

STATE BANK OF INDIA
ITS DEPARTMENT. LOCAL HEAD OFFICE, POOJAPPURA,
THIRUVANANTHAPURAM -695 012

CENTRALIZED ANNUAL MAINTENANCE CONTRACT FOR COMPUTER HARDWARE & PERIPHERALS INSTALLED IN BRANCHES AND ADMINISTRATIVE OFFICES & LOCAL HEAD OFFICE OF STATE BANK OF INDIA THIRUVANANTHAPURAM CIRCLE FOR A PERIOD OF ONE YEAR LIMITED TENDER

RFP / EOI REFERENCE NO	: RFP/ITS/2020-2021 /1
DATE OF RFP/EOI DOCUMENT	: 06/05/2020
DATE OF TENDER PUBLISHING	: 13/05/2020
PRE-BID MEETING	: 20/05/2020 15.00 Hours
DATE OF CLOSING (TECHNICAL BID)	: 04/06/2020: 16:00 Hours
DATE OF OPENING (TECHNICAL BID)	: 06/06/2020: 11:00 Hours
NATURE OF TENDER	: STATE BANK OF INDIA LIMITED TENDER
	: AMONG EMPANELLED VENDORS ONLY

ISSUED BY	ASSISTANT GENERAL MANAGER (ITS)
	ITS DEPARTMENT
	STATE BANK OF INDIA
	LOCAL HEAD OFFICE
	POOJAPPURA P O
	THIRUVANANTHAPURAM 695012

CONTACT NUMBERS: Tel : 0471 – 2192210, 245 , 250

Email ID : agmits.lhotri@sbi.co.in / cmhwits.lhotri@sbi.co.in

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The RFP/Expression of Interest (EOI) document can be downloaded from Bank website
<https://bank.sbi> → SBI in the news → Procurement news

STATE BANK OF INDIA LHO POOJAPURA
THIRUVANANTHAPURAM 695012
सूचनाप्रौद्योगिकीसेवाओं Information Technology Services

Tender No.: RFP/ITS/2020-21/1 Dated 06.05.2020



CENTRALIZED ANNUAL MAINTENANCE CONTRACT FOR COMPUTER HARDWARE & PERIPHERALS INSTALLED IN BRANCHES AND ADMINISTRATIVE OFFICES & LOCAL HEAD OFFICE OF STATE BANK OF INDIA THIRUVANANTHAPURAM CIRCLE FOR A PERIOD OF ONE YEAR

PART 1: INVITATION TO BID

The State Bank of India (hereinafter referred to as SBI / Bank) is having one of its Local Head Offices at Thiruvananthapuram, Kerala and other offices and branches in Kerala State and Lakshadweep/ Mahe in order to meet the requirements of maintenance of its hardware assets at various branches / offices situated in various places across Thiruvananthapuram Circle of the Bank proposes to invite Request For Proposal (RFP) from eligible vendors (hereinafter referred to as "Bidder"), who are empanelled by the Bank to undertake Annual Maintenance Contract of computer hardware & peripherals as per details listed in this document. The Tender is restricted only to the vendors already empanelled by the Bank.

The Tender Process for Administrative Offices will be in sealed price bid system – On-line Submission of Technical Bid and Price Bids

The Tender Process for LHO will be in Reverse Auction system – On-line Submission of Technical Bid and Reverse Auction

The Bidding Document can be downloaded from the Bank's Website <https://bank.sbi> and from the website <https://etender.sbi> of M/s e-Procurement Technologies Ltd, the e-Procurement service provider for the Bank to conduct e-tender process. The vendor(s) are not permitted to authorize their dealers / stockists etc. (including individuals and third party firms / companies) to either collect or submit the tender related documents on their behalf.

Vendor(s) are NOT permitted to provide AMC services through Franchisees / Sister Concerns.

Please note that all the required information needs to be provided. Incomplete information may lead to rejection of the bid.

Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.

The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or re-issue this RFP and all amendments will be advised to the bidders and the same will be binding on them.



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SCHEDULE OF EVENTS

Bid Document availability	Bid document can be downloaded from website from 13/05/2020
Last date for downloading tender documents from website	04/06/2020
Last date for requesting clarifications (optional)	Upto 5 pm on 20/05/2020. All communications regarding points / queries requiring clarifications shall be given in writing to the Asst. General Manager (ITS) or by e-mail agmits.lhotri@sbi.co.in or cmhwits.lhotri@sbi.co.in .
Clarifications to queries raised to be provided	On or before 5 p.m. on 22/05/2020
Last date for submission of Tender	On or before 16.00 Hrs on 04/06/2020
Date of On-line Opening of Technical Bid	The Technical Bid will be opened on-line at 11 AM.on 06/06/2020 -at the cabin of Assistant General Manager (ITS), ITS Department, LHO, Poojapura, Thiruvananthapuram 695012. Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendors' representatives. Kindly note to depute only such personnel from your company, who are empowered and competent to commit the technical / commercial terms and conditions as laid down by the Bank.
Date of submission of on-line Indicative Price Bid	10 a.m. to 6 p.m. (Tentative Date is 10/06/2020) For Administrative offices
Date of Reverse Auction	This will be communicated to such bidders who qualify in the Technical Bid for LHO (Tentative date is 12/06/2020)

ANNEXURE OF THE TENDER DOCUMENT

Replacement Value of the Computer Hardware and Peripherals	Annexure A
Indicative count of Hardware available at LHO	Annexure B
Summary of branches/ offices covered in AOs/ LHO (Separate Document)	Annexure C
Technical Bid – Compliance Letter	Annexure D
Technical Bid – List of existing service support centers	Annexure E
Format of AMC Agreement – for Branches & Administrative Offices / LHO	Annexure F
Satisfactory performance certificate for the Administrative office for which the vendor prefer to bid (to be submitted for each AO) as referred in para 3.2.3.	Annexure G

List of branches and administrative offices is enclosed as Annexure C. Modifications in the list of branches and administrative offices, if any, shall be done by the respective AO head DGM.

Submission of Bids/Tender Documents:

The response to the Tender Notification will be submitted by way of two stage bidding process. The Technical Bid with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will be submitted online through M/s



e-Procurement Technologies Ltd., Ahmedabad, the agency approved by Bank for e-tendering on the website <https://etender.sbi>

EMD has to be submitted along with tender documents

The Bidder shall furnish, as part of its Bid, EMD, as detailed below:

Sl. No.	Particulars	EMD Amount
A	Vendors quoting 6 AOs and LHO	Rs.1,00,000/-
B	Vendors quoting 3 AOs and LHO	Rs.50,000/-
C	Vendors quoting 1 AOs and LHO	Rs.25,000/-

The vendors will have to upload the duly signed and scanned tender document along with scanned copy of EMD (Demand Draft or Banker's Cheque) as part of technical bid. **ONLY ONE TECHNICAL BID NEED TO BE SUBMITTED/UPLOADED FOR THE ENTIRE OFFICES FOR THE AO THE VENDOR PREFER TO BID.** The vendors shall submit bid for the area for which they are empanelled.

The tender document is not required to be sent to us in hard copy. The Technical Bid with relative brochures must be submitted online, latest by 16.00 hours on 04/06/2020. Please ensure that all the documents are attached while submitting/uploading the tender.

Earnest Money in the form of Demand Draft or Banker's Cheque in favour of "State Bank of India" drawn on any Bank in India should be sent to us in the following address or it should be handed in person to the following address before the stipulated last date of submission of the tender. EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD shall be rejected. No interest will be paid on the EMD. EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract. EMD of successful tenderer will be retained as a part of security deposit.

**THE ASSISTANT GENERAL MANAGER (ITS), ITS DEPARTMENT,
STATE BANK OF INDIA, LHO, POOJAPURA, THIRUVANANTHAPURAM – 695 012.**

The original EMD should be put in a separate envelope super-scribing "TENDER NO. RFP/ITS/2020-21/1 DT. 06.05.2020– EMD".

The vendors are requested to note that they cannot make their on-line submission after the time stipulated above and no extension of time will be permitted for submission of bid.

The bidders are requested to note that it is mandatory to have a valid Digital Signature Certificate issued by any of the valid certifying authority approved by Govt. of India and compatible to the portal of our service provider to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact our service provider (M/s e-Procurement Technologies Ltd.) (advisable to add the contact number and e mail id of authorized person of M/s e-Procurement Technologies Ltd.).



