64Port *40/100Gbps	6.4 Tbps*6	38.4 Tbps
6	Site 6 (Physical)	64 Port *40/100Gbps	6.4 Tbps*1	6.4 Tbps
7	Private Cloud Site 1(Virtual)			100Gbps
8	Private Cloud Site 2(Virtual)			100Gbps
9	Private Cloud Site 3(Virtual)			100Gbps
	Grand Total	-	**21**	**134.7 Tbps**

Name & Signature of authorised signatory

Seal of Company

Appendix-D

Bidder Details

Details of the Bidder

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

Name & Signature of authorised signatory

Seal of Company

Appendix-E

Scope of Work and Payment Schedule

Sl No	Particulars	Requirements/ Remarks
1.	Description of Product/Services	Bank's vision is to have a "Network Performance Monitoring and Diagnostic (NPMD)" Solution at The Bank's Data Centers located in Mumbai and Hyderabad and across Bank's branches/offices. The bidder should supply all necessary hardware and software for the required Solution, along with necessary licenses. Further objective expected of Solution is to capture data from continuous streams of network traffic, application servers, databases, web servers, and virtual systems and convert those raw data into easy-to-interpret charts and tables that quantify exactly how the corporate infrastructure (including application, end-user, and network) is being used, by whom, and for what purpose. Supply, delivery, Installation, commissioning, testing, support of NPMD Solution for both (Hardware Solution / /Software Solution / Service / System / License / subscription etc.), migration from existing NPMD solution to new NPMD solution (also referred to as equipment/solution) and its associated accessories as per OEM / Industry best practices architecture and implementation at the Bank's Data Centers located in Mumbai and Hyderabad and across Bank's branches / offices. Technical Features and specifications for NPMD solution is defined in this RFP (Appendix-C). The NPMD solution and its equipment should get integrated with the Bank's existing network / application infrastructure. The bidder will own the

		responsibility of making the solution architecture, implemented and tested as per the ask of the RFP. The bidder will submit a report (Quality Assurance Report) from OEM on correct and complete implementation as per their best practices after the testing and go live of solution.
2.	Description of Deliverables	1. All required brand-new, intact, latest version of equipment / components along with sub-parts / subcomponent shall be delivered at the designated location within 60 days from the date of purchase order. All the equipment / Components shall be commissioned and made production go-live within 120 days from the date of consent for the same from the Bank in the form of project plan approved by the Bank.. 2. The different parts of equipment (Hardware Solution / /Software Solution / Service / System / License / subscription etc.) should be delivered in one consignment only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by the Bank. The movements of their shipment shall be advised to the bank's NI and the Bank, well in advance. 3. The Installation will be deemed as incomplete if any component is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank during acceptance testing / examination. In such an event, the Supply, implementation, and integration will be termed as incomplete and system(s) will not be accepted and accordingly, the warranty period will be extended by the corresponding time. 4. The Bidder further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Bidder, that may develop

		under normal use of the supplied products in the conditions prevailing in India. 5. The Bidder shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Bidder, these guarantees are not attained in whole or in part the Bidder shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. 6. Bidder shall be accountable for OEM responsibilities related to Configuration / Re-Configuration, Testing of the supplied hardware and Software as part of this RFP. 7. OEM Architect / PS Teams should conduct the Design Workshop jointly with bidder and bank's technical teams and provide the Customer Requirement Document. 8. Bidder shall put in place end to end arrangement with OEM to provide support during the entire contract duration. 9. On-site Comprehensive Warranty / AMC: The Comprehensive Warranty / AMC would be on-site and comprehensive in nature and back-to-back support from the OEM. The Bidder shall warrant all the Hardware Solution / /Software Solution / Service / System / licences etc. against defects arising out of faulty design, materials, and media workmanship etc. for a period of 84 months from date of go-live. Required licences should be made available from the day one. 10. Bidder shall arrange the license requirement as per the sizing of the solution specified in the RFP without any additional cost. The provisioning of licenses shall cover all the sections vis, primary site, active-active sites or

		standalone secondary sites etc. all should be provisioned with appropriate licensing as per the sizing. 11. The Bidder will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which this software & operating system will be installed. The Bidder shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport. 12. The Bidder shall arrange to provide 24 * 7 * 365 Highest Level OEM TAC Support during entire contract period starting from Day one, through phone, email & web portal. Bidder is required to submit the details for the process of logging complaints. 13. Bidder shall ensure that all supplies (Hardware Solution / /Software Solution / Service / System / licences etc.) must not be End of Life (EoL) and End-of-Software Support (EoSS) for the entire duration of the contract. In case the OEM has not declared the EoL/EoSS dates for the equipment proposed by the Bidder, the Systems integrator has to submit along with the proposal a letter of undertaking from the OEM on OEM's Letterhead confirming (a) OEM has not declared the EoL/EoSS dates for the equipment under reference as on the date of issue of the letter (which shall be on or after the release date of the Request for Proposal), and (b) the equipment shall not be EoL/EoSS for the entire duration of the contract. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the Bidder has to arrange for the replacement of equipment (Hardware Solution / /Software Solution / Service / System / licences etc.) with equivalent or higher specifications (working in Bank's environment) which will not reach EoL / EoSS for the remaining duration of the contract at no extra

		cost to the Bank. This replacement (Installation and Commissioning-Go-Live) must be completed 3 months before to the date of EoL / EoSS of the current Hardware Solution / /Software Solution / Service / System / licences etc. 14. The equipment shall include all components and subcomponents including Power cables / Network Cables, accessories, Modules, Hardware Solution / /Software Solution / Service / System / licences etc., and any passive components (required for commissioning of the product as a part of Request for Proposal) and shall be supplied by the Bidder from the same OEM at no extra cost to the Bank. If some components are missed out or not properly sized, onus is on the bidder to supply/replace it without any cost to Bank. 15. The Bidder must provide equipment with rack mounting kit to accommodate all components in the rack space provided in the Bank's Data Centre. 16. All necessary entitlement of license for both hardware and software in papers/electronic mode shall be provided to the Bank / Bank's NI and made available from the date of installation. 17.The Bidder shall ensure that during installation, Implementation, configuration etc. of new setup, the existing setup operations should not impact partially or completely. 18. The Bidder's Resource should do device mounting in staging area (or space provided by the bank), power on and Initial configuration of the newly supplied equipment or devices. 19. The Bidder's Resource should do mounting, installation and cabling for new NPMD devices.

		20. The Bidder's Resource has to transfer the devices and related items and their support in the name of the Bank and the same should be visible on the OEMs portal. 21. At any point of time during the Contract period, if the performance of any Hardware Solution / /Software Solution / Service / System / License / subscription etc., procured and supplied under this RFP is found to be not satisfactory as per the Bank's expectation measured in this RFP, then the Bidder and respective OEM shall be responsible to upgrade the Hardware Solution / /Software Solution / Service / System / License / subscription etc., to meet the Bank's expectations at no extra cost to the Bank. 22. The Bidder has to arrange to transfer the Seven-year OEM Warranty / AMC support to Bank / Bank's Network Integrator (NI) and in case of a change in Network Integrator during the contract period, the Bidder shall arrange for transfer of support to the new Network Integrator identified by the Bank. Such transfer shall be done by mutual agreement between the Bidder and Bank's NI within 90 days from the engagement of the new Bank's NI. Warranty / AMC support transfer is required for the convenience for the Bank so that in the event of malfunctioning of any equipment during the period of warranty / AMC, the NI of the Bank will lodge a claim with OEM to seek support. OEM's internal systems shall accommodate such a transfer from the Bidder to NI. Successful Bidder will be informed by NI about details of complaints lodged with the OEM. Successful Bidder to abide by the SLA terms and conditions. 23. Any compromise including but not limited to data leakage, unauthorized access of bank's network / data / information due to any flaw / security loophole etc of the

		solution shall attract penalties on The Bidder as per Request for Proposal Terms. 24. The Solution shall be as per the technical specifications provided in Appendix-C. As the equipment is required to be deployed in the Bank's network, The Bidder must quote a suitable model from their product portfolio that are meant for enterprise category. 25. The Bidder has to provide all necessary hardware and software required to make the equipment work strictly as per technical specifications in Appendix-C in this RFP. The technical specifications specified in this document are minimum and The Bidder can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations. 26. The Bidder has to own the responsibility of making the solution run as desired by the Bank. The Bidder to implement the solution and post successful run, has to handover the active part to the network integrator of the Bank. If some components are missed out or not properly sized, onus is on the Bidder to replace it without any additional cost to the Bank. The Bidder has to design, lay and test the cabling to complete the New Solutions. 27. All products updates, upgrades & patches should be provided by the Bidder / OEM free of cost during contract period. Further, all supplied equipment should have adequate memory, storage, processing power, other components so that the equipment should be able to upgrade and patch the operating system during contract period without any additional hardware requirement such as flash memory, storage etc.

