



**REQUEST FOR PROPOSAL
FOR EMPANELMENT OF OEMs TO CREATE 'APPROVED VENDOR LIST'
FOR SUPPLY, INSTALLATION & MAINTENANCE OF DESTOPS, LAPTOPS,
PRINTERS AND SCANNERS**

**SBI/GITC/IT-Partner Relationship/2024/2025/1307
Dated 21.03.2025**

**IT- Partner Relationship Department,
State Bank of India,
4th floor, Tower -7, Railway Station Building,
CBD Belapur, Navi Mumbai-400614**

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)	<p>Name: Ms. Sanchita Banerjee Designation: Assistant General Manager (IT- Partner Relationship) Email ID: agmit2.pr@sbi.co.in</p> <p>Name: Sh. Sinha Dharmendra Designation: Chief Manager (IT- Partner Relationship) E mail ID: sinha.d@sbi.co.in</p> <p>Contact Address: DGM (IT Partner Relationship) 4th floor, Tower No.7, Railway Station Building State Bank Global IT Centre, Sector 11, C.B.D. Belapur, Navi Mumbai-400614 Contact Number: 022-27524017, 8003444220/</p>
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in under procurement news from 21.03.2025 to 15.04.2025
3	Last date for requesting clarification	<p>Up to 02.00 p.m. on 28.03.2025</p> <p>All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail. e- mail be sent to undernoted ID: Email ID: agmit2.pr@sbi.co.in E mail ID: sinha.d@sbi.co.in</p>
4	Pre - bid Meeting (online)	From 03.00 p.m. to 04.00 p.m. on 28.03.2025 through online meeting.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 03.04.2025
6	Last date and time for Bid submission	Up to 04:00 p.m. on 15.04.2025

Sl No	Particulars	Remarks
7	Address for submission of Bids	Online through M/S e-Procurement Technologies Ltd. (EPTL) https://etender.sbi/SBI
8	Date and Time of opening of Technical Bids	At 05:00 p.m. on 15.04.2025 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	Tender Fee	Rs.25,000.00 1. Account Name: Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- NEFT and RTGS only. 2. Account Name: System Suspense Branch Parking A/C Account: No. 37608352111 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- intra-bank transfer (SBI to SBI only) Tender fee will be non-refundable. .
10	Earnest Money Deposit	Rs.10,00,000.00 Amount should be deposited in 1. Account Name: Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- NEFT and RTGS only. 2. Account Name: System Suspense Branch Parking A/C Account: No. 37608352111 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- intra-bank transfer (SBI to SBI only) Or

Sl No	Particulars	Remarks
		<p>EMD should be in the form of a bank guarantee. EMD shall be valid upto 180 days from bid submission date.</p> <p>Bidder should deposit EMD and Tender Fee separately.</p>
11	Bank Guarantee	Individual Performance Bank Guarantees may be sought by respective procuring offices of the Bank as per the terms of their closed RFP/LTE on GeM portal.
12	Contact details of e-Procurement agency appointed for e-procurement	<p>e-Procurement Technologies Limited A-201/208, Wall Street- II, Opp. Orient Club, Nr Gujarat College, Ellis Bridge, Ahmedabad 380006, Gujarat (India)</p> <p>Contact No. – - 6352631903,7859800624,9081000235</p> <p>Email – etender.support@sbi.co.in</p>

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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or '**SBG**' hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** with details as under:

In order to meet the IT hardware requirements, the Bank proposes to float Open Tender Enquiry- (OTE) for Empanelment of OEMs dealing with IT - Hardware viz. Desktops, Laptops, Printers and Scanners to create 'Approved Vendor List' at centralized level. After empanelment of the IT-Hardware OEMs the Circles/procuring offices will float Limited Tender Enquiry (LTE) on GeM portal amongst the 'Approved Vendor List' for supply of Desktops, Laptops, Printers and Scanners. The empaneled OEMs will participate directly, in the LTE floated by Circles/offices across the Bank on GeM portal. For this the empaneled OEMs in the 'Approved Vendor List' will be required to register themselves on the GeM portal. The Bank reserves the right to float the LTE either through L1 method or through QCBS method as per requirement of the Bank. The detailed scope of work is mentioned in Appendix-E of this RFP.