- Tenders submitted after due date or after the stipulated time of the Due Date or incomplete in any respect are liable to be rejected.
- The Technical Bid submitted on-line will be opened as per schedule of event given above.
- Only the Vendor/Bidder, whose Technical Bid is found to be valid will be qualified to participate in the e-procurement Reverse Auction process.
- If short-listed after scrutinizing the Technical Bid, the vendor will have to participate in submission of Indicative Price Bid as per the schedule of event (i.e., **from 10 a.m. to 6 p.m. on 10/06/2020** tentative through the portal of the service provider, M/s e-Procurement Technologies.
- Price bid / Reverse Auction will be conducted by M/s e-Procurement Technologies Ltd. (the Company selected by the Bank for conducting e-procurement **reverse** auction process), dates of which will be communicated to the qualified vendors. Short-listed vendors will be trained by e-Procurement Technologies Ltd., for this purpose, and they should abide by the e-business rules framed by the Bank in consultation with e-Procurement Technologies Ltd.
- The necessary Tender Documents are attached in the form of Annexure.

PART 2: DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their 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 in this RFP and wherever necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.



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PART 3 – INSTRUCTIONS FOR BIDDERS (IFB)

A. INTRODUCTION

3.1 Broad Scope of Work:

3.1.1 Repair and maintenance services (Annual Maintenance Contract – AMC) of computers and hardware and related system software upgradation at various branches / offices situated across the Circle. The count of hardware requiring AMC is given in annexure. List of all computer hardware and peripherals of all the AOs will be provided by the bank. Items may be added or deleted during the course of AMC as and when required by the Bank, at its sole discretion.

3.2 Eligibility Criteria

a. Technical Bid:

3.2.1 The tender is restricted to the vendors who are in the empanelled list of State Bank of India Thiruvananthapuram Circle. Technical Bids will be opened on-line and scrutinized by the Procurement Committee constituted for the purpose.

3.2.2 Vendors should submit all the documents duly completed in all respects, as listed in item No. 3.6.1.

3.2.3. The Bidder must produce a satisfactory performance certificate from any Offices/branches of Public Sector / Government Organization / Financial Institution / Reputed Public Limited Company / Large Corporates from the area of the AO for which the Bidder participates. This is part of Technical Bid. This certificate is a must for qualifying the bidder for the respective AO for bidding and subsequent acceptance for the item-wise L1 rates.

b. Indicative Financial Bid:

3.2.4 Those vendors who qualify in the Technical Bid should submit Indicative Price Bid on-line as per the schedule of event given above. The indicative financial Bids should be submitted/uploaded item-wise. Bank reserves the right to use or not to use such indicative prices in fixing the start bid price for Reverse Auction. Bank may choose independent market enquiries for arriving at the start bid price. On the basis of submitted indicative financial bid, Bank will arrive at item wise L1 rates. Bank will issue letters to vendors for seeking acceptance of Item-wise L1 rates arrived from indicative financial bid submitted by vendors. The bidders willing to accept L1 rates will be pre-qualified for maintenance of hardware assets at various branches / offices of State Bank of India in the State of Kerala, Lakshadweep and Mahe (UT). All bidders accepting the L1 rates should sign an agreement accepting the Terms and conditions mentioned in ANNEXURE F.

3.2.5 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.



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B.THE BIDDING DOCUMENTS

3.3 Documents constituting the Bid

3.3.1 The Bidding Documents include:

A	Part 1	Invitation to Bid (ITB)
B	Part 2	Disclaimer
C	Part 3	Instruction for Bidders (IFB)
D	Part 4	Terms and Conditions of Contract (TCC)
E	Part 5	SLA Terms and Conditions
F	Part 6	Bid Forms, Price Schedules and other Forms

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

3.4 Clarification / Amendment of Bidding Document

3.4.1 Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail (agmits.lhotri@sbi.co.in / cmhwits.lhotri@sbi.co.in) indicated in the Schedule of Events.

3.4.2 Pre-Bid meeting is scheduled 4-5 days after publication of tender (20/05/2020 15.00 Hrs).

3.4.3 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of Bids.

3.4.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on the Bank's website.

3.4.5 All Bidders must ensure that such clarifications / amendments have been considered by them before submitting the Bid. Bank will not take responsibility for any omissions by bidder.

3.4.6 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.4.7 In order to enable bidders' reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.(if so the extended date shall be duly notified in the Bank's and in website of M/s e-Procurement Technologies Ltd., Ahmedabad ,i.e, <https://etender.sbi>. (Contact: **Ms.Priyanka 079-68136815/6824 M: +91 9879996111; priyanka@auctiontiger.net**)

3.4.8 The Bank shall have a quarterly review with the vendor about the services and the vendor has to submit the quarterly report along with IT asset stock.



3.4.9 The scope and nature of the work which service provider has to provide to the Bank is as follows:

1. During the term of this agreement the service provider agrees to maintain the equipment in working order with a view to ensure business continuity of SBI and for this purpose will provide the following repair and maintenance service.
2. The Service provider shall correct any faults and failure in the equipment and shall repair and replace worn or defective parts of the equipment during the period SBI Branch/Office work for keeping its records up to date.
3. In case where unserviceable parts of the equipments need replacement the service provider shall replace such parts(which excludes parts relating to all printers(head, printer band, plastic parts, hammer assembly, sprockets, carriage blocks, fuser assembly, Teflon sleeve, power chords) and all other parts(not enumerated as exception hereunder) at no extra cost to SBI with brand new part or those equivalent to new parts in performance provided that if the service provider is required to replace consumables, being printer toner, magnetic tape reels, cartridges, cassettes, network patch cord which will incur an additional charge.
4. The service provider shall provide list of all the critical spares in general and following items in particular of standard quality, kept exclusively for SBI and also ensure and maintain sufficient stock of the same on an ongoing basis at the identified / designated service centre / Bank's premises mutually agreed to between SBI and Service Provider and ensure that the faulty spares are immediately replaced at the time of Preventive maintenance or at the time of system breakdown and the computer system is made operational without any delay.

SI No	Spares, Parts	Quantity	To be placed at AO / RBO
1	HDD, SMPS, DAT DRIVE, SAS CONTROLLERS	1 each for every 10 branches	RBO
2	Monitor, VGA card	1 each for every 5 branches	RBO
3	NIC Cards	2 per 15 nodes	RBO
4	Node, Mother Boards as per existing configuration	1 per 200 nodes	RBO
5	Printer Heads	1 per every 10 branches	RBO
6	Printer Interface Cards	1 per every 20 branches	RBO
7	CD/DVD Drives	1 per every 20 branches	RBO
8	RAM CHIPS Memory 2 per every 100 nodes	Sufficient Quantity	RBO
9	Mouse , Keyboard	4 per 100 nodes	RBO
10.	FMS (Free)	One resident Engineer each for each RBO/AO and three resident Engineer for LHO	RBO/AO/LHO
11.	FMS charges	Per call	

5. The service provider will be responsible for the insurance of aforesaid items spares. The stock of spares kept by the Service Provide at agreed location will be inspected periodically by authorized Bank officials / Branches / Officers.



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6. Though there is no insistence on keeping Server/ PCs / printer (all types), as spare, the service provider must maintain a minimum number to replace the defective ones whenever the rectification is likely to take more than 4 hours' time duration.
7. All repair and maintenance services described herein shall be performed by qualified maintenance engineers thoroughly familiar with the equipment deployed at Centres / branches / offices
8. The service provider shall ensure that engineer conversant with software as well as hardware solution (including computer hardware, printers, LAN, internet, intranet, windows, anti-virus, Linux, Sco Unix etc)

3.4.10 SCOPE OF WORK – ANNUAL MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS

The core AMC activities will include:

1. The bidder will ensure to physically engage and station at office premises, at least one/more qualified Hardware-software Service Engineers depending upon the volume of work at the premises. The Service engineer should be available in office timings (09.00 AM to 06:00 PM) on all working days of the Bank in Kerala.

The Service engineer should be skilled expertise personnel in the following fields:

(i) Good knowledge in Microsoft Windows and Linux/Unix Operating systems. The Engineer should have minimum qualification of Diploma in Electronics / Computer Science with 3 years' experience or an Engineering Graduate with 2 years' experience.