		28. In case Bank plans to shift and deploy the devices at any of the Bank's premises/Data Center located in India, hardware RMA, services of Bidder and OEM shall be available at that location. 29. For any alert raised by the system, Bank's team /Bank's NI support team causing impact on the application functioning, initial Root Cause Analysis (RCA) shall be submitted within six hours from the time of reporting the issue. 30. Final Action Taken Report with detailed RCA should be submitted after corrective measure within 48 hours of the incident. 31. Any custom report as per the requirement of the Bank shall be provided by the Bidder or OEM within 7 days of request raised without any additional cost to the Bank. 32. Knowledge transfer on Resource replacement: In case of replacement of any resource, the Bidder shall ensure sufficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period (not less than 30 days in any case) and training for the incoming resource in order to maintain the continued level of service. 33. Bidder should update the HLD and LLD whenever changes in the network architecture occur or once every year. 34. The technical support requests / tickets / incidents will be raised by NI / Bank directly with the OEM. Bidder has to make necessary arrangements with OEM to be informed about these incidents for tracking the RMA, TAT etc. 35. Bidder has to provide hands-on, in-depth training at OEM's Lab for 10 officials designated by the bank

		followed by yearly refresher training. Also, the intermediate level certification. 36. Bidder has to develop an independent dashboard acting as management dashboard as specified in appendix-c (Technical & functional specification of this RFP). 37. The Warranty/AMC to maintain the dashboard application should be confirmed by the bidder for the entire period of this RFP contract (including any extension of the contract agreed in future) with the dashboard development party/vendor. Other than Infra (like CPU, storage and OS licenses etc.) any other license required for dashboard shall be provisioned by the bidder without any additional cost to the bank. 38. Bidder has to provision for required number of server racks with intelligent PDUs, patch cables and any other active or passive components required to commission the solution as per the RFP. 39. During and immediately after commissioning of new solution as per the RFP terms, security audits as per the bank policies will be conducted. Bidder is responsible to participate and provide all information required during audit. Further closure of observations will be done by bidder. 40. Bidder should submit a monthly declaration on the OS/application version updates, security fixes or bug fixes updates pertaining to implementation of the solution in the bank. The declaration should contain EOL, EOS, version confirmation along with security fix recommendations. 41. If the product is not declared as EOL/EOS (by respective OEM) even after the expiry of this contract then bank may extend the contract for a period at a rates mutually agreed in the 7th year of the existing contract. The cost of AMC

		support should not exceed 12% per annum of software/hardware/support/Licenses cost. 42. Bidder/OEM shall comply with cyber security/data protection policy or any other security recommendation or policy issued by the bank under the scope of the RFP. 43. The central devices will have to be installed on all Data Centres of the Bank and should be sized as per the details mentioned in technical specifications Appendix-C. 44. The Data Centre devices should be in High availability across DC and DR. All central components of the Solution should be in High Availability within the DC and also across DC. 45. All central components to be placed in the DC site should have a dual power supply. 46. Solution should be capable of seamless DC-DR replication without any lag. 47. The Solution must integrate with various systems/ applications in the Bank including but not limited to SOC, ROC, NOC, Command Centre, (PIMS, ITAM, Service Desk, ADS, SSO, ITSM, Splunk (SIEM, Data Management), IBM (InfoSphere), Dynatrace, Hill etc.). 48. The Bank will provide the infrastructure (VMs, CPU, RAM, etc.) to install the NPMD software license based solution within the Bank's private cloud. The Bidder must be responsible for installation, Transition, Implementation, configuration and Maintenance etc in the private cloud. 49. The Bidder has to provide all necessary hardware and software/License required to deploy as per technical specifications in Appendix-C Table 1.1 in this RFP. (Table :1.1 Network Device Monitoring, NetFlow, Application Server VM, Packet Capture Solution and Packet Broker). 50. RMA of devices: Within Four Hours.

3	**Reporting and Dashboard of NPMD solution**	1. The offered NPMD Solution should support at least the following. The detailed technical specifications are mentioned in this RFP document Appendix-C. The solution should have the following: • Solutions should have the capability for network and application visibility, monitoring, analytics, reporting, and troubleshooting. • Provides insight into the performance of all infrastructure and application components involved in service delivery. • Supports Unified Communications & Collaboration service features including call setup/teardown and call quality analysis. • Dashboard, Service, and Traffic Monitors with contextual Session Analysis and Packet Analysis drill-downs. • Real-time proactive alerting notify of problems before they become service impacting, user affecting events. The customizable reporting module provides day-to-day business and operational reports which can be scheduled for daily, weekly, and monthly delivery. • Scalable, enterprise-class architecture supports large scale geographically distributed deployments in physical, virtualized, hybrid, or private cloud-based environments with single pane of glass. • The offered NPMD Solution should be scalable, secure, robust, advanced, flexible, easy to deploy, reliable, built in redundancy and should support distributed architecture along with the 3rd party integrations. 2. The management dashboard as per the appendix-c of this RFP shall be developed, deployed and maintained by the bidder under this contract. The AMC of the dashboard maintenance shall also be

		factored in this proposal without any additional cost to the bank for entire duration of contract. 3. Solution tools include the ability to combine data from disparate monitoring silos and correlate them through log files, hardware statistics and network usage reports collected through both synthetic and real methods, and provide advanced analytics/AIOps/ML features to improve end user experience for the services provided by the Bank's IT. 4. The information is to be displayed in a dashboard that makes it easier for IT professionals to read data logs, which saves them from having to perform memory dependent and error prone manual correlation and analysis. 5. The bank needs a single-pane-of-glass observability solution to provide end-to-end visibility across its its physical, virtual, network, and application infrastructure. The system must aggregate and correlate data from the following: • Packet capture monitoring : Simultaneous Application and network performance monitoring using packet analysis and write-to-disk operations continuously to ensure no data loss during active monitoring, forensic capture, enabling real-time packet capture 24x7 without sampling for full-fidelity data. • Flow monitoring: Flow based (NetFlow, Jflow, IPFIX etc) capture, having potential to capture real-time packets with Deep Packet Inspection (DPI) capability. Analysis of traffic captured at multiple segments using centralized management. • Device health monitoring : Solution poll the network device via SNMP,IPSLA,Telematry, traps, syslogs, and synthetic testing.

		6. The Solution shall be able to monitor the health and performance on the End-user system, Servers and underlying network infrastructure while also providing functional dimensions of digital experience monitoring (DEM). 7. The Solution shall apply data-driven analytics and ML technology to enhance the effectiveness of monitoring. 8. The Solution shall discover network quality which can further help in optimizing the performance and availability of networks. 9. The Solution should help the Bank monitor all the components at all layers for an optimal, application and network delivery and helps to improve the end user experience. The Solution strives to detect and diagnose complex application and network performance problems to maintain an expected level of service. 10. To provide robust NPMD Solution with scalability to meet future needs for monitoring network and application performance, a platform which provides analytics for issue tracking, auto ticketing and predicting issues and integrate with various platforms / application systems in the Bank. 11. **Data Sources:** The Solution should be an end-to-end monitoring Solution that shall have the capability to monitor all the components involved in the application flow, including end-points, network devices at branches and Data Centres and servers (WEB/APP/DB). This shall be achieved by monitoring the following elements at different layers by: • **End Points**: The Solution shall monitor critical transactions of critical applications with respect to the end-point. The information captured shall enable the centralized monitoring team of the Bidder to

		identify if the slowness experienced by the end-user is due to the end-point(s) itself or on account of network-related issues. In either case, the solution should provide the relevant details based on which the distinction can be made and addressed suitably. • **Network devices at all branches/offices**: The Solution shall monitor the health of the networking devices and network links at branches, in addition to capturing the top talkers (flows utilizing max bandwidth) at individual branches. Further, the Solution shall provide this capability without having the need to capture packets from the networking devices at the branches. The Solution should be able to provide this functionality with the use of flows and/or SNMP data from networking devices at branches only. • **Network devices at Data Centres:** The Solution shall have the capability to capture packets from identified locations with respect to the application flow for critical applications to enable the user to extract in-depth information regarding the performance of the transactions. The Solution should provide a mechanism to collect packet capture from multiple sources, aggregating the collected packets and share with their analytics tool for further processing. The Solution should provide mechanism to create baseline with respect to the performance of critical transactions of Bank's applications and also provide customized dashboards to proactively monitor the performance of these transactions. Bank may, during the contract period for which the cost is valid go for additional procurement of devices as per the rate specified in the RFP. • **Monitor health of Network Devices**: The Solution shall provide a mechanism to capture the health of the network devices, including the CPU utilization, memory utilization, up/down status, etc. using SNMP data from network devices. • **Application Monitoring**: The Solution shall provide a mechanism to monitor the performance of

		the crown jewel application server. This shall include monitoring the CPU and memory utilization of the application servers and their respective resource utilization, monitoring the time taken to process individual transactions / DB queries. • **Central Dashboard:** The Solution shall have a central component that shall enable the users of the Solution to have an end-to-end visibility of all the components of their IT infrastructure. The central dashboard will be in Active-Passive setup across DC-DR. 12. The MIS being generated through the Solution should also provide: i. Break-up of critical issues per application ii. Categorization of RCA. 13. Synthetic monitoring plays an important role in identifying availability and network path at a branch location and details of the problem while accessing the application is key. The solution must support service availability & reachability through advanced scripted multi-step web application testing. a) To identify the network path and delay between each hop. b) To provide detailed break up of various delays in the transaction like DNS delay, SSL delay, Application Delay, Server delay, Network delay & client delay. 14. The Solution should have automated capability to monitor End-to-End Transaction in synthetic testing. This should also include the Journey involving 3rd party integrations and merchants. 15. The proposed and deployed Solution should identify the time taken by individual component/application to process the traffic. 16. Intercommunication between different components of NPMD (if any) should happen as per the Bank's security policy.