The 'Approved Vendor List' is being proposed to be created for supply of the following items zone wise:

- Desktops, Laptops, Printers and Scanners
- ii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of SBI behind this RFP is to seek a detailed technical proposal for empanelment of OEMs for procurement of - Desktops, Laptops, Printers and Scanners for which LTE/closed RFP would be floated through various offices/units of the Bank desired in this RFP.
- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed -Desktops, Laptops, Printers and Scanners for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be

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

2. DISCLAIMER:

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

assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“OEM/Bidder/Applicant”** 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/Agreement”** 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. This would be applicable to LTE/closed RFP which would be floated by various offices/units of the Bank desired in this RFP.
- 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 as per the selection criteria set out in the RFP and to whom notification of empanelment has been given by the Bank.
- vii. **“The Equipment/Product”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“Services”** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract to be provided

by a Bidder as described in subsequent Closed Request for Proposal ("CLOSED RFP/LTE") issued in pursuant to this RFP and may include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under the respective CLOSED RFP/LTE.

- ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of Product.
- x. **"Intellectual Property Rights"** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.
- xi. **"Purchase Order Value"** means the total price agreed to be paid to Vendor under the respective Purchase Order, which may be issued by the Bank in pursuant to CLOSED RFP/LTE from time to time during the empanelment contract period.

4. SCOPE OF WORK:

The detailed Scope of Work will be provided in the respective CLOSED RFP/LTE issued in pursuant to this RFP.

This RFP is for empanelment of OEM/s and the scope of work under this RFP is mentioned at **Appendix-E**.

This empanelment will be applicable for providing Equipment/Product, particularly and explicitly described/defined and as required under the respective subsequent CLOSED RFP/LTE. Further, various departments of the Bank may procure Equipment/ Product through CLOSED RFP/LTE as per their requirement from the empaneled vendors.

The Applicants will be empaneled for a period of three years. However, the Bank reserves the right to review the empaneled vendors every year based on the

eligibility criteria mentioned in **Appendix - B** and performance of the empaneled vendors. Those empaneled vendors who do not meet the eligibility criteria during the review may be suspended from the participating in the subsequent CLOSED RFP/LTE published by the Bank. The suspension of such empaneled vendors who do not meet the eligibility criteria will be continued till the next review. The decision of the Bank will be final in this regard.

Review of empaneled Vendors and empanelment of new vendors may be done based on the eligibility criteria and terms and conditions of this document, subject to new vendors approaching the Bank for getting freshly empaneled. For removal of doubts it is clarified that the freshly empaneled vendors subsequent to this RFP may be empaneled for the residual period of validity of this RFP only.

Nothing in this RFP/subsequent Closed RFP/SOW shall impair/limit/restrict or otherwise effect the Bank's right to procure IT Equipment/Products through modes of procurement such as Open Tender Enquiry (OTE)/ Limited Tender Enquiry (LTE)/ Nomination basis as defined in the Bank's IT Outsourcing and Procurement Policy/Manual.

The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider/OEM 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/OEM 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/OEM shall ensure that only its authorized employees/representatives access the Device.
- iii. Service Provider/OEM shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- iv. Service Provider/OEM 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/OEM 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/OEM shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

- vi. Service Provider/OEM 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.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

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

6. COST OF BID DOCUMENT:

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

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-I** 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 or at any time during the review of

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

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

8. CONTENTS OF BID DOCUMENT:

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

document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

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

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

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract for Empanelment.
- vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

- (c) if the successful Bidder fails to accept Purchase Order/Empanelment Letter and/or sign the Contract with the Bank, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted for technical requirements on portal of e-Procurement agency for **providing of BID** in response to the **RFP NO: SBI/GITC/IT-Partner Relationship/2024/2025/1307 dated :21.03.2025**
- ii. 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**.
 - (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**.

iii. Bidders may please note:

- (a) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (b) 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.
- (c) 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).
- (d) 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.
- (e) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (f) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (g) 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.
- (h) All the enclosures (Bid submission) shall be serially numbered.
- (i) 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.
- (j) 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.
- (k) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall

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

- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

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

13. PERIOD OF BID VALIDITY:

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. 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.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for offer of empanelment.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.

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

16. TECHNICAL EVALUATION:

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

17. INTENTIONALLY LEFT BLANK:

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Bank will notify successful Bidder in writing by way of issuance of 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.
- ii. The successful Bidder will have to submit Non-disclosure Agreement, 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.