(ii) Engineer should be able to handle issues relating to LAN connectivity of Servers/Nodes/Thin Clients (Identify the fault is due to the Hardware failure or Network related issue).

(iii) Engineer should be able to handle issues relating to Operating Software support including Active Directory Services and installation / updating of Antivirus for Windows/ Linux/Unix Operating Systems and OS Patch updating and Drivers for printers/scanners.

(iv) Engineer should be able to handle issues relating to all types of computer hardware and peripherals such as Printer/Scanner/Webcams/Projectors etc. and configuring all types of printer functionality e.g. Passbook printer/IOI printers/Laser Printer/Multi-Function Printer as well as all types of scanners, Browser and proxy configuration in Workstation/PCs.

(v) Engineer should be able to handle different types of e-mail regarding client related issues.

(vi) Engineer shall also co-ordinate with third party vendors in case of issues relating with Thin Clients / Desktop Computers, Servers, Scanners and Printers which are already under Warranty / AMC with different Vendors.

(vii) Ensuring intact of the hardware configuration details like RAM /Hard Disk etc.

2. The bidder shall provide Operating Software support with reference to installation of Operating Systems with patches (Windows and Linux), Word processing Software, MS Office, Email Clients, antivirus, etc. must be in case, any problem reported by the user. The A.M.C service engineer shall also provide assistance to users in installing the various OS/AV patches and in taking proper backup copies of the same wherever recommended / required.



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3. If required, services may be extended beyond the working hours as well as on Saturday/ Sunday and Holidays to complete the task with prior intimation to the department.
4. In case of hard disc failure / Formatting & re-installation of system, it would be the responsibility of vendor/AMC service provider to retrieve the data to whatever extent possible and to ensure the functionality of the hardware.
5. Maintain sufficient spares and replacement of spares within the stipulated time limit.
6. Arrange standby system / peripherals to ensure uptime/availability.

The Scope of Facility Management Services will include:

1. Coordination with the actual supplier of the hardware, until proper functioning by the hardware/ Scanner/PCs/Printers/Scanners/Storage etc., for systems under Warranty.
2. Coordination with Data Cabling Vendors for LAN & Dimension Data for WAN and smooth functioning of the branch.
3. Video Conferencing service (coordination with the supplier) on demand.
4. Loading of specific OS/AV patches for meeting exigencies per node basis.
5. Installation/Configuration of any Bank supplied software as per the requirement of branches/CPCs / Admin offices.
6. The bidder shall provide all assistance at the time of shifting, relocation, installation of the computer systems and its peripherals.

C.PREPARATION OF BIDS

3.5 Language of Bid

- 3.5.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents shall be in English.

3.6 Documents Comprising the Bid

- 3.6.1 Technical Bid should contain the following documents:

Sl. No.	Document	Annexure
1	Technical Bid Compliance letter	Annexure D
2	Complete list of existing service support centers of the vendor	Annexure E
3	Authority Letter authorizing the signatory to sign the bid documents on behalf of the company/firm.	In the Bidders Letter head
4	Replacement value of the items	Annexure A
5	Format of AMC Agreement – for Branches & Administrative Offices / LHO	Annexure F



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6	Satisfactory performance certificate for the AO for which the vendor prefer to bid(to be submitted for each AO for bidding in the AO)as referred in para 3.2.3	Annexure G
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The Tender Documents should be completed in accordance with the clauses in the Bid and duly signed by the Bidder and stamped with the official stamp of the Bidder (Authorization letter authorizing representative to bid and make commitments on behalf of the Bidder is to be attached, (in case if the document is being executed by representative of the bidder)).

3.6.2 While uploading the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/lot. The other papers like scanned copy of EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature.

3.6.3 Any Technical Bid not containing the documents as stated in 3.6.1 and 3.6.2 above shall be rejected.

3.6.4 The Technical Bid should NOT contain any price information. Indicative Price Bid should be uploaded separately as stated in para 3.2.3.

3.7 Price Bid & Reverse Auction:

3.7.1 Price Bid should be AO wise Item wise (Items mentioned in Annexure A) after scrutiny of on-line Technical Bid. The price should not exceed 6% of the replacement value of the respective items and should not be below 5% of the replacement value.

3.7.2 Reverse Auction will be conducted for LHO after scrutiny of on-line Technical Bid. Business Rules for Reverse Auction will be communicated to the vendors who have qualified in the Technical Bid through email.

3.8 Bid Prices & EMD

3.8.1 Prices are to be quoted in Indian Rupees only.

3.8.2 Prices quoted should be exclusive of all taxes.

3.8.3 For the LHO (LHO), the price quote should be on a package basis i.e., should quote total value of the contract, AOs-wise. The item-wise Price Break-up should be submitted to the Bank within 48 hours of closing of reverse auction. The item wise price should not be unreasonably low so that it will be practically impossible for the vendor to provide quality work and service and as such any quote which is less than 4 % of the replacement value of the respective items shall be treated as unreasonably low and will be rejected summarily.



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3.8.4 The Bidder shall furnish, as part of its Bid, EMD, as detailed below:

Sl. No.	Particulars	EMD Amount
a	Vendors quoting 6 AOs and LHO	Rs.1,00,000/-
b	Vendors quoting 3 AOs and LHO	Rs.50,000/-
c	Vendors quoting 1 AOs and LHO	Rs.25,000/-

3.8.5 EMD has to be remitted by Demand Draft or Banker's Cheque or directly transferred to Account no 4897932042823 the name of Asst General Manager (OAD) ,LHO, Poojappura – Branch Code: 04282 - IFSC Code: SBIN0004282 – Please mention your company name – AMC 2020-21 in the narration column. Bidder should attach the proof of remittance

Exemption of EMD: The bidders who furnish a valid and current MSME Registration Certificate or / and NSIC certificate can be exempted from EMD.

3.8.6 Any bid submitted without EMD as above will be rejected by the Bank as non-responsive.

3.8.7 The EMD of unsuccessful Bidders shall be returned without any interest immediately after the tender process.

3.8.8 The successful Bidder's EMD will be discharged within three months after the date of expiry of contract.

3.8.9 The EMD towards performance security obtained at the time of tender can be forfeited in full or part at any of the undernoted situations at the sole discretion of the Bank under intimation to the company without assigning any reasons besides terminations of the services of the company.

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) in the case of a successful Bidder, if the Bidder
 - i) fails to sign the Contract;
 - ii) Non-compliance of any of the terms and conditions stipulated in the AGREEMENT requiring the Bank to invoke the penalty of more than 20 %of AMC payable in Quarter.
 - iii) Non-placement of qualified and experienced Engineers at Bank's Site and /or Engineers on the move stipulated in the Tender
 - iv) Non-keeping the required spares at locations mutually agreed.



3.9 Period of Validity of Bids

3.9.1 Bids shall remain valid for a period of 12 months from 01.07.2020 for branches and administrative offices / LHO. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.9.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity.

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

3.10 Submission of Bids/Tender Documents:

The response to the Tender Notification will be submitted by way of two stage bidding process. The Technical Bid with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will be submitted online through M/s e-Procurement Technologies Ltd., Ahmedabad, the outsourcing agency approved by Bank for e-tendering on the website <https://etender.sbi>.

The vendors will have to upload the duly signed and scanned tender document along with scanned copy of EMD (Demand Draft, Banker's Cheque or proof of remittance into our Current Account) as part of technical bid. **ONLY ONE TECHNICAL BID NEED TO BE SUBMITTED/UPLOADED FOR THE ENTIRE AOs OR FOR THE AOS THE VENDOR PREFER TO BID.** The vendors shall submit price bid for the area for which they are qualified/empanelled.

The tender document is not required to be sent to us in hard copy. The Technical Bid with relative brochures must be submitted online, latest by 16.00 hours on 23/05/2020. Please ensure that all the documents are attached while submitting/uploading the tender.

The vendors are requested to note that they cannot make their on-line submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

The original EMD should be sent to the Bank in the following address or it should be handed over in person to the said official at Bank Local Head office at Poojapura before the stipulated last date of submission of the tender.