		17. The solution should provide end-to-end or hop-by-hop network path visibility using VLAN-aware packet processing and NetPath/Path Trace technologies for actionable insights. This includes precise latency measurement, per-segment analysis before & and after firewalls, load balancers, and DDoS mitigation devices, as well as VLAN and port-level mapping for tracking asymmetric routing and port-channels. 18. The solution should monitor all business-critical applications (standard, custom), providing real-time, transaction-level visibility across multi-tier architectures (web, application, database, file-sharing) to capture end-to-end interactions, performance. 19. The Solution should provide Custom Application, Network, Flow based dashboard based on bank requirement 20. The solution should support scalable integration via APIs/Open Telemetry, handling at least 10,000 API calls per minute and multiple concurrent integrations without performance impact. 21. The solution Central Manager/Portal Should efficiently fetch data from multiple connected data source or sensor and reflect into the Dashboard in real time without performance impact. 22. The solution should provide automatic alerting and reflect incidents on the dashboard. These incidents must be prioritized in the ITSM solution based on the criticality of their threshold. 23. The solution should support seamless integration with third-party sources and tools via open RESTful APIs /Open Telemetry for centralized observability.
4.	**Resources and Support (Professional Services/Support)**	
	Professional Services/Support (PS) and Resources	1. Bidder's expert team and OEM's professional services team to be available onsite and own the entire migration from Old NPMD solution installed at Bank's locations with newly supplied NPMD solution but not limited to:

		• Professional Services is required for architecting new solution and for end-to-end migration period till the testing and hand over the project to NI. • Preparation of plan of action (POA) for migration. (Draft to be submitted as part of technical proposal). Final POA to finalized in consultation with the Bank/Bank's NI. • Understand the detailed existing architecture and configuration of existing NPMD and associated devices. • Preparation of (High-Level Design (HLD) and Low-Level Design (LLD)) and submit the details to the Bank within 60 days from Purchase Order Date as mentioned in the Request for Proposal. • Preparation of the Migration plan document. • Preparation of Functional Test Plan document. • Optimization & cleaning (In consultation with the Bank/Bank's NI) of the existing configuration /policies currently running on the Old NPMD devices. • Back-up of existing configuration and policies and restoration to the new appliances. • Necessary clean up and fine tuning of the policies and configuration. • All existing configuration of NPMD, to be reviewed (line-by-line) and optimized for maximum performance using industry / OEM best practices and Bank's guidelines without any additional cost to the bank. • Restoration of all information/database and Configuration file on newly installed OEM's NPMD equipment's.

		• The following documents should be prepared in consultation of OEM by the bidder and should submit the accepted copy to the bank. a.) Solution Design document b.) Final solution document c.) Architecture diagram including High Level Document (HLD) and Low-Level Document (LLD) d.) Traffic Flow Diagram between NPMD solution components, server to NPMD device, server to endpoint, server to any integrated third-party applications etc. e.) Configuration and policies deployment document. f.) "Break the glass" protocol that to be followed during disaster situation. g.) Version/patch upgrade document. h.) server as well as cluster backup/restore document. i.) Asset Register mentioning hardware, software and licensing 2. Deployment of onsite OEM and Onsite bidder resources in the bank premises. • The onsite engineers will be responsible to keep the solution central component running and functioning as per the architecture and configuration finalised by the OEM in discussion with the bank. • The onsite engineers should be deployed at bank's designated locations (in Mumbai or Hyderabad or any other IT centres of the bank). • The bidder should do arrangement of onsite (resident) engineers with market equivalent skilled and experience as L3. The L3 engineer should possess critical skilled like Deep Technical Analysis, Bug Finding, Performance Tuning, Collaboration with Development Teams, Proactive Problem Prevention etc. • One L3 engineer from OEM (NPMD Core solution) (General shift)

		• One L3 engineer (One engineer per shift: Total 3 shift covering 24/7) from bidder should be provisioned under this scope. • Qualification: B.E. / B. Tech/MTech. In any stream Or Master of Computer Applications (MCA). • Minimum Percentage of Marks: 60% (From a University/ Institution/ Board recognized by Govt. Of India/ approved by Govt. Regulatory Bodies). • **Certifications:** • Observability Foundation/Open Telemetry Certified Associate (OTCA) (Linux Foundation)/CompTIA Network+/CCNA/CCNP/CCIE/JCNA/NPM associateand professional certiciation Vendor-specific tool certification Ex. Dynatrace, Riverbed, Solarwind etc. • Experience: Candidates who have 5 years of hands-on experience in managing network of any reputed organization with at least 2.5 years in managing Network Access Control solution. • The onsite resources should have technical and working knowledge in following areas: 1)Core networking expertise: Networking concepts and protocols/Network devices/Network architecture 2)NPMD tool proficiency: a) Data collection: A resource must be skilled in using and configuring various data collection methods, such as SNMP, NetFlow, IPFIX, sFlow, and syslog, to gather performance metrics and traffic flow information. b) Tool administration: Experience is needed to install, configure, and maintain the specific NPMD software being used, such as SolarWinds, Extrahop, Riverbed, Dynatrace, Splunk etc.

		c) Custom dashboards and alerting: Onsite personnel should be able to create custom dashboards and set up intelligent, automated alerts based on predefined thresholds and baselines to provide real-time visibility and notification. d) Reporting: The ability to generate and analyze performance and monitoring reports is necessary to demonstrate value, assist with capacity planning, and provide data for security audits. 3)Diagnostics and troubleshooting: a)Traffic analysis: The resource must be able to use the NPMD solution to analyze traffic patterns, identify bandwidth utilization, and pinpoint "top talkers" on the network. b)Packet capture analysis: The ability to perform and analyze packet captures is necessary for deep-dive diagnostics and forensic investigations into performance issues. c)Root cause analysis: The employee must be able to correlate data from various sources (metrics, logs, traces) to quickly identify the root cause of network degradation or outages and reduce Mean Time to Resolution (MTTR). 4:Broader system knowledge: a)Operating systems: Familiarity with Linux and Windows systems administration is necessary for managing the servers on which NPMD tools run and for monitoring endpoints. b)Cloud environments: As organizations migrate to the cloud, onsite resources must have knowledge of multi-cloud platforms like AWS and Azure to monitor network performance in these hybrid environments. c)IT security: A strong understanding of network security methodologies is needed to use NPMD tools to detect malware and identify other security vulnerabilities based on traffic patterns and anomalous activity. 5) Sound analytical and troubleshooting skills

		6) Good Team Management and co-ordination skills. 7) Fluent in both spoken and written English. Should be able to understand and speak Hindi or any other local language. • The resources shall be proposed to the bank before onboarding under this project. The Proposed candidate shall be interviewed by the bank official and only after their acceptance/confirmation the resources should be deployed. • To perform the feasibility study for any new/modification requirement in policies or configuration in the components of the NPMD solution and submitting reports to the bank in the desired format. • The upkeep and revision of all the documents/manuals as mentioned in scope of work of this RFP should be done by the onsite resources from bidder and OEM jointly during entire contract period. • The workdays for the both Bidder and OEM onsite resources will be the bank's working days. • The resource of OEM should be provisioned in General shifts in the SBI office. The resource of bidder should be provisioned in three shifts (One engineer per shift) (24 hrs. X Bank's working days). • The replacement resource should be provisioned for the OEM and SI provided resources during their personal leave, sick leave or any other kind of absence from the office. • Buffer management: The selected bidder shall ensure and maintain enough provisions of additional manpower for managing the absence of any resources due to whatsoever

		reasons (like company policy, workhour limitations, leave, sickness, recess, interval, training etc.) • In case of any incident in NPMD observed or reported on non-working days shall be intimated by the bank to bidder or OEM should provision and deploy onsite resources to handle such scenarios without any additional cost to the bank.

4.	**Premium (Highest) Level Support (Technical Assistance Center (TAC))**	
	Technical Assistance Center (TAC) (Roles & Responsibilities but not limited to:)	Technical Assistance Center (TAC) team members shall be familiar with SBI architecture and deployment. The OEM engineer who has been assigned the TAC case must be well conversant with the details of Bank's architecture and deployment so that the resolution time of the incident / issue may be minimized. • Highest level of online TAC support from the OEM shall be provisioned for the Bank. The support should be provisioned 24 x 7 x 365 days per year and for the entire contract period. • The Bidder shall ensure that the highest level of Technical Assistance Center (TAC) support from the Original Equipment Manufacturer (OEM) is provided for all components of NPMD solution procured by the Bank under this RFP. Additionally, the same level of TAC support shall be extended to any additional NPMD equipment of the same OEM procured by the Bank during the contract period, without any additional cost to the Bank. • The expected response time from TAC support should be within maximum 15 minutes for each Critical/P 1 Case. • Dedicated senior technical resource or TAM not less than L3 level should be aligned to understand all the

		cases raised with TAC by the bank or bank's NI. The TAM should be available on call should own the case raise with TAC. • The escalation process should be in place for unresolved issues. Escalation matrix (Up to highest level i.e. MD/CEO/CTO/Chairman) for OEM and Bidder should be submitted to the Bank. • OEM and Bidder should have sufficient number of trained support staff to effectively handle Incidents / queries raised by the Bank or Bank's NI. • Other than troubleshooting, the support on configuration validation, configuration fine tuning, new functionality testing or feasibility study etc. shall be covered under the Highest level of support from OEM. • In case of critical days of the bank operations or otherwise declared critical days by the bank, the TAC should be available in standby mode.
6.	Uptime Requirements	100% Uptime for the solution.