- iii. 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.
- iv. The successful Bidder shall be required to enter into a Contract with the Bank, within 30 days from issuance of Letter of Empanelment or within such extended period as may be decided by the Bank.
- v. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of Letter of Empanelment and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. The Rate discovery for Scope of Work/ Equipment /Products to be provided by the Service Provider under the respective CLOSED RFP/LTE will be done after empanelment by floating a CLOSED RFP/LTE among empaneled Service Providers through the reverse auction process to be conducted by the Bank or its authorized service provider during empanelment period. The Bank may describe specific eligibility criteria under the respective CLOSED RFP/LTE as per the Scope of Services/Equipment/Products.
- x. Order No. P-45021/2/2017- B-E-II issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India relating to Public Procurement (Preference to Make in India), Order 2017 and any subsequent amendment/ clarifications thereto will be considered and applicable mandatorily for participation in bidding process and deciding the L1 bidder(s) in the closed RFP/LTE. Also, participating bidders may need to sign and submit Pre-Contract Integrity Pact, based on the estimated value at the time of submitting bids in respective CLOSED RFPs/LTE.

- xi. Statement/ Scope of Work (SOW)/Equipment/Products will be shared in these CLOSED RFPs/LTE mentioning details of Equipment/ Products/ Services sought and Payment Terms along with additional clauses as per case to case basis.
- xii. The successful Bidder in the CLOSED RFP/LTE may be required to enter into a contract with the Bank and submit the required Bank Guarantee, within 30 days of award of the Contract or within such extended period as may be decided by the Bank. The purchase order along with the Statement of Work will form the contract. The stamp duty and other such expenses on such SOW will be borne by the successful bidder in the CLOSED RFP/LTE.

20. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

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

22. CHANGE IN ORDERS:

- i. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Method of shipment or packing;
 - (b) Place of delivery;
 - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

23. CONTRACT AMENDMENT:

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

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

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

Bidders of the grounds for the Bank's action.

25. BANK GUARANTEE:

- i. Security in form of Bank Guarantee [BG] is to be submitted by the Empanelled Bidder (s) under the respective CLOSED RFP/LTE as per the terms thereon in the respective CLOSED RFP/LTE. 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 the risk of 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; failing to enter into a contract with the Bank and submit the required Bank Guarantee under the respective CLOSED RFP/LTE, within 30 days of award of the contract or within such extended period as may be decided by the Bank or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

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

- i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.
- ii. For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

27. DELIVERY, INSTALLATION AND COMMISSIONING:

- i. Service Provider/OEM 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/OEM 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 of the respective subsequent CLOSED RFP/LTE.
- 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 the respective CLOSED RFP/LTE.
- 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/OEM 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/OEM on the lines of format/certificate of the subsequent CLOSED RFP/LTE. 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 subsequent CLOSED RFP/LTE.
- vii. The details of the documents to be furnished by Service Provider are specified hereunder:-

- (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.
 - (b) Delivery Note or acknowledgement of receipt of Products from the consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
 - (c) 2 copies of packing list identifying contents of each of the package.
 - (d) Insurance Certificate.
 - (e) Manufacturer's warranty certificate.
- viii. The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.
- ix. For the system & other software/firmware required with the hardware ordered for, the following will apply:-
- (a) Service Provider shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
 - (b) Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
 - (c) In case Service Provider is providing software/firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.
 - (d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

28. SERVICES:

- i. Service Provider/OEM shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- ii. Service Provider/OEM shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- iii. Service Provider/OEM shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.
- iv. Service Provider/OEM shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost. Service Provider should bring to notice of the Bank all releases/ version changes.
- v. Service Provider/OEM shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Service Provider has to support older versions of the OS/firmware/middleware etc in case the Bank chooses not to upgrade to latest version.
- vi. Service Provider/OEM shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.
- vii. All product updates, upgrades & patches shall be provided by Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- viii. Service Provider/OEM shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.
- ix. Service Provider/OEM shall keep the Bank explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc should ensure support during warranty and AMC/ATS/S&S.

29. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

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

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

- iii. During the support period (warranty and AMC), Service Provider/OEM shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the RFP, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at any other locations wherever required, whenever it is essential. In case of failure of Product (hardware, system software or any of its components), Service Provider shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity defined in the subsequent CLOSED RFP/LTE.
- iv. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
- v. Warranty/ AMC (if included in the subsequent CLOSED RFP/LTE) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- vi. Support (Warranty/ AMC, if included in the subsequent CLOSED RFP/LTE) would be on-site and comprehensive in nature. Service Provider/OEM warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider/OEM 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/OEM shall repair or replace worn out or defective parts

including all plastic parts of the Equipment at his own cost including the cost of transport.

- vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - (a) Diagnostics for identification of systems failures
 - (b) Protection of data/ Configuration
 - (c) Recovery/ restart facility
 - (d) Backup of system software/ Configuration
- viii. Prompt support shall be made available as desired in subsequent CLOSED RFP/LTE during the support period at the locations as and when required by the Bank.
- ix. Service Provider/OEM shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- x. Service Provider/OEM support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.
- xi. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

30. PENALTIES/SLA CONDITIONS:

Penalties will be mentioned in the respective CLOSED RFP/LTE issued in pursuant to this RFP.

31. RIGHT TO VERIFICATION:

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

32. INSPECTION AND TESTING:

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's/OEMs location.
- ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:
 - (a) Service Provider/OEM shall intimate the Bank before dispatching Products for conducting inspection and testing.
 - (b) Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and burn-in tests at full load, quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by the Bank or its authorized agency before dispatch of Products. In case of failure by Service Provider/OEM 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/OEM. Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider/OEM. However, the Bank may at its sole discretion, waive inspection of Products.
 - (c) In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider/OEM shall rectify and deliver the product after re-inspection within the timeline mentioned in the subsequent CLOSED RFP/LTE.
 - (d) The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to the Bank.
 - (e) Nothing stated herein above shall in any way release Service Provider/OEM from any warranty or other obligations under subsequent CLOSED RFP/LTE.
- iii. The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under subsequent CLOSED RFP/LTE.

33. RIGHT TO AUDIT:

- i. The Selected Bidder (OEM/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/OEM 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/OEM. Service Provider/OEM shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider/OEM on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider/OEM shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider/OEM shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider/OEM 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/OEM shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- iv. Service provider/OEM shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

34. SUBCONTRACTING:

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

35. INSURANCE:

- i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on “All Risks” basis, valid for a period of one month after delivery of Products at the defined destination.
- ii. Should any loss or damage occur, Service Provider/OEM shall:
 - (a) initiate and pursue claim till settlement and
 - (b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

36. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of **03 (Three) year(s)**. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

37. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider/OEM under the respective CLOSED RFP/LTE and SOW to be entered in pursuant to such CLOSED RFP/LTE, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this CLOSED RFP/SOW shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider/OEM in pursuant to respective CLOSED RFP/LTE, whichever is greater..
- 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/OEM 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/OEM.

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

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

38. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 7 of Service Level Agreement placed as Appendix to this RFP.

39. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

- i. Services shall be made by Service Provider/OEM within the timelines prescribed in respective CLOSED RFP/LTE.
- ii. If at any time during performance of the Contract/SOW, Service Provider/OEM should encounter conditions impeding timely delivery and performance of Services/ Equipments/Products, Service Provider/OEM shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the

situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract/SOW as the case may be.

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

40. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider will be responsible for arranging and procuring all relevant permissions / road permits etc. for transportation of Product to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. Service Provider is obliged to work in co-ordination with the Bank's staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.
- iv. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- vi. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-H** of this RFP.

- vii. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- viii. Service Provider agrees to comply with the guidelines contained in the Bank's IT Outsourcing Policy / IT Procurement Policy or any other relevant policy (ies) of the Bank, including any amendment thereto, along with compliance to all the Laws of Land and Statutory/Regulatory rules and regulations in force or as and when enacted during the validity period of the contract.

41. TECHNICAL DOCUMENTATION:

- i. Service Provider shall deliver the following documents to the Bank for every hardware / firmware / software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ computer based tests, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc. in pursuant to the subsequent CLOSED RFP/LTE.
- ii. Service Provider/OEM shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable in pursuant to the subsequent CLOSED RFP/LTE.
- iii. Service Provider/OEM shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

42. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / Product supplied by Service Provider for the Bank as part of the subsequent CLOSED RFP/LTE, Service Provider shall have right to use as well as right to supply such Product including embedded software / hardware. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any

software/hardware or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under the subsequent CLOSED RFP/LTE.

- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/Product under the subsequent CLOSED RFP/LTE.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

43. LIQUIDATED DAMAGES:

If Service Provider fails to deliver Product and/or perform any or all the Services within the stipulated time, schedule as specified in the respective CLOSED RFP/LTE, the Bank may, without prejudice to its other remedies under the RFP/Agreement/ CLOSED RFP, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order value, as liquidated damages as defined in the respective CLOSED RFP/LTE. Once the maximum deduction is reached, the Bank may consider termination of the respective CLOSED RFP/Agreement/Purchase Order/SOW.

44. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof) having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

45. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. Debarment/Banning

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

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

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

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

(b) Debarment from participation including removal from empaneled list

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

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

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

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

(c) Banning from Ministry/Country-wide procurements

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

46. TERMINATION FOR DEFAULT:

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

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/ respective Purchase Order/SOW. 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/ respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services/Products similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Product and / or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP /CLOSED RFP and shall also support the orderly transition to another Service Provider or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/ CLOSED RFP.
- vi. In the event of failure of Service Provider to render the Services/Products under the

respective CLOSED RFP or in the event of termination of Agreement/SOW or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the CLOSED RFP/SOW 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 CLOSED RFP/SOW, 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 the respective Purchase Order /SOW. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the respective Purchase Order value on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

47. FORCE MAJEURE:

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

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

48. TERMINATION FOR INSOLVENCY:

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

49. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract/SOW/Purchase Order, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement/SOW/PO 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 under the respective SOW.

50. DISPUTES RESOLUTION:

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract/SOW (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract/SOW (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/SOW during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the

competent court is obtained.

51. GOVERNING LANGUAGE:

The governing language shall be English.

52. APPLICABLE LAW:

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

53. TAXES AND DUTIES:

- i. Service Provider/OEM 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 empanelled Service Provider under respective CLOSED RFP/LTE shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of GST under the respective CLOSED RFP/LTE. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified as per the terms of the Closed RFP/LTE.
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties 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.
- iv. Prices payable to Service Provider under the respective CLOSED RFP/LTE as stated in the Contract/PO/SOW shall be firm and not subject to adjustment during performance of the Contract/PO/SOW, 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/SOW/PO as a result of this RFP/respective CLOSED RFP/LTE process shall be borne by Bidder. The Agreement/ Contract/SOW for this RFP for empanelment would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto. The stamp duty payable, if any, for agreements under Closed RFP/LTE as per stamp duty applicable in the State where document would be executed.

54. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such

deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract/SOW.

- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

55. TENDER FEE:

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

56. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile

Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

57. NOTICES:

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

Part-II

Appendix –A

BID FORM (TECHNICAL BID)

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

Date: _____

To:
The Deputy General Manager
IT Partner Relationship Department
SBI, GITC,
4th Floor, Tower 7,
Railway Station Building,
CBD, Belapur
Navi Mumbai-400614

Dear Sir,

Ref: RFP No. SBI/GITC/IT-Partner Relationship/2024/2025/1307
Dated 21.03.2025

~~~~~

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. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the Bid through online process to be conducted by the Bank's authorized service provider, on the date advised to us.

We shall participate and submit the RFP for the zones and items as marked "Yes/No" in the below table:

| <b>Zone and Items</b> | <b>East Zone(Y/N)</b> | <b>West Zone(Y/N)</b> | <b>North Zone(Y/N)</b> | <b>South Zone(Y/N)</b> | <b>North East Zone ( Y/N)</b> |
|-----------------------|-----------------------|-----------------------|------------------------|------------------------|-------------------------------|
| Laptop                |                       |                       |                        |                        |                               |
| Desktop               |                       |                       |                        |                        |                               |
| Printer               |                       |                       |                        |                        |                               |
| Scanner               |                       |                       |                        |                        |                               |

i. While submitting this Bid for empanelment of OEMs of IT-Hardware, 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.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- 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, and contents of Empanelment Agreement as per template available at **Appendix-G** of this RFP which shall remain binding upon us.
- 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 our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. 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.

- x. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. 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.
- xii. We hereby certify that we are participating in this RFP as OEM and have a support center and level 3 escalation (highest) located in India.
- xiii. 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.
- xiv. 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 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 fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xv. We certify that subsequent to this empanelment the items supplied to respective procuring offices of the Bank through closed RFP/LTE on the GeM portal would comply to Make In India Order issued by Govt. of India.
- xvi. We undertake to supply the IT hardware to various procuring offices/units of the Bank. In case the supply of IT hardware is to be done through authorized channel partner/s, we undertake to submit list of topmost level (platinum/diamond/