**THE ASSISTANT GENERAL MANAGER (ITS),
ITS DEPARTMENT, STATE BANK OF INDIA,
LOCAL HEAD OFFICE, POOJAPURA
THIRUVANANTHAPURAM – 695 012.**

The original EMD (DD or BG) should be put in a separate envelope super-scribing "TENDER NO. RFP/ITS/2020-21/1 DT.06.05.2020 – EMD".



The vendors are requested to note that they cannot make their on-line submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

The bidders are requested to note that it is mandatory to have a valid digital Signature issued by any of the valid certifying authority approved by Govt. of India and compatible to the portal of our service provider to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact our service provider (M/s e-Procurement Technologies Ltd.).

Tenders submitted after due date or after the stipulated time of the Due Date or incomplete in any respect are liable to be rejected.

The Technical Bid submitted on-line will be opened as per schedule of event given above.

Only the Vendor/Bidder, whose Technical Bid is found to be valid will be qualified to participate in the e-procurement Reverse Auction process.

If short-listed after scrutinizing the Technical Bid, the vendor will have to participate in submission of Sealed Bid / Indicative Price Bid or for Reverse Auction as per the schedule of event (i.e., from **10 a.m. to 6 p.m. on-10/06/2020 and/or 12/06/2020** through the portal of the service provider, M/s e-Procurement Technologies.

Online Price bid / e-Reverse Auction will be conducted by M/s e-Procurement Technologies Ltd. (the Company selected by the Bank for conducting e-procurement reverse auction process), dates of which will be communicated to the qualified vendors. Short-listed vendors will be trained by e-Procurement Technologies Ltd., for this purpose, and they will have to abide by the e-business rules framed by the Bank in consultation with e-Procurement Technologies Ltd.

3.11 Deadline for Submission of Bids

3.11.1 Bids must be uploaded in the website of the service provider specified above, not later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

3.11.2 In the event of the specified date for submission of bids being declared as holiday for the Bank, the bids will be received up to the appointed time on the next working day.

3.11.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

D. OPENING AND EVALUATION OF BIDS

3.12 Opening of Technical Bids by the Bank

3.12.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details, at the discretion of the Bank, will be announced at the time of technical Bid opening.



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HEAD OFFICE

3.13 Preliminary Examination

3.13.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.13.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

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

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

3.14 Technical Evaluation

3.14.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

3.14.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including verification of documents relating to KYC (Know Your Customer) and visit to vendor's office.

3.14.3 Bank will evaluate the technical and functional specification of all the equipments quoted by the Bidder.

3.14.4 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. 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 post bid clarification at the initiative of the bidder shall be entertained.

3.15 Price Finalization by Price Bid and Reverse Auction

3.15.1 Only those Bidders who qualify in Technical evaluation would be shortlisted for Price Bid / Reverse Auction. Indicative Price Bids to be uploaded by the short-listed vendors on the portal of the service provider as per the schedule of event. Business Rules for Reverse Auction, Procedure etc. will be advised separately to the shortlisted vendors.

3.15.2 The vendor should quote price Item-wise for AOs. The item wise price should not be unreasonably low so that it will be practically impossible for the vendor to provide quality work and service and as such any quote which is less than 5 % of the replacement value of the respective items shall be treated as unreasonably low and will be rejected summarily.

3.15.3 The vendor should quote price in the Reverse Auction on package basis i.e., should quote the total value of the contract, for LHO (LHO). The L 1 vendor should advise the Bank bifurcation of price of individual items within 48 hours from closure of Reverse Auction. Please note that price break-up for individual items should not be unreasonably low so that it will be practically impossible for the vendor to provide quality work and service and as such any quote which is less than 4 % of the replacement value of the respective items shall be treated as unreasonably low and will be rejected summarily.



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3.16 Contacting the Bank

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

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

3.17 Award Criteria

3.17.1 The Bank will award the Contract to the successful Bidder/s who has/have been determined to qualify to perform the Contract satisfactorily, and whose Bids been determined to be responsive, and is the lowest Bid through Price Bids / Reverse Auction.

3.17.2 The evaluation of bids/quotes will be identified on the basis of itemwise L1 rate for each AO.

- Item-wise(L1) rate with bidder/vendor will be determined and subsequent acceptance for the rates will be obtained from the qualified bidders. The decision of Bank in allotment of AO to bidder/vendor will be final and binding on all the participating bidders/vendors.

3.17.3 The evaluation of bids/quotes will be identified on the basis of L1 for LHO.

- L1 bidder/vendor will be determined on the basis of the lowest quote obtained through reverse auction.
- The decision of Bank in allotment of AO to bidder/vendor will be final and binding on all the participating bidders/vendors.
- If the L1 vendor fails to carry out support services as per the AMC initially or during the course of AMC period, the same will be entrusted to L2 at the L1 rate.

3.17.4 Final allotment of Branches will be done by AO on the basis of previous performance of services by the vendors on best rating criteria. AO will select top performing vendors.

3.18 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 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.

3.19 Notification of Award

3.19.1 The Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

3.19.2 The notification of award will constitute the formation of the Contract. The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.



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3.19.3 Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder. On awarding AMC for an AO to the vendor, vendor is required to verify the list of assets provided by the Bank by actually visiting the branches / offices and confirm correctness immediately before commencement of AMC. The vendor should identify and exclude defective / non-working / unserviceable equipments from the AMC with the consent of the Branch / Office Head. Assets under warranty period will take effect under AMC immediately after expiry of warranty period, on pro-rata AMC Rate. Any addition or deletion of assets from the list should be documented.

3.19.4 Preferably the vendor should have and maintain call logging in a Help Desk /Service Desk Software. The vendor may be required to maintain centralized call logging for Branches/Administrative Offices. Branches / offices may make direct calls to engineers posted at identified locations / moving engineers / your team leader /call centre for seeking the support for resolution of the problems connected with AMC.

3.20 Signing of Contract:

3.20.1 Standard AMC Agreement attached to the Tender Document is to be signed by the Vendor at all AOs. The vendor has to bear all expenses / cost including stamp duty applicable for such AMC Agreement to be signed with the Bank. In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

3.21 Submission of Performance Guarantee: The successful vendor should submit Performance Guarantee equal to amount of 10% of the Total AMC charges to the DGM, AOs at the time of execution of AMC agreement.

3.22 Posting of Resident Engineer and Field Engineers at AOs: One qualified engineer should be posted in each AO/RBO and to be stationed at the place provided by the bank. Keeping of stock of spares will be with the Resident Engineer or RBO. Proper inventory should be maintained for the stock. In addition to the above one Field Engineer to be posted for every 20 branches or part thereof for each AO/RBO. The Field Engineers thus posted must be qualified and experienced in the field of activity.

Resident Engineers for LHO – Local Head Office: Three Resident Engineers to be posted at Local Head Office (LHO). One engineer must be a senior and expert in handling all types of peripherals/Printers.

3.23 Miscellaneous

3.23.1 Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART - 4. TERMS AND CONDITIONS OF AMC (TCC)

4.1 Definitions: In this Contract, the following terms shall be interpreted as indicated:

4.1.1 "The Bank" means State Bank of India.

4.1.2 "The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;



4.1.3 "Vendor" is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.

4.1.4 "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

4.1.5 "The Equipment" means all the hardware / software and / or services which the Vendor is required to maintain under the Contract;

4.1.6 "The Services" means maintenance of hardware and other such obligations of the Vendor covered under the Contract;

4.1.7 "TCC" means the Terms and Conditions of Contract contained in this section;

4.1.8 "The Project" means maintenance of computer hardware services for a period of 12 months.

4.1.9 "The Project Site" means various branches / offices of the State Bank of India where the equipment is to be maintained.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Payment Terms

4.2.1 Payment shall be made in Indian Rupees quarterly, in arrears by Branches / RBO / AO / LHO.

4.3 **Contract Amendments:** No variation in or modification of the terms of the contract shall be made, except by written amendment, signed by both the parties.

4.4 Termination for Default

4.4.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

- (a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

- (b) If the Vendor fails to perform any other obligation(s) under the Contract.

4.4.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

4.5 Force Majeure



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4.5.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

4.6 Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

4.7 Termination for Convenience: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

4.8 Resolution of Disputes:

4.8.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.8.2 If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, then the matter may be referred to the court of law. *The parties irrevocably submit to the exclusive jurisdiction of the civil courts of THIRUVANANTHAPURAM for the determination of disputes arising under or in connection with this agreement.*

4.9 Governing Language: The governing language shall be English.

4.10 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction at Thiruvananthapuram.