Training and certifications:

Sl. No.	Description	Detail
1.	Training & Professional or Expert Level Certification	Bidder has to provision the expert or professional level training on the core product of the solution for 10 officials of the bank in offline mode only. The training should be of OEM level and enterprise level global training module. The training should be relevant to the highest level of certification exam. The cost should be factored as per the line item of indicative price bid of this RFP. Bidder has to provision the expert level certification vouchers for the exam on the core product of the solution for 10 officials

		of the bank. The cost should be factored and mentioned under indicative price bid of this RFP. The voucher generation should be performed by the successful bidder with the discussion and confirmation from the bank. An annual refresher training (online mode) shall be conducted by the bidder for 10 officials designated by the bank during the entire year of contract. The date, time and venue shall be discussed by the successful bidder with the bank and shall be mutually agreed upon before finalization.

Technical Evaluation:

Sl.No	Description	Detail
1	Technical Evaluation	The bidder shall be required to arrange for presentation and demonstration of the features for the quoted models in premises of any of the existing customers of the OEM. Appropriate permissions as required shall be arranged by the Bidder/OEM. All such permissions must be made available within 1 week from the end date of submission of technical bid. If the bidder expects that arranging the required permissions may take longer than one week, the Bidder may initiate the required process well in advance, so as to meet the timelines defined above.
3		The bidder must be able to demonstrate all the major functionalities asked in the RFP in the deployed customers' environment only. Preferably the features must be demonstrated at a single customer premises. If any demonstration asked by the Bank for technical Specification mentioned in Appendix-C of RFP then same should be demonstrated in OEM's LAB environment.

		OEM/Bidder should arrange the same within a week during evaluation phase of the RFP. Lab environment topology must be setup as advised by the Bank for the purpose.
3		In the event of the failure of the demonstration of Technical Specification mentioned in Appendix-C of RFP then the bid submitted by such bidder shall not be considered for any further bid evaluation and will be rejected.
4		Since the demonstration does not cover the challenges of the scale, environment and customization as per the production requirement and hence the same shall not be treated as the full-fledged final product. The Bank will keep evaluating the products and solution with respect to RFP requirement during entire commissioning phase and till the acceptance of the solution.
5		Intimation of date for presentation and demonstration will be conveyed to the eligible bidders by email after bid submission as mentioned in the schedule of events.
6		Successful Presentation and demonstration etc. will be one of the mandatory criteria for further participation of the bidder in the RFP process.

Timelines:

S.No.	Description	Max. Timelines
A	Submission of PBG and Execution of SLA	30 days (From the date of PO)
B	Hardware/Software/License etc Delivery (including all associated accessories) at various locations as specified in respective PO	60 days (From the date of PO)
C	Installation, Configuration, Commissioning, Migration, testing and fine-tuning of new setup and Go Live.	120 days (From the date of consent for the same from the Bank in the form of project plan approved by the Bank.)

PAYMENT SCHEDULE:

S. No.	Activity/Milestone	Payment terms
1	On Delivery of hardware and software/licenses/subscription	40 % of the Cost of Hardware and Software/Subscription/License in arrears.
2	On Successful Installation, Commissioning, Migration, and successful testing and fine-tuning of all the devices up to Go Live including the Professional Support from OEM.	30% of the Cost of Hardware and Software /Subscription/License in arrears.
3	On Closure of all security observation given by the Bank Information Security team till acceptance of solution.	15% of the Cost of Hardware and Software/Subscription/License in arrears.
4	On Production Go-Live	15% of the Cost of Hardware and Software/ Subscription/ License in arrears
5	Comprehensive warranty for Hardware Solution / Software Solution / Service / System supply under this RFP for seven years	Quarterly in arrears.
6	Onsite Resource for both Bidder and OEM (For seven years and shall start from the date of reporting to the office of the bank)	Quarterly in arrears.
7	Training and certificate	On completion of training and certification in arrears.

Appendix-F

Indicative Price Bid

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

Name of the Bidder:

Table A: Cost of Hardware, Software, Installation & Commissioning, Warranty Support for packet capture solution including throughput & storage capacity and any other items required to run the solution as per mentioned in Appendix-C Technical Specification of RFP.

Sr. No.	Item	Quantity	Rate per unit	Total Amount in Rupees	Proportion to Total Cost (in percentage) #
1.	Hardware for NPMD solution for 5760 Gbps Throughput and 54144 TB storage. **Note: (Detailed BOQ to be submitted in Technical Bid during the Bid submission. Also, bifurcation of cost of different Hardware devices to be submitted by L1 bidder as per format given below Table-A.1 Hardware Detail.** **Rate will be valid for seven years and Bank may place**				

	additional 25% order at the discovered rate based on requirement).				
2	Software/Licenses for NPMD solution 5760 Gbps Throughput and 54144 TB storage. **Note: (Detailed BOQ to be submitted in Technical Bid during the Bid submission. Also, bifurcation of cost of different Software/Licenses component to be submitted by L1 bidder as per format given below Table-A.2 Hardware Detail.** **Rate will be valid for seven years and Bank may place additional 25% order at the discovered rate based on requirement).**				
3	Installation, Commissioning, successful testing, migration and fine-tuning of all the				

	devices including Professional Support from OEMs during Integration and Commissioning up to Go Live.	[redacted]			
4	Comprehensive warranty including Premium TAC for Hardware Solution / Software Solution / Service / System/Licenses supply under this RFP for seven years. (Comprehensive warranty must be 12% p.a of cost of Hardware and Software above from Sr No 1 to 2).				
Total (A)					

Note:

1. Bidder will quote the total amount in above table considering capacity of 5760 Gbps Throughput & 54144 TB storage, related software/licenses, installation & commission and warranty support.
2. However, Bank will place the Phase-1 order for 3500 Gbps throughput and 21000 TB storage and remaining capacity in subsequent phase during entire contract period.
3. Phase-1 order cost will arrive based on price breakup submitted by L1 bidder as per Table A.1 and Table A.2.
4. Bank will place the entire order for Table-B, Table-C and Table-D below from day-1.

Table B: Cost of Resources and Training

Sr. No.	Item	Quantity	Total Amount in Rupees	Proportion to Total Cost (in percentage) #
1	L3 resource from OEM Onsite for 7 years (**Detailed breakup to be submitted by L1 bidder as per format given below Table-B).**			
2	L3 resources from Bidder Onsite for 7 years (**Detailed breakup to be submitted by L1 bidder as per format given below Table-B).**			
3	Training and Certification (Cost Should not exceed 0.5% of Total cost of Hardware and Software above from Table-A Sr No 1 to 2).			
Total (B)				

Table C: Packet Broker

Sr. No.	Item	Quantity	Rate per unit	Total Amount in Rupees	Proportion to Total Cost (in percentage) #
1	Hardware for Packet Broker solution.				
2	Software/Licenses for Packet Broker solution.				

3	Installation, Commissioning, successful testing, migration and fine-tuning of all the devices including Professional Support from OEMs during Integration and Commissioning up to Go Live.				
4	Comprehensive warranty including premium TAC support for packet broker supply under this RFP for seven years. (Comprehensive warranty must be 12% p.a of cost Sr No 1 & 2 Table-C above)				
Total (C)					

Table D: Cost for other Software/License and other component to run Solutions as per defined in Appendix-C Technical Specification of RFP.

Sr. No.	Item	Quantity	Rate per unit	Total Amount in Rupees	Proportion to Total Cost (in percentage) #
1	**Other Software / License etc components.**				
Total (D)					

Grand Total (TCO) :

Component	Cost in Rs.
Table A: Cost of Hardware, Software, Installation & Commissioning, Warranty Support	
Table B: Cost of Resources and Training	
Table C: Packet Broker	
Table D: Cost for other Software/License and other component	
Grand Total (TCO) (A+B+C+D)	

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.

#After Reverse Auction, L1 bidder must submit the detailed price breakup within 48 hours and if not submitted then Bank can convert Final L1 price breakup according to Proportion as per price submitted in Indicative Price Bid during bid submission.

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

Breakup of Taxes and Duties

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

Table A.1 Hardware Detail:

S. No	(a) Type Of Device (i.e. Throughput & Storage and any other device	(b) OEM	(c) Make & Model	(d) Capacity of Hardware device (Throughput & Storage capacity and any other device capacity	(e) Hardware Cost	(f) Quantity	(g)=e*f Total cost of Hardware
1							
2							
3							
…							
						Grand Total (A.1)	

Add Line items if required.

Table A.2 Software Detail:

S. No.	(a) Type of Software (i.e. Throughput & Storage and any other device related software)	(b) OEM	(c) Make & Model	(d) Capacity of Software (Throughput & Storage capacity and any other device capacity	(e) Software Cost	(f) Quantity	(g)=e*f Total cost of Software
1							
2							
3							
…							
						Grand Total (A.2)	

Add Line items if required.

Table B: Bidder/OEM Resource Detail

S. No.	(a)Type of resource Level 3	(b) OEM/ Bidder	(c) Cost per resource per year	(d) Number of resources	(e)=c*d*7 Total cost of resource for 7 years
1					
2					
3					
…					
Grand Total (B)					

Name & Signature of authorised signatory

Seal of Company

Illustration

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

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

Appendix -G

Certificate of Local Content

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

Date:

To,

_____
_____
_____

Dear Sir,

Ref.: RFP No. : _____ Dated: _____

This is to certify that proposed _____ <product details> 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.>

Appendix -H

BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

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).