4.11 Addresses for Notices

4.11.1 The following shall be the address of the Bank:

Bank's address for notice purposes:

THE ASSISTANT GENERAL MANAGER (ITS)
ITS DEPARTMENT, STATE BANK OF INDIA,
LOCAL HEAD OFFICE, POOJAPURA THIRUVANANTHAPURAM 695012

4.12 Taxes and Duties



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4.12.1 The Vendor will be entirely responsible for all applicable taxes like GST, Central / State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, road permits, service tax, etc. in connection with delivery of products and services at site including incidental services and commissioning.

4.12.2 Income / Corporate Taxes in India: The Vendor 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 Vendor shall include all such taxes in the contract price.

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

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

4.13 Vendor's obligations

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

4.13.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location here services are to be rendered.

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

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

4.13.5 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

4.13.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.13.7 Local Laws, Acts, Regulations

The vendor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition) Act of 1970 and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

i) Minimum Wages Act, 1948 (Amended)



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- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act 1960
- x) Any other Central or/and State Act or enactment relating thereto and rules framed there under from time to time.

4.13.8 If the Vendor fails to provide maintenance services as agreed during the period of AMC, Bank Official executing the Agreement will serve one months' written termination notice to the Vendor specifying any such failure and may award the AMC to another Vendor already executing AMC in any of the AOs. In such circumstances, the Vendor is entitled to pro-rata payment after adjusting penalty if any. The Bank shall retain the right to recover from the Vendor the damages suffered due to the negligence of the Vendor or its personnel.

4.14 This Tender Document form part of the AMC Agreement and all the terms and conditions given above also are binding on the Vendor.



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ANNEXURE A

REPLACEMENT VALUE OF COMPUTER HARDWARE & PERIPHERALS
(Indicative List)
(Additions in the list may be made with the approval of competent authority)

Sl. No.	Item	Replacement Value
1	Branch Server	1,30,000.00
2	Desktop PCs	32,000.00
3	Dot Matrix Printer (DD Printer)	10,000.00
4	Passbook Printer	17,000.00
5	Laser Printer	9,000.00
6	Laser Printer – Multifunction	13,000.00
7	Flat Bed Scanner	3,000.00
8	Desktop PCs new system under Warranty	28,250.00
9	Desktop warranty system ;Application, Device installation and connectivity level support for systems under warranty after the first installation @ rate at per annum	
10	FMS rate for installation of applications for any new project rollout per branch with less than 15 nodes (one instance)	
11	FMS rate for installation of applications for any new project rollout per branch with greater than 15 nodes (one instance)	
12	Minimum AMC amount for one resident engineer placing in house at LHO\AO\RBO	
13	Agreeable to L1 rate	



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GENERAL CONFIGURATION OF BRANCH SERVERS/DESKTOP PCs/CBS NODES/THIN CLIENTS AND PERIPHERALS

BRANCH SERVER

1No. x (Intel Quad Xeon E3 1220, 3.10 GHz, 8 MB L3 Cache) or Higher OR 1 No. x (AMD Eight Core Opteron 3380 2.6 GHz, 8 MB L3 Cache) or Higher

2 Nos. x (450 GB 10K RPM SA Drive) or Higher (on RAID 1), Hot Swappable Disk

Integrated /Add-on SAS RAID Controller with support for RAID 1

16X Double Layer, Model Certified for MS Windows OR 16xDVD-RW with writing feature disabled 2Nos. PCIe Gigabit (100/1000 Mbps) Ethernet Cards on board

Min 2 Nos. of PCI / PCle slots Min 1 Serial, 2 x RJ45 Ethernet, 3 USB ports, 1 VGA

18.5" TFT Colour Monitor or Higher/Better (TCO 05 certified) TFT Monitor, Keyboard and Mouse should be of same OEM 104 Keys normal Keyboard, Optical Scroll Mouse with pad 80 (+2) efficiency Server Grade and dual redundant power supply

Make: HP/HCL/ACER/Fujitsu/Dell/IBM etc.

DESKTOP PCs / CBS NODES

Intel Core TM i3-3220 Processor (3.3 GHz, 3 MB Cache) 3rd Generation or Higher

OR AMD A8-5500 Processor (3.2 GHz, 4 MB Cache) or Higher

INTEL H61 Express Chipset or Higher OR AMD 55 FCH Series Chipset or Higher

500GB SATA HDD at least 7200 RPM or Higher DVD Drive ROM Drive

4GB (2X2GB), DDR3 – 1600 MHz RAM, expandable to 8 GB or more with minimum 2 DIMM slots

18.5" TFT Colour Monitor or Better (TCO 05 Certified) 104 Keys normal Keyboard

(Minimum). Optical Scroll Mouse 10/100/1000 MBPS NETWORK INTERFACE CARD

Minimum 1 Serial, 1 Parallel, 4 USB Ports

INTEL BASED - Windows 8 Professional 32/ 64-bit license or Higher (Down gradable to Windows 7 with IE 11) OR AMD BASED - Windows 8 Professional 32-bit license or Higher (Down gradable to Windows 7 with IE 11)

Model: Zenith / HCL / ACER / PCS/Chirag/Gateways / HP / Wipro etc.

Printer model: SAMSUNG, HP, CANON, RICOH, BROTHER

LIST OF COMPUTERS, SERVERS AND PERIPHERALS IN LHO

Desktop Computers	: 299
Desktop (Warranty)	: 177
Multi-function Printers	: 24
Laser printers	: 198
Servers	: 15 (storages 5, Server 10)



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ANNEXURE – C

SUMMARY OF BRANCHES / OFFICES COVERD IN AOs/ LHO

Items	Trivandrum	Kollam	Kottayam	Ernakulam	Thrissur	Kozhikode	LHO
Servers	1	0	0	2	0	0	15
Desktop PCs	2139	1575	1893	1948	1908	1920	299
DD Printer	253	222	270	263	341	300	0
Passbook Printer	398	379	491	367	492	472	0
Laser Printer	568	566	743	531	655	502	198
Multi Func Printer	352	201	269	239	294	219	24
Flat Bed Scanner	77	82	68	272	74	96	0
Warranty PC	612	438	924	740	750	1830	177



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BID FORM (TECHNICAL BID)

Technical Bid : Compliance Letter

To be submitted on the Letter Head of the Vendor& to be uploaded

Date: _____

To:

THE ASSISTANT GENERAL MANAGER (ITS)
STATE BANK OF INDIA
ITS DEPARTMENT, LOCALHEAD OFFICE,
POOJAPURA, THIRUVANANTHAPURAM-695 012

Dear Sir,

Ref: RFP /ITS/2020-21/1-DT 06.05.2020

We have examined the 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 maintain the equipments detailed in **Annexure –B (count of assets)** ,as per the terms and conditions spelt out in the RFP. We confirm that all the terms & conditions mentioned in the RFP Documents are acceptable to us.

We submit the following by uploading the same into the portal of M/s e-Procurement Technologies Ltd.:

Sl. No.	Document	Annexure No.	Vendor's Compliance YES / NO
1	Technical Bid Compliance Letter	Annexure D	
2	Complete list of existing service support centers	Annexure E	
3	Authority Letter authorizing the signatory to sign the bid documents on behalf of the company/firm	Xx	
4	Replacement value of the assets	Annexure A	
5	Format of AMC Agreement – for Branches and Administrative Offices / LHO	Annexure F	
6	Satisfactory service certificate for each AOs wherever the vendor prefer to bid as referred in para 3.2.3	Annexure G	



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We submit Technical Bid for the following AOs:
(Please refer para 3.1.1. for selecting AO and mark the AO clearly)

AO	Area covered under the AOs	Vendor's Compliance YES NO	
THIRUVANAN ATHAPURAM	Branches & Administrative Offices as per Annexure C		
KOLLAM	Branches & Administrative Offices as per Annexure C		
KOTTAYAM	Branches & Administrative Offices as per Annexure C		
ERNAKULAM	Branches & Administrative Offices as per Annexure C		
THRISSUR	Branches & Administrative Offices as per Annexure C		
KOZHIKODE	Branches & Administrative Offices as per Annexure C		
LHO	Local Head Office and Other Offices under LHO		

2. 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.
- Quotes submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
- The quotes 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 hereby certify that no terms and conditions have been stipulated in Price Bids.*
- Will ensure placement of Resident Engineers at AOs locations and also Field Engineers as required complying with the requirement clause of AMC Agreements as per allotment of AOs to us before commencement of AMC. Details of engineers posted, support service centers and escalation matrix with name, designation, mobile number, land telephone number and email addresses will be submitted to ITS Department, State Bank of India, Head Office and the respective controlling offices under which the AOs comes, failing which we agree that Bank will allot the AOs to another Vendor without giving us any notice.

3. If our offer is accepted, we undertake to complete the formalities for maintenance of hardware equipment for a period of 12 months.

4. We agree to abide by the Bid and the rates quoted therein for the maintenance of hardware up to the period prescribed in the Bid, which shall remain binding upon us.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.



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

7. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid and In the event of any details submitted turned out to be false during the currency of AMC, Bank is at discretion to forfeit the EMD towards performance security and terminate the AMC.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... day of 2020

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

Duly authorised to sign Bid for and on behalf of



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ANNEXURE E

**TECHNICAL BID: COMPLETE DETAILS OF EXISTING
SUPPORT FOR EACH AOS**

Sl. No.	Existing Service Center & Office	Complete address details with contact numbers, email ID, Telephone No., Fax, Name of Head



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ANNEXURE F

(To be stamped as per applicable Stamp Act)

**AGREEMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR
COMPUTER HARDWARE AND PERIPHERALS INSTALLED AT
BRANCHES AND ADMINISTRATIVE OFFICES / LHO**

Agreement No. :	Office/Branch:
-----------------	----------------

Period: From To

THIS AGREEMENT made at on the day of
BETWEEN **STATE BANK OF INDIA**, having one of its Local Head Offices at Poojapura,
Trivandrum, Kerala and Zonal/ Regional Office at and represented herein by Sri
.....(hereinafter called "**THE BANK**", which expression shall include its successors and assigns) AND -----
-----an individual/proprietor/ partnership firm/company).called "**THE CONTRACTOR**" which expression shall include its successors and permitted assigns).

WHEREAS THE CONTRACTOR has agreed to provide and THE BANK has agreed to accept
from THE CONTRACTOR, repair and comprehensive maintenance service for computer
hardware and peripherals installed at various branches and administrative offices of THE
BANK (hereinafter called "**THE SITE**") and listed in '**ANNEXURE 1**' hereto as amended from
time to time (hereinafter called "**THE EQUIPMENTS**") subject to **THE BANK** paying charges
to **THE CONTRACTOR** and on the following terms and conditions:

1. CONTRACT PERIOD:

1. 1. This Agreement is effective from ----- and it shall be valid for a period of one year
viz. up to----- It shall be renewable at the option of **THE BANK** for another period of one
year. The option for renewal has to be made by **THE BANK** by giving notice to the Contractor,
to the e-mail ID furnished by THE CONTRACTOR or in writing duly signed by the authorized
signatory sent by courier so as to reach THE CONTRACTOR in their registered/branch office
before expiry of the existing period. The Bank may terminate this agreement by giving 2 (two)
months advance notice in writing served on the Contractor. The Tender Document dated
shall be treated as part and parcel of this Agreement.



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1.2 Contractor will assist the Bank, in the orderly termination of this agreement on the transfer of all aspects hereof tangible and intangible, as may be necessary for the orderly, non-disrupted continuation of business of the Bank.

1.3 Individual items of THE EQUIPMENTS, and repair and maintenance service charges for such of THE EQUIPMENTS, may be added to or withdrawn from the Asset Data given in the ANNEXURE 1 of this Agreement by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of THE EQUIPMENTS are added to ANNEXURE, it may involve additional maintenance charges at the same rate fixed as per the tender. In the event that individual items of THE EQUIPMENTS are withdrawn from ANNEXURE, as described therein, then any amount prepaid on such EQUIPMENT shall be refunded to THE BANK, within a reasonable time.

2. CHARGES

2.1 The AMC charges payable quarterly in arrears by SBI to THE CONTRACTOR for the repair and maintenance services described herein, are based on the item-wise price break-up submitted by the Contractor (exclusive of all taxes) and unless provided for elsewhere herein, no additional charges shall be claimed by THE CONTRACTOR. No charges would be payable on the EQUIPMENT which are under WARRANTY and the CONTRACTOR shall liaise with the SUPPLIER vendor for carrying out maintenance service under the warranty period. Schedule of AMC charges is provided in Annexure 2.

2.2 THE CONTRACTOR shall submit to THE BANK their invoice (s) with a statement having following columns branch-wise / office-wise duly signed and certified for payment by user Branch / Office [Branch Manager or official-in-charge of the office or any other officer], based on log / service card for payments due in accordance with this AGREEMENT, at the end of the quarter.

1	Name of the Branch	
2	Name of Equipment	
3	Replacement Cost	
4	AMC Charges for the quarter	
5	Banks' Stipulated uptime	99 % / 95 %
6	Downtime – hours	
7[a]	Penalty Rs.50 [Each item on each Occasion]	
7[b]	Penalty of 1% of AMC charges for every 1% drop in the stipulated Down-Time: 1 % / 5 %	
7[c]	Penalty for failure to repair the equipment within 3 business days @ Rs.100/- per day plus cost of repair outside (if done by the Bank)	



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7[d]	5 % of AMC Charges for failure to carry out preventive maintenance in a quarter	
8	Total Penalty Recovery [7a+7b+7c+7d]	
9	AMC Payment or Recovery for quarter [4-8]	

TERMS OF INVOICES SUBMISSION BY THE CONTRACTOR:

2.3. THE CONTRACTOR shall submit to THE BANK their invoices for the payment of the above charges at the end of each quarter period indicated in Clauses 2.1 and 2.2 of this Agreement and taking into account additions, deletions as stated in para 1.3 of this Agreement or transfer of EQUIPMENT from the branch / office. Such invoice (s) shall be payable by THE BANK, centrally by each Administrative Offices / Regional Office for branches under them, within thirty (30) days of receipt, after adjusting penalty(ies)/other recoveries, if any.

2.4 All of the prices, terms, warranties and benefits granted by THE CONTRACTOR herein are comparable to or better than the equivalent terms being offered by THE CONTRACTOR to any of its present customers. If THE CONTRACTOR shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed amended to provide the same to THE BANK.

3. TERMS & CONDITIONS OF THE COMPREHENSIVE MAINTENANCE CONTRACT

3.1 THE CONTRACTOR, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of THE EQUIPMENTS as mentioned in the Annexure 1 to the full extent and satisfaction of THE BANK for the whole year, i.e., from to During the term of this Agreement THE CONTRACTOR agrees to maintain the EQUIPMENTS in good working order and for this purpose will provide the following repair and maintenance service described herein:

3.2. The comprehensive maintenance includes Preventive Maintenance, quarterly regular services of THE EQUIPMENTS as mentioned in the Annexure and/or replacement of any items necessary for keeping the said items active and free from any defects or disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right its malfunctioning. THE CONTRACTOR shall conduct Preventive Maintenance and general servicing (including but not limited to inspection, testing, satisfactory execution of all diagnostics. Cleaning and removal of dust and dirt from the interior of THE EQUIPMENT, checking and necessary repairing of THE EQUIPMENTS) at least 4



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times (QUATERLY) in a calendar year. In the case of failure in conducting preventive maintenance as said above, The Bank will impose a penalty at the rate of 5% of the quarterly AMC charges of the EQUIPMENT payable to the vendor. A detailed report of Preventive Maintenance as per annexure to be submitted quarterly in the format provided in Annexure 3, within 30 days from the due date. Penalty on failure of submission of Preventive Maintenance Report would be as follows:

- i. Rs.100/- per month for Computers (PCs, CBS Nodes, Thin Clients)
- Maximum Rs.500/-
- ii. Rs.150/- per month for Printers – Maximum Rs.750/-
- iii. Rs.200/- per month for Servers – Rs.1,000/-

The penalty on failure of submission of Preventive Maintenance Report is over and above the maximum penalty fixed for drop in uptime of the systems and other penalties mentioned in this Agreement.