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 Hardware/Software Solution/ Service) (hereinafter referred to as **"Services")** to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

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

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

Rs._____/- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

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

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

NOW THIS GUARANTEE WITNESSETH THAT

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein above:

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

ii. This Bank Guarantee shall be valid upto_____

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

Yours faithfully,

For and on behalf of bank.

Authorised official

Appendix -I

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

Date:

M/s._____

_____

Sub: Certificate of delivery, installation and commissioning

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

   a) PO No._____ dated _____ ___

   b) Description of the Solution _____

   c) Quantity _____

   d) Date of installation_____

   e) Date of acceptance test _____

   f) Date of commissioning _____

2. Details of specifications of Hardware/Software Solution not yet commissioned and recoveries to be made on that account:

   S. No. Description Amount to be recovered

3. The installation and commissioning have been done to our entire satisfaction and staff have been trained to operate the Hardware/Software Solution.

4. Service Provider has fulfilled his contractual obligations satisfactorily

or

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

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Hardware/Software Solution/Services is given under Para No. 2 above.

Signature _____

Name _____

Designation with stamp _____

_____

Appendix-J

Other Terms and Penalties

1. Warranty /AMC for Hardware/Software Components: Onsite comprehensive warranty /AMC for all the hardware/Software components including free replacement of spares, parts, kits as and when necessary, will be 84 **months** from date of installation or 87 **months** from date of delivery, whichever is earlier.

2. During the term of the Contract, The Bidder will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
   (a) Free maintenance services during the contract period. Professionally qualified personnel who have expertise in hardware and system software supplied by the Bidder will provide these services.

   (b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment on 24X7X365 basis. In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the Bidder are required to accomplish their duties beyond their schedule in case of any situation if it warrants. In cases where unserviceable parts of the equipment or equipment itself need replacement, the Bidder shall arrange for such parts / equipment (brand new parts/equipment or those equivalent to new parts/equipment) within 4 hours and replace that, at no extra cost to the Bank, for this purpose the Bidder shall keep sufficient stock of spares at Bank 's premises or at the premises of The Bidder in the same city where Bank Datacenters / Offices are located.

   (c) The maximum response time for a maintenance complaint from the site of installation (i.e., time required for the Bidder's maintenance engineers to report to the specified location after a request call /email is made or letter is written) shall not exceed 20 (Twenty) minutes.

   (d) **Preventive maintenance**: Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, and necessary repair of the equipment) once within every quarter during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Bidder recognizes the Bank's operational needs and agrees that the Bank

shall have the right to require Bidder to adjourn preventive maintenance from any scheduled time to a date and time not later than 30 working days thereafter.

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

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

(g) Bidder shall provide replacement equipment if any equipment is out of the premises for repairs.

3. The Bidder shall ensure that desired full configuration of the equipment is available to the Bank in proper working condition. The solution shall achieve uptime of 100% of the time on a 24x7x365 basis and maximum allowed downtime of 6 Hours for each equipment on quarterly basis.

4. In case of any hardware fault, the replacement should be provided and the Equipment should be put to the production use with mandated load and efficiency within 04 hours.

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

6. Bidder should proactively inform the bank about all engineering changes/updates applicable for hardware solution/Hardware/Software Solution/service/system deployed at the Bank and should make necessary changes therein with the prior approval of the Bank. Bank shall not pay any additional cost for the same.

7. Penalty for the breach:
   At any stage of the contract period, if it is observed that one or more components of the solution have not been implemented as per the functional and technical specifications (defined in Appendix-C, Appendix-E or elsewhere in this document), the selected bidder shall have to rectify the deficiencies at no additional cost to the Bank. However, the Bank reserves right to return the entire Solution after recovering the cost of devices / equipment out of the future payable amount.

The details of penalties are as follows:

Table A- Delivery, Installation and commissioning and maintenance of devices:

S. No.	Description	Penalty for the breach
1.	Delivery of hardware & software within 60 Days from the date of PO at locations specified by the Bank.	In the event of the Hardware & Software not being delivered within 60 days from the date of Purchase Order, a penalty of one (1) percent of the total cost of Hardware & Software for each week or part thereof the delay, subject to the maximum amount of twenty (20) percent of the total value of Hardware & Software will be charged to Bidder. This amount of penalty so calculated shall be deducted at the time of making payments.
2.	Installation, testing, and successful commissioning of devices and Go Live within 120 Days from the date of consent for the same from the Bank in the form of project plan approved by the Bank.	Penalty of two (2) percent of the cost / amount of devices for delay per week or part thereof for which the Installation, testing, and successful commissioning has been delayed beyond the scheduled plan / 120 days from the date of PO, whichever is later; subject to maximum amount of five (5) percent of the total consideration (Total Purchase Order value) will be charged to Bidder.
3.	The OEM has to prepare and submit a Design & Project Plan (containing detailed architectural layout, Management & Monitoring Framework design, Integration Efforts approved by Technology Head or Equivalent of the OEM). Plan has to be clearly formulated	In the event of non-submission of Low-Level Design & Project Plan within 02 months from the date of Purchase Order/Letter of Intent, a penalty of one (1) percent of the Total Cost of Ownership (TCO) for each week or part thereof the delay, subject to maximum amount of five (5) percent of the Total

	with detailed write up on the integration of various components has to be submitted. A document to this effect shall be submitted to the Bank before commencement of Installation. Bidder shall ensure to start this planning well in advance from OEM to ensure timely installation and commissioning.	Cost of Ownership (TCO) / Total Purchase Order value will be charged to Bidder. This amount of penalty so calculated shall be deducted at the time of making payments.
4.	Bank's operations Monitoring shall not be impacted due to malfunctioning / bug-hit in Operating Systems / Software of the NPMD devices / Hardware Solutions / License provided by Bidder and OEM.	In the event of operations impact, Rs.2,00,000/- per Incident.

Table B -RMA Penalty.

S. No.	Description	Penalty for the breach
1.	*RMA of component / equipment / device (Brand New and in working condition) shall arrive within 04 hours.	i. Within Four Hours: No Penalty **After Four Hours:** ii. Delay penalty of Rs. 2,00,000/- per incident and thereafter with an additional penalty of Rs.1,00,000/- per hour for no production impact. iii. Delay penalty of Rs. 5,00,000/- per incident and thereafter with an additional penalty of Rs.2,00,000/- per hour for partial production impact. iv. Delay penalty of Rs. 10,00,000/- per incident and thereafter with an additional penalty of Rs.5,00,000/-

		per hour for complete production impact.
2.	If the device or its components declared unserviceable by OEM during contract period, bidder to ensure replacement with equivalent or higher and compatible component / equipment / device at no cost to the Bank.	150% of the original product cost without upper limit. (The cap of penalty of the Total Purchase Order will not be applicable in this case).
*If bidder desires to keep the RMA spare device, Bank shall provide the space for the same.		

Table C- Onsite Resource Availability from both Bidder and OEM (Leave / Replacement management)

S. No.	**Expected output**	**SLA Terms**	**Penalty in Rs.**
1	Resources should be available on daily basis from date of start of project after Go Live.	Suitable replacement to be provided in case the assigned resources is on leave.	1.5 times the daily amount payable to that particular resource per instance if resource is absent / not available.

Table D – PENALTY FOR Solution DOWNTIME:

Sr. No.	Uptime per Quarter (Solution-combined for both sites)	Penalty
1	100%	Nil
2	If uptime is <100% and upto 99.99%,	Rs. 2,00,000/-
3	If uptime is <99.99% and up to 99.95%,	Rs.5,00,000/-
4	If uptime is <99.95% and up to 99.90%,	Rs.50,000/-

5	If uptime is <99.90	Rs. 14,00,000/- + Rs. 4,00,000/- for every additional downtime of 0.05%. Bank may also forfeit the PBG and/or terminate the contract and/or take any other suitable action.

Sr. No.	Uptime per Quarter (Solution per site, provided that all services are up from alternate site)	Penalty
1	100%	Nil
2	If uptime is <100% and upto 99.99%,	Rs. 50,000/-
3	If uptime is <99.99% and up to 99.95%,	Rs.1,00,000/-
4	If uptime is <99.95% and up to 99.90%,	Rs.2,00,000/-
5	If uptime is <99.90	Rs. 5,00,000/-

Formula for uptime calculation:
Uptime % = ((Total Time – Downtime / Total Time) * 100
Note: All the times mentioned in formula is in hours per quarter

Table E – Penalty on TAC Response:

Milestone	SLA Terms	Penalty for delay (in INR)
Ticket Handling / TAC	Assignment of the ticket/incident, including an engineer assignment within 15 minutes.	Rs.10,000/- per instance for delay of each 30 minutes or part thereof.
Creation of Knowledge base	A knowledge base should be created for each incident, along with RCA. The knowledgebase	Rs.10,000 per week for the delay or part thereof from the date of incident.

	shall be updated with the details of the incident within a week of final RCA submission in Bank's specified format.	