3.3 Maintenance shall be provided on-site for the EQUIPMENTS by THE CONTRACTOR and Maintenance contract is comprehensive, which covers both the spare parts and labour. The replacement of all the spares (excluding printer heads, printer ribbon, Toner cartridges, fuser assembly etc.) is included under this Maintenance Contract. Replacement of defective spares with original spares or spares of equivalent specification will be done by THE CONTRACTOR without any extra charge.

3.4 By offering to provide Comprehensive Maintenance Service for THE EQUIPMENTS, THE CONTRACTOR is giving an implicit confirmation to THE BANK that the satisfactory discharge of Comprehensive Maintenance Service is not going to suffer due to lack of spares. The offer of Comprehensive Maintenance Service by the CONTRACTOR implies an unequivocal undertaking that THE CONTRACTOR is holding sufficient spares in respect of the EQUIPMENTS, as THE CONTRACTOR itself has manufactured / supplied the EQUIPMENTS to THE BANK or that THE CONTRACTOR is in a position to procure sufficient spares for the EQUIPMENTS either through back-to-back arrangements with the manufacturer or through procurement from the open market - and therefore, the satisfactory discharge of the AMC shall not suffer due to lack of spares. THE CONTRACTOR should carry minimum 5% insurance stock of spares, which are commonly used, at THE SITE.

3.5 The Comprehensive Maintenance shall be carried out primarily at the premises of THE BANK during the office hours (from 8.00 Hrs to 20.00 Hrs) on all working days of the Bank. In case THE CONTRACTOR feels that the equipment cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due acknowledgement for receipt of the equipment and deliver back the repaired equipment at THE CONTRACTOR'S



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own cost and risk to get it repaired promptly, within a reasonable time. All costs, charges and expenses in respect of moving the equipment or any part thereof including cost, charges and expenses for re-installation and testing shall be borne by THE CONTRACTOR and THE BANK will not bear any transportation expenses to THE CONTRACTOR during the Agreement Period. During the period when each of the EQUIPMENT is carried out of the SITE for repair, THE CONTRACTOR shall provide standby of the EQUIPMENT of equal specification for use of the BANK till the EQUIPMENT is delivered back after repair.

3.6 THE CONTRACTOR shall maintain a written maintenance and repair log and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of work performed at THE SITE. The details of Preventive Maintenance conducted are also to be recorded and got countersigned by the Branch Manager / Chief Manager of Branches / Offices of the Bank. Monthly report of complaints shall be submitted in Annexure 4.

3.7. THE CONTRACTOR is solely responsible for engaging skilled personnel, their remuneration/compensation etc. and in no event shall be treated as the employee of THE BANK or they can claim absorption in the service of the Bank. THE CONTRACTOR shall submit to THE BANK a list of its employees along with their ID proof, who will be authorized to do the maintenance and other support services to THE BANK under this agreement. THE CONTRACTOR shall give 30 days prior written notice to THE BANK in the case of revision/amendment of list of authorized employees.

3.8 The Annual maintenance charges would be payable by THE BANK at the agreed rate and would be paid in quarterly installments, after the end of each quarter, within 30 days of receipt of the invoice from THE CONTRACTOR.

3.9 THE CONTRACTOR shall submit to THE BANK their invoice (s) for payments due in accordance with this Agreement and the payment shall be made by THE BANK in accordance with the agreed rate after deducting penalty(ies) and other recoveries, if any.

3.10 SCOPE OF WORK – ANNUAL MAINTENANCE OF COMPUTER HARDWARE AND PERIPHERALS

The core AMC activities will include:

1. The bidder will ensure to physically engage and station at office premises, at least one/more qualified Hardware-software Service Engineers depending upon the volume of work at the premises. The Service engineer should be available in office timings (09.00 AM to 06:00 PM) on all working days of the Bank in Kerala.

The Service engineer should be skilled expertise personnel in the following fields:



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(i) Good knowledge in Microsoft Windows and Linux/Unix Operating systems. The Engineer should have minimum qualification of Diploma in Electronics / Computer Science with 3 years' experience or engineering Graduate with 2 years' experience.

(ii) Engineer should be able to handle issues relating to LAN connectivity of Servers/Nodes/Thin Clients (Identify the fault is due to the Hardware failure or Network related issue).

(iii) Engineer should be able to handle issues relating to Operating Software support including Active Directory Services and installation / updation of Antivirus for Windows/ Linux/Unix Operating Systems and OS Patch updation and Drivers for printers/scanners.

(iv) Engineer should be able to handle issues relating to all types of computer hardware and peripherals such as Printer/Scanner/Webcams/Projectors etc. and configuring all types of printer functionality e.g Passbook printer/IOI printers/Laser Printer/Multi-Function Printer as well as all types of scanners, Browser and proxy configuration in Workstation/PCs.

(v) Engineer should be able to handle different types of e-mail client related issues.

(vi) Engineer shall also co-ordinate with third party vendors in case of issues relating with Thin Clients / Desktop Computers, Servers, Scanners and Printers which are already under Warranty / AMC with different Vendors.

(vii) Ensuring intact of the hardware configuration details like RAM /Hard Disk etc.

2. The bidder shall provide Operating Software support with reference to installation of Operating Systems with patches (Windows and Linux), Word processing Software, MS Office, Email Clients, antivirus, etc must be in case, any problem reported by the user. The A.M.C service engineer shall also provide assistance to users in installing the various OS/AV patches and in taking proper backup copies of the same wherever recommended / required.

3. If required, services may be extended beyond the working hours as well as on Saturday/ Sunday and Holidays to complete the task with prior intimation to the department.

4. In case of hard disc failure / Formatting re-installation of system, it would be the responsibility of vendor/AMC service provider to retrieve the data to whatever extent possible and to ensure the functionality of the hardware.

5. Maintain sufficient spares and replacement of spares within the stipulated time limit.

6. Arrange standby system / peripherals to ensure uptime/availability.

The Scope of Facility Management Services will include:

2. Coordination with the actual supplier of the hardware, until proper functioning by the hardware/ Scanner/PCs/Printers/Scanners/Storage etc., for systems under Warranty.
3. Coordination with Data Cabling Vendors for LAN & Dimension Data for WAN and smooth functioning of the branch.



4. Video Conferencing service (coordination with the supplier) on demand.
5. Loading of specific OS/AV patches for meeting exigencies per node basis.
6. Installation/Configuration of any Bank supplied software as per the requirement of branches/CPCs / Admin offices.
7. The bidder shall provide all assistance at the time of shifting, relocation, installation of the computer systems and its peripherals.

4. PENALTY CLAUSE:

4.1 The EQUIPMENTS in THE BANK are classified into three categories for the purpose of AMC and calculation of **UPTIME** & Penalty.

Category	Items	Basis for Uptime	Basis for Penalty
Z-Plus	All servers	Uptime is calculated for each equipment separately.	AMC COST of individual equipment.
A-Plus	All PCs, CBS Nodes and Thin Clients	Uptime is calculated for each equipment separately.	AMC COST of individual equipment.
A	All printers	Uptime is calculated for each equipment separately.	AMC COST of individual equipment.

4.2 THE CONTRACTOR shall ensure an UPTIME fixed for each category of EQUIPMENT, based on the norms specified for each category as follows:

Category	Uptime
Z-Plus (All Servers)	99%
A-Plus (All PCs, CBS Nodes & Thin Clients)	95%
A (All Printers)	95%

In the event of the UPTIME for **Z-PLUS** category of EQUIPMENTS falling below 99%, that of **A Plus** category of EQUIPMENTS falling below 95% or the UPTIME for **A** category of EQUIPMENTS falling below 95% during any quarter, THE BANK reserves the right to recover penalty from the payment of AMC Charges.

4.3 The UPTIME shall be computed on a quarterly basis, based on the norms applicable to each category of EQUIPMENT. For every one percent drop in EQUIPMENT UPTIME from the guaranteed 99% or 95%, during a quarter, an amount equivalent to 1 percent of the AMC COST of the EQUIPMENT, subject to a maximum of 10% of the AMC charges payable for that quarter, shall be recovered as penalty and deducted from the AMC charge payable for the quarter.