Penalty on Response and Resolution time

Sr. No.	Milestone	SLA Terms	Penalty for delay (in INR)
2	NPMD Operations	**Response Time:**	

Type of Incident/Case	Response Time	Penalties for Response Time
Critical / S1/P1 case: Core NPMD collector crash, Real-time packet loss misreported as 100%, Key matric collector correlation engine disconnected	15 Minutes	Rs. 2000/- per instance per minute of delay or part thereof.
S2/ P2 case : The monitoring failure (false negatives and blind spots) delays the diagnostic process, preventing quick resolution.	30 Minutes	Rs1000/- per instance per minute of delay or part thereof.
S3/ P3 Case :- The failure of the monitoring tool to capture the critical data during the performance degradation	60 Minutes	Rs200/- per instance per minute of delay or part thereof.

		hinders the IT team's ability to quickly and accurately identify the root cause.		
		S4/ P4-Case (NPMD Performance slowness related issues)	60 Minutes	Rs100/- per instance per minute of delay or part thereof.

2.2. Restoration Time

Type of Incident/Case	Restoration Time	Penalties for Restoration Time
Critical / S1/P1 case (Resolution of Core NPMD collector crash, Real-time packet loss misreported as 100%, Key matric collector correlation engine disconnected).	4 Hours	After 4 Hours: Rs.20.00 Lakh per instance of delay plus Rs.50,000/- per minute of delay or part thereof. (Example: If restored after 4 hours 5 mins, then Total Penalty= Rs20 lakh + Rs50,000*5=Rs22.50 Lakhs)
S2/ P2 case (Resolution of The monitoring failure (false negatives and blind spots) delays the diagnostic process, preventing a quick resolution)	8 Hours	After 8 Hours: Rs.10.00 Lakh per instance of delay plus Rs.25,000/- per minute of delay or part thereof

		S3/ P3-Case (The failure of the monitoring tool to capture the critical data during the performance degradation hinders the IT team's ability to quickly and accurately identify the root cause).	120 Hours	After 120 Hours: Rs. 2000/- per instance per minute of delay or part thereof.
		S4/ P4-Case (NPMD Performance slowness related issues).	120 Hours	After 120 Hours: Rs1000/- per instance per minute of delay or part thereof.

Note: -

a. Priority will be assigned and treated as per the urgency of the Bank.

Table F - Training

Milestone	SLA Terms	Penalty for delay (in INR)
Training and Certification	Training should start within two months from the date of issuance of advice by the Bank.	Rs. 10,000 per month for the delay.

Table G – Patch Management:

S. No.	Service level Category	SLA Measurement and failure indicator	Penalty Calculation
1	Security Patch	a. Bidder should continuously monitor the release of critical security patches from the OEM. Any Zero-day vulnerability should be informed to the Bank within three hours, once the vulnerability is discovered in software/services under the scope of this project. OEM should outline the nature of vulnerability, potential impact, and provide workaround within 03 hours.	• No Penalty within three hours • After 3 hours to 24 hours, penalty of Rs.1,00,000/- per vulnerability. • After 24 hours, Rs.2,00,000/- per day per vulnerability.
		b. The patch to mitigate such reported vulnerability should be released to the Bank within 48 Hours.	• No Penalty within 48 hours • After 48 hours to 72 hours, penalty of Rs.1,00,000/- per vulnerability. • After 72 hours, Rs.2,00,000/- per day per vulnerability.
	NPMD Dashboard Patching/update	a. If any patching or fixing is required for the dashboard web/application/database then it should be done withing 30 days of reporting by the bank to the bidder. b. Due to any change in core NPMD component behavior/database, require change in Dashboard web/application/database that should be completed within 30 days of reporting by the bank to the bidder.	• No penalty within 30 days of reporting. • INR 15,000/- per month of delay and part thereof.

Table H – Others Penalty Terms:

Milestone	SLA Terms	Penalty for Breach (in INR)
Scope of Work related	1. Security observations and vulnerabilities highlighted by various audit entities including Bank's security team or any regulatory agencies for the devices covered under Request for Proposal shall be closed by Bidder / OEM within 15 days of reporting the issue.	Rs.10,000/- per vulnerability + 5000/- per additional day of delay and part thereof.
	2. For any alert raised by the system, the Bank's team /Bank's NI support team causing impact on the application functioning. Initial Root Cause Analysis (RCA) shall be submitted within six hours of reporting the issue.	Rs.10,000/- per Incident + 5000/- per additional hour of delay and part thereof.
	3. Final Action Taken Report with detailed RCA should be submitted after corrective measure within 48 hours of the incident.	Rs.1,00,000/- per Incident + 50,000/- per additional day of delay and part thereof.
	4. The availability of updates, security vulnerabilities, etc. shall be brought to the notice of the Bank within three working days from the date of release of the updates.	Rs. 10,000/- per day for every delay after 03 days from the date of release.
	5. The Bidder must design the solution considering the specific requirement mentioned in the Request for Proposal and ensure that no Capacity related issues shall arise during the entire contract period of 5 years. If any capacity issue arises, The Bidder must provide necessary software / hardware without any additional cost to the bank within 15 days of identification of the capacity issue.	Rs. 2,00,000/- per incident +Rs.50,000/- per day of delay and part thereof after completion of the installation and migration process.
Scope of Work related	6. The Bidder / OEM shall ensure that all supplies (Hardware, software, subscription, license etc.) must not be End of Life (EoL) and End-of-Software Support (EoSS) for the entire duration of the contract. However, if for reasons beyond the control of OEM / The Bidder, the EoL / EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of	Rs. 2,00,000/- per incident +Rs.50,000/- per day of delay and part thereof.

	contract period, the Bidder has to arrange for the replacement of equipment (hardware, Software, subscription, license etc.) with equivalent or higher specifications (working in Bank's environment) which will not reach EoL/EoSS for the remaining duration of the contract at no extra cost to the Bank. This replacement must be completed 3 months before the date of EoL/EoSS of the current model.	
Scope of Work related	7. Any compromise including but not limited to data leakage, unauthorized access to bank's network / data / information, due to any flaw / security loophole etc. of the solution shall attract penalties on Bidder as per Request for Proposal Terms.	Rs. 5,00,000/- per incident
Scope of Work related	8. Non-compliance of any of the terms and conditions, specified in this Request for Proposal not covered above.	Penalty will be levied as per Request for Proposal, however, if no penalty has been specified then all pending and future payments will be stopped until compliance is achieved. No interest will be payable whenever such Payments are released.

NOTE:

- All these Liquidated Damages will run concurrently.
- Overall Quarterly Penalties are capped to 20% of the total quarterly invoice to be submitted as per RFP. Base invoice amount to calculate the penalty percentage will be original amount as per RFP and subsequent price breakup. Any truncated services leading to reduced invoicing cannot be reckoned for this purpose.

Appendix-K

Service Level Agreement

AGREEMENT FOR _____ [1]

BETWEEN

STATE BANK OF INDIA, _____ [2]

AND

_____ [3]

Date of Commencement : _____ [4]

Date of Expiry :_____

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

Contents

1 DEFINITIONS & INTERPRETATIONS 151
2 COMMENCEMENT & TERM 153
3 SCOPE OF SERVICES 153
4 REPRESENTATIONS AND WARRANTIES 154
5 RESPONSIBILITIES OF THE BANK 156
6 RESPONSIBILITIES OF SERVICE PROVIDER 156
7 CONFIDENTIALITY 158
8 RELATIONSHIP BETWEEN THE PARTIES 161
9 SUB-CONTRACTING 161
10 LIQUIDATED DAMAGES 163
11 BANK GUARANTEE & PENALTY 163
12 FORCE MAJEURE 164
13 INSPECTION AND AUDIT 165
14 FEES, TAXES DUTIES & PAYMENTS 166
15 GENERAL INDEMNITY 167
16 TERMINATION 169
17 LIMITATION OF LIABILITY 171
18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS 172
19 DISPUTE RESOLUTION 173
20 GOVERNING LAW & JURISDICTION 173
21 SEVERABILITY 173
22 POWER TO VARY OR OMIT WORK 174
23 ENTIRE AGREEMENT 175
24 NOTICES 175
25 MISCELLANEOUS 176
ANNEXURE-A 178

AGREEMENT

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

Between

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

And

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

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

RECITALS

WHEREAS

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

(ii) _____;

(iii) _____; and

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

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

1 DEFINITIONS & INTERPRETATIONS

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

1.1.1 **"The Bank"** shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. < *Strike of whichever is not applicable*>

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

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

1.1.4 **"Intellectual Property Rights"** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights &moral rights; (b)

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

Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

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

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

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

1.2 **Interpretations:**

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

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

supplemented or replaced in the manner envisaged in the relevant documents or agreements.

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

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

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

2 COMMENCEMENT & TERM

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

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

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

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

3 SCOPE OF SERVICES

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

[7] The Agreement should clearly define what services are to be availed/ activities are to be outsourced including appropriate service and performance standards. Please use separate Annexure/ Schedule, if required for specifying the detailed work flow and details of Services/ tasks to be undertaken by Service

3.1.1 _____

3.1.2 _____

3.1.3 _____

3.1.4 _____

4 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance testing, maintenance, warranty, etc.

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

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

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

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

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

4.2.6 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

4.2.7 _____[8]

5 RESPONSIBILITIES OF THE BANK

5.1 Processing and authorising invoices

5.2 Approval of information

5.3 _____[9]

6 RESPONSIBILITIES OF SERVICE PROVIDER

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

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

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

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

6.5 The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of

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

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

Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

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

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

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

  Subsequently, Software OEM/Owner/Vendor should provide the Common Security Advisory Framework (CSAF) advisory, which includes detailed information about the vulnerability, such as a description, affected product versions, severity assessment, recommended mitigation steps etc.
- Software OEM/Owner/Vendor will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever.

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

6.8 _____[10]

7 CONFIDENTIALITY

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

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

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

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

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

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

Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

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

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

7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

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

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

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

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

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

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

8 RELATIONSHIP BETWEEN THE PARTIES

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

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

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

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

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

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

9 SUB-CONTRACTING

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

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

(i) Sub-Contracting is not permitted. However, Bank may permit sub-contracting on case-to-case basis at the sole discretion of the Bank. If permitted, the Service

Provider shall carry out its standard due diligence process on sub-contracting/ sub-contractor.

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

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

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

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

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

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

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

10 LIQUIDATED DAMAGES

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

11 BANK GUARANTEE & PENALTY

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

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

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

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

11.5 If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As

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

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

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

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

12 FORCE MAJEURE

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

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

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

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

13 INSPECTION AND AUDIT

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

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

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

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

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

14 FEES, TAXES DUTIES & PAYMENTS

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

14.1.1 _____[12]

14.1.2 _____

14.2 All duties and taxes (excluding13_____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service

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

Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ <*insert tax payable by the Bank*> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

14.3 Payments

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

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

15 GENERAL INDEMNITY

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

agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

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

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

16 TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 LIMITATION OF LIABILITY

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

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

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

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

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

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

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

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

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

personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS

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

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

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

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

19 DISPUTE RESOLUTION

19.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement, if any, or in discharge of any obligation arising out of this Agreement and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

19.2 Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

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

20 GOVERNING LAW & JURISDICTION

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

21 SEVERABILITY

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or

unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

22 POWER TO VARY OR OMIT WORK

22.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

23 ENTIRE AGREEMENT

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

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

23.2.1 This Agreement;

23.2.2 Annexure of Agreement;

23.2.3 Purchase Order No._____ dated _____; and

23.2.4 RFP

24 NOTICES

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

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

24.3 Address for communication to the Parties are as under:

24.3.1 To the Bank

_____

_____

24.3.2 To Service Provider

_____

_____

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

25 MISCELLANEOUS

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

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

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

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

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

25.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or

any other written communication with any other party, without the prior written consent of the Bank.

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

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

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

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

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

WITNESS:

1. 1.

2. 2.

ANNEXURE-A

(Please provide details of applicable penalties)

ANNEXURE-B

FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Sr.	Data Field	Details
1	Component Name	
2	Component Version	
3	Component Description	
4	Component Supplier	
5	Component License	
6	Component Origin	
7	Component Dependencies	
8	Vulnerabilities	
9	Patch Status	
10	Release Date	
11	End of Life (EOL Date) Date	
12	Criticality	
13	Usage Restrictions	
14	Checksums or Hashes	
15	Executable Property	
16	Archive Property	
17	Structured Property	
18	Unique Identifier	
19	Comments or Notes	
20	Any Other Relevant Data	
21	Author of SBOM Data	
22	Timestamp	

Guidance notes on filling the SBOM format above:

1. **Component Name**: The name of the software component or library included in the SBOM.
2. **Component Version**: The version number or identifier of the software component.

3. **Component Description**: A brief description or summary of the functionality and purpose of the software component.
4. **Component Supplier**: The entity or organization that supplied the software component, such as a vendor, third-party supplier, or open-source project.
5. **Component License**: The license under which the software component is distributed, including details such as the license type, terms, and restrictions.
6. **Component Origin**: The source or origin of the software component, such as whether it is proprietary, open-source, or obtained from a third-party vendor.
7. **Component Dependencies**: Any other software components or libraries that the current component depends on, including their names and versions.
8. **Vulnerabilities**: Information about known security vulnerabilities or weaknesses associated with the software component, including severity ratings and references to security advisories or CVE identifiers.
9. **Patch Status**: The patch or update status of the software component, indicating whether any patches or updates are available to address known vulnerabilities or issues.
10. **Release Date**: The date when the software component was released or made available for use.
11. **End-of-Life (EOL) Date**: The date when support or maintenance for the software component is scheduled to end, indicating the end of its lifecycle.
12. **Criticality**: The criticality or importance of the software component to the overall functionality or security of the application, often categorized as critical, high, medium, or low.
13. **Usage Restrictions**: Any usage restrictions or limitations associated with the software component, such as export control restrictions or intellectual property rights.
14. **Checksums or Hashes**: Cryptographic checksums or hashes of the software component files to ensure integrity and authenticity.
15. **Executable Property**: Attributes indicating whether a component within an SBOM can be executed.
16. **Archive Property**: Characteristics denoting if a component within an SBOM is stored as an archive or compressed file.
17. **Structured Property**: Descriptors defining the organized format of data within a component listed in an SBOM.
18. **Unique Identifier**: A unique identifier is a distinct code assigned to each software component, structured as

    "pkg:supplier/OrganizationName/ComponentName@Version?qualifiers&subpath," aiding in tracking ownership changes and version updates, thus ensuring accurate and consistent software component management.

19. **Comments or Notes**: Additional comments, notes, or annotations relevant to the software component or its inclusion in the SBOM.
20. **Any Other Relevant Data:** Any other data related to the component may be incorporate herein. Additional rows may be added, if need be.
21. **Author of SBOM Data**: The name of the entity that creates the SBOM data for this component.
22. **Timestamp**: Record of the date and time of the SBOM data assembly.

XXXXX

Appendix -L

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 the Service Provider appoints any Sub-Contractor (if allowed) then the Service Provider

may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. 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**

(h) 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.

(i) 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.

(j) 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

(k) 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-M

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-N

Format for Submission of Client References

To whosoever it may concern

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

Name & Signature of authorised signatory

Seal of Company

Appendix-O

PRE CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

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

And

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

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price

in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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

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

1. **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other B1DDERs.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. **Commitments of BIDDERs**

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

furtherance to secure it and in particular commit itself to the following:

2. 2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.

2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt

practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

5. **Sanctions for Violations**

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

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum

and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

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

6. **Fall Clause**

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

and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. **Independent Monitors**

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

Shri Satyajit Mohanty IPS (Retd.) satyajitmohanty88@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	For BIDDER
Name of the Officer.	Chief Executive Officer/
Designation	Authorised Signatory
Office / Department / Branch	Designation
State Bank of India.	

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-P

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR
NAME OF HARDWARE/SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT AND PROVIDE SUCH HARDWARE/SOFTWARE SOLUTION/ SERVICES AS ARE SET OUT IN THE RFP NO.SBI:xx:xx DATED dd/mm/yyyy

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to develop, implement and support _____(name of Hardware/Software Solution/ Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

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

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

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

6. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs._____/- (Rupees _____ Only)

b) Our liability under these presents shall not exceed the sum of Rs._____/- (Rupees _____ Only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.

f) Unless a claim or suit or action is filed against us on or before____(date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee

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

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

Notwithstanding anything contained hereinabove:

(a) Our liability under this Bank Guarantee shall not exceed Rs……./- (Rupees …….only)

(b) This Bank Guarantee shall be valid upto …….

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……

Yours faithfully,

For and on behalf of

_____

Authorized official of the bank

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

Appendix–Q

Undertaking of Authenticity

To:

(Name and address of Procuring Office)

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

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

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

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

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

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

Dated this ..... day of 202

_____

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

Duly authorised to sign Bid for and on behalf of

_____

Appendix- R

MANUFACTURERS' AUTHORIZATION FORM

No. Date:

To:
(Name and address of Procuring Office)

Dear Sir:

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

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

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

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

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

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

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

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

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

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

Yours faithfully,

(Name of Manufacturer / Producer)

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

Appendix–S

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

Date:

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

Sub: Certificate of delivery, installation and commissioning

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

(a) PO No. ._____ dated _____

(b) Description of the Product _____

(c) Quantity _____

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

(e) Date of installation _____

(f) Date of commissioning _____

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

S.No.	Description	Amount to be recovered

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

4. Service Provider has fulfilled his contractual obligations satisfactorily.

or

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

(a)

(b)

(c)

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

Signature _____

Name _____

Designation with stamp _____

_____

Appendix-T

Left Blank

Appendix-U

FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK

Sr.	Data Field	Details
1	Component Name	
2	Component Version	
3	Component Description	
4	Component Supplier	
5	Component License	
6	Component Origin	
7	Component Dependencies	
8	Vulnerabilities	
9	Patch Status	
10	Release Date	
11	End of Life (EOL Date) Date	
12	Criticality	
13	Usage Restrictions	
14	Checksums or Hashes	
15	Executable Property	
16	Archive Property	
17	Structured Property	
18	Unique Identifier	
19	Comments or Notes	
20	Any Other Relevant Data	
21	Author of SBOM Data	
22	Timestamp	

Guidance notes on filling the SBOM format above:

23. **Component Name**: The name of the software component or library included in the SBOM.
24. **Component Version**: The version number or identifier of the software component.
25. **Component Description**: A brief description or summary of the functionality and purpose of the software component.
26. **Component Supplier**: The entity or organization that supplied the software component, such as a vendor, third-party supplier, or open-source project.
27. **Component License**: The license under which the software component is distributed, including details such as the license type, terms, and restrictions.
28. **Component Origin**: The source or origin of the software component, such as

whether it is proprietary, open-source, or obtained from a third-party vendor.