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4.4 In the event of two consecutive breakdowns of any EQUIPMENT within a span of two weeks, the BANK reserves the right to treat the intervening period as DOWNTIME, and recover the penalty out of the payments due to THE CONTRACTOR or through any other legal measures as deemed fit.

4.5 For the purpose of calculation of the uptime working day (Total time) is defined as a twelve-hour period from 8.00 Hrs to 20.00 Hrs.

4.6 System Uptime for the purpose of the penalty clause is defined as productive and error free time of THE EQUIPMENT reckoned on a quarterly basis and the system uptime efficiency shall be computed as under:

[(Total Time minus Down Time) Divided by Total Time] multiplied by 100

4.7 THE CONTRACTOR shall provide repair and maintenance service, in response to complaint / request for repair of equipments by oral, including telephone or email/letter by THE BANK so that lead time for carrying out repairs of the EQUIPMENT and making it operational does not exceed 4 hours in city area and 24 hours in outstation area, failing which a penalty of Rs.50/- for each item on each occasion will be deducted from the quarterly AMC charges payable to the Contractor.

4.8 In case whenever the defects / faults are not set right / rectified before the end of the third business day after lodgment of complaint (without reckoning the date of complaint), the Bank will impose, at its absolute discretion, on the vendor a penalty of Rs.100/- per day.

4.9 The maximum penalty chargeable per quarter is limited to 10% of the quarterly AMC charges payable to the vendor.

4.10. In case the defects / faults are not set right / rectified before the end of the third business day after lodgment of complaint and the BANK is constrained to set right/repair the EQUIPMENT through outside agencies, costs/charges thereof shall be recovered from the CONTRACTOR, in addition to the penalty chargeable.

5. FORCE MAJEURE:

5.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.



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

Notwithstanding the foregoing, if any of the above mentioned events shall preclude THE CONTRACTOR from meeting any or all its obligations hereunder, for a period of 1 (one) months, from the date of occurrence of such act, it shall be open to THE BANK to rescind this contract by giving 15 (fifteen) days' notice in writing.

6. SUBCONTRACTING

6.1 THE CONTRACTOR shall not subcontract or permit anyone other than the personnel engaged by them to perform any of the work, services or other performance required to be performed by THE CONTRACTOR under this Agreement without the prior written permission of THE BANK. (except in the case of AOs 15 Lakshadweep branches)

7. CHANGES IN ANNEXURE

7.1 THE BANK shall have the right to make changes and attachments to THE EQUIPMENTS, provided that such changes and/or attachments do not prevent proper maintenance from being performed by THE CONTRACTOR as required under this agreement or unreasonably increases the cost of THE CONTRACTOR for performing repair and maintenance service.

8. LEGAL REQUIREMENTS

8.1. THE CONTRACTOR shall comply with all applicable laws in performing the obligations under this agreement including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970, as may be applicable.

9. SECURITY

9.1 THE CONTRACTOR agrees that THE CONTRACTOR and its personnel will at all times comply with all security regulations in effect from time to time at THE BANK's premises and externally for materials belonging to THE BANK.

10. CONFIDENTIALITY:

10.1 THE CONTRACTOR acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data whose disclosure to or use by third parties will be damaging or cause loss to THE BANK. THE CONTRACTOR agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of the obligations under this Agreement, to release it only to employees requiring



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[Signature]
[Signature]

such information and not to release or disclose it to any other person. THE CONTRACTOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this Agreement is fully satisfied.

11. WARRANTY

11.1 THE CONTRACTOR represents and warrants that the repair and maintenance service / products hereby sold do not violate or infringe upon any patent, copy right, trade secret or other property right of any other person or other entity.

12. INDEMNITY:

12.1. THE CONTRACTOR agrees that it shall keep THE BANK always indemnified against all or any loss, damage, costs (including as between attorney and client) and all expenses which may arise on account of any claim from any third party arising out of any breach or claimed breach or the failure of THE CONTRACTOR or any of its employees or agents by whatsoever name he/she is called, of the above clauses on Security, Confidentiality and/ or Warranty, whether the loss, damage, costs or expenses arise directly or indirectly from such breach or failure. THE CONTRACTOR also agrees to keep THE BANK indemnified of any loss caused to THE BANK due to loss/damage, if any, caused to THE EQUIPMENTS on account of any reason attributable to the employees/agents of THE CONTRACTOR.

13. BUSINESS TERMINATION:

13.1 In the event that THE CONTRACTOR shall cease conducting business in the normal course or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any Act or statute of any country or state resulting to insolvency or the protection of rights of creditors, then (notwithstanding the option of THE BANK in clause 1.1 of the Agreement) at the discretion of THE BANK, this Agreement shall stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

14. TERMINATION OF THIS AGREEMENT

14.1 This Agreement may be terminated by either party in any of the following circumstances:

- (a) Under the provision of clause 1.1 of this Agreement.
- (b) If THE BANK does not make payments due to THE CONTRACTOR under this Agreement in terms of Clauses 3. and 3.9 above, provided 15 days' notice show cause is served on THE BANK prior to termination.



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(c) Under the Provision of clause 5.1 and / or 13.1 of this Agreement.

15. DISPUTE RESOLUTION MECHANISM:

15.1 If, the Bank and the vendor have been unable to resolve amicably a dispute even after a reasonable period then the matter may be referred to the court of law. *The parties irrevocably submit to the exclusive jurisdiction of the courts of THIRUVANANTHAPURAM for the determination of disputes arising under or in connection with this Agreement.*

16. GENERAL:

16.1 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both the parties.

16.2 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly been authorized and empowered to enter into this Agreement. Each party further acknowledges and confirms that it has read this agreement, understood it and agrees to be bound by it.

IN WITNESS WHEREOF the parties have executed this agreement on the day and date first above written, in the presence of the following witnesses:

Signed, sealed and delivered by

Sri. the

..... of THE BANK

Signed, sealed and delivered by

Sri. the

..... of THE CONTRACTOR

Witnesses:

Name, Address & Signature

1.2.



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ANNEXURE G

TECHNICAL BID: COMPLETE DETAILS OF ANY SERVICE OFFERED TO A PUBLIC
SECTOR / GOVT ORGANISATION / PUBLIC LIMITED COMPANY / FINANCIAL
INSTITUTION FROM WHOM SATISFACTORY CERTIFICATE OBTAINED

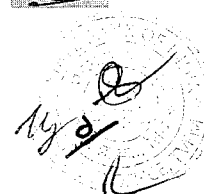
Sl. No.	COMPANY NAME	Complete address details with contact numbers, email ID, Telephone No., Fax, Name of Head	Satisfactory Certificate Attached Y/N



Handwritten signature and date: 16/8/21

ANNEXURE 1 (Annexure to AMC Agreement)

Detailed list of Assets covered under AMC (To be provided by the bank)



ANNEXURE 2 (Annexure to AMC Agreement)

Schedule of AMC Charges

Equipments	No. of Items	AMC Value @



ANNEXURE3 (Annexure to AMC Agreement)

PREVENTIVE MAINTENANCE OF COMPUTERS SYSTEMS/PERIPHERALS INSTALLED AT

1	Branch/Department	
2	Location/Address	
3	Telephone No.	
4	BM/HOD Name & e-mail ID	
5	Period	

(Use separate PM Sheet for each equipment)

Equipment Serial No.	
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Action Taken

(A) Environmental/Electrical Conditions :

I	Dust Level – OK	Y	N
ii	Temperature – OK	Y	N
iii	Humidity – OK	Y	N

(B) System / Printer

I	Cleaned – Dust	Y	N
ii	CD ROMS	Y	N
iii	Printer Sensors	Y	N
iv	Configuration checked	Y	N
v	OS/Drive Checked	Y	N
vi	Network Connectivity – OK	Y	N
vii	Performance – OK	Y	N

(C) Virus Check

I	Virus checked - OK	Y	N
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Suggestions:

Remarks:

Signature: _____ Countersigned by
Name of the Engineer

Bank's Official



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ANNEXURE4 (Annexure to AMC Agreement)

Monthly Report of complaint Register Maintained By

Month :, 2020

Sl. No	Branch/Department	Complaint Lodged Date & Time	Repaired Date & Time	Down Time Days/Hours	Remarks	Initials of Engineer	Initials of Bank's official

Place:
Date:Signature
EngineerSignature:
Bank Official