29. **Component Dependencies**: Any other software components or libraries that the current component depends on, including their names and versions.
30. **Vulnerabilities**: Information about known security vulnerabilities or weaknesses associated with the software component, including severity ratings and references to security advisories or CVE identifiers.
31. **Patch Status**: The patch or update status of the software component, indicating whether any patches or updates are available to address known vulnerabilities or issues.
32. **Release Date**: The date when the software component was released or made available for use.
33. **End-of-Life (EOL) Date**: The date when support or maintenance for the software component is scheduled to end, indicating the end of its lifecycle.
34. **Criticality**: The criticality or importance of the software component to the overall functionality or security of the application, often categorized as critical, high, medium, or low.
35. **Usage Restrictions**: Any usage restrictions or limitations associated with the software component, such as export control restrictions or intellectual property rights.
36. **Checksums or Hashes**: Cryptographic checksums or hashes of the software component files to ensure integrity and authenticity.
37. **Executable Property**: Attributes indicating whether a component within an SBOM can be executed.
38. **Archive Property**: Characteristics denoting if a component within an SBOM is stored as an archive or compressed file.
39. **Structured Property**: Descriptors defining the organized format of data within a component listed in an SBOM.
40. **Unique Identifier**: A unique identifier is a distinct code assigned to each software component, structured as

    "pkg:supplier/OrganizationName/ComponentName@Version?qualifiers&subpath," aiding in tracking ownership changes and version updates, thus ensuring accurate and consistent software component management.
41. **Comments or Notes**: Additional comments, notes, or annotations relevant to the software component or its inclusion in the SBOM.
42. **Any Other Relevant Data:** Any other data related to the component may be incorporate herein. Additional rows may be added, if need be.
43. **Author of SBOM Data**: The name of the entity that creates the SBOM data for this component.
44. **Timestamp**: Record of the date and time of the SBOM data assembly.

Appendix-V

Undertaking by OEM

(To be submitted by OEM)

Letter Ref No – Date –

To,
The Deputy General Manager
Network Technology Department
1st Floor, "D" Wing, Ground Floor,
State Bank Global IT Centre, Sector 11,
C.B.D. Belapur, Navi Mumbai – 400614
India

Dear Sir,

Ref: RFP No :

We, who are established and reputable manufacturers / producers of _____having factories / development facilities at (address of factory / facility) and proposing _____software & related solution and services as a part of this procurement to the Bank to _____, do hereby undertake that the Hardware/Software Solution, service and system in any form whatsoever, proposed to be supplied to the Bank, in case we get selected for the same –

1. Shall always be free from spyware, malware etc. from us in any form whatsoever.
2. Shall never communicate on its own with any system in any form whatsoever, within or outside the Bank, unless it is configured for the same by the Bank.

Yours Faithfully,

(Name of Manufacturer/producer)
Signature of authorized officials of OEM company's seal-

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

Appendix-W

PROFORMA FOR COMPLIANCE CERTIFCATE TO BE ISSUED BY THE OEM AFTER SUCCESSFUL INSTALLATION AND COMMISSIONING OF THE HARDWARE SOLUTION, HARDWARE/SOFTWARE SOLUTION, SERVICE, SYSTEM

Date:

M/s._____

_____

Sub: **COMPLIANCE CERTIFCATE FOR PRODUCTS SUPPLIED AGAINST PURCHASE ORDER:xx Dated dd/mm/yyyy**

Ref: RFP No:

1. (OEM), have provided our (product type) products to State Bank of India (SBI) , through our authorized partner(Partner Name).(OEM) confirms that the (Product type) have been deployed by adhering (OEM'S) best practices which are consistent with industry practices and the (product type) will function as per specified design. We also confirm that Post – Deployment Review has been conducted and the findings are inline with the specified design and performance parameters as per the RFP.

2. (OEM) confirms that the (Product type) has undergone necessary stress / performance tests with full load and the reports are attached along with this certificate.

Signature _____

Name _____

Designation with stamp _____

_____

Appendix-X

Abbreviation

Sr. No.	Short Form	Full Form / Abbreviation
1	NPMD	Network Performance Monitoring and Diagnostics
2	DPI	Deep Packet Inspection
3	SNMP	Simple Network Management Protocol
4	IPFIX	Internet Protocol Flow Information Export
5	sFlow	Sampled Flow
6	NetFlow	Network Flow
7	J-Flow	Juniper Flow
8	ERSPAN	Encapsulated Remote SPAN
9	RSPAN	Remote SPAN
10	SPAN	Switched Port Analyzer (Local SPAN)
11	VXLAN	Virtual Extensible LAN
12	GRE	Generic Routing Encapsulation
13	GTP	GPRS Tunnelling Protocol
14	L3 GRE	Layer 3 Generic Routing Encapsulation
15	MAC-in-MAC	MAC-in-MAC Encapsulation
16	VLAN	Virtual Local Area Network
17	QoS	Quality of Service
18	DSCP	Differentiated Services Code Point
19	CoS	Class of Service
20	SLA	Service Level Agreement
21	EURT	End-User Response Time
22	RTT	Round-Trip Time
23	SRT	Server Response Time
24	DTT	Data Transfer Time
25	RTCC	Real-Time Correlation Chart
26	NTP	Network Time Protocol
27	SHA256	Secure Hash Algorithm 256-bit
28	SD-WAN	Software-Defined Wide Area Network
29	ACI	Application Centric Infrastructure (Cisco ACI)
30	WAN	Wide Area Network
31	LAN	Local Area Network
32	ML	Machine Learning

33	AI	Artificial Intelligence
34	AIOps	Artificial Intelligence for IT Operations
35	RCA	Root Cause Analysis
36	MTTR	Mean Time to Resolve
37	ITSM	IT Service Management
38	SIEM	Security Information and Event Management
39	APM	Application Performance Management
40	ADM	Application Dependency Mapping
41	TLS	Transport Layer Security
42	SSL	Secure Sockets Layer
43	MITM	Man-in-the-Middle
44	KMS	Key Management Service
45	HSM	Hardware Security Module
46	PII	Personally Identifiable Information
47	SPDI	Sensitive Personal Data of Individuals
48	MOS	Mean Opinion Score
49	VoIP	Voice over Internet Protocol
50	SIP	Session Initiation Protocol
51	RTP	Real-time Transport Protocol
52	CIFS	Common Internet File System
53	SMB	Server Message Block
54	HTTP	Hypertext Transfer Protocol
55	HTTPS	Hypertext Transfer Protocol Secure
56	DNS	Domain Name System
57	LDAP	Lightweight Directory Access Protocol
58	FTP	File Transfer Protocol
59	RDP	Remote Desktop Protocol
60	SQL	Structured Query Language
61	MSSQL	Microsoft SQL Server
62	IIS	Internet Information Services
63	WMI	Windows Management Instrumentation
64	IP SLA	IP Service Level Agreement
65	UPI	Unified Payments Interface
66	EIS	Enterprise Information System
67	YONO	You Only Need One (SBI App)
68	CBS	Core Banking System
69	SaaS	Software as a Service
70	IaaS	Infrastructure as a Service
71	NSX	VMware Network Virtualization and Security

72	NSX-T	VMware NSX Data Center for Multi-Cloud
73	ESXi	VMware ESXi Hypervisor
74	vCenter	VMware vCenter Server
75	Hyper-V	Microsoft Hyper-V
76	KVM	Kernel-based Virtual Machine
77	OpenStack	Open-Source Cloud Computing Platform
78	Kubernetes	Container Orchestration Platform
79	Nutanix	Hyperconverged Infrastructure Platform
80	AWS	Amazon Web Services
81	GCP	Google Cloud Platform
82	Azure	Microsoft Azure
83	EKS	Elastic Kubernetes Service (AWS)
84	AKS	Azure Kubernetes Service
85	VPC	Virtual Private Cloud
86	VNet	Virtual Network (Azure)
87	MPLS	Multiprotocol Label Switching
88	P2P	Point-to-Point
89	RAID	Redundant Array of Independent Disks
90	PCAP	Packet Capture
91	BPF	Berkeley Packet Filter
92	RBAC	Role-Based Access Control
93	SSO	Single Sign-On
94	SAML	Security Assertion Markup Language
95	OAuth	Open Authorization
96	MFA	Multi-Factor Authentication
97	TACACS+	Terminal Access Controller Access-Control System Plus
98	RADIUS	Remote Authentication Dial-In User Service
99	AD	Active Directory
100	LDAP	Lightweight Directory Access Protocol
101	AAA	Authentication, Authorization, and Accounting
102	IPMI	Intelligent Platform Management Interface
103	BMC	Baseboard Management Controller
104	QSFP	Quad Small Form-factor Pluggable
105	Gbps	Gigabits per second
106	Tbps	Terabits per second
107	JSON	JavaScript Object Notation
108	CEF	Common Event Format
109	LLDP	Link Layer Discovery Protocol

110	CLI	Command Line Interface
111	GUI	Graphical User Interface
112	API	Application Programming Interface
113	REST	Representational State Transfer
114	XML	Extensible Markup Language
115	CSV	Comma-Separated Values
116	PDF	Portable Document Format
117	HTML	Hypertext Markup Language
118	RTF	Rich Text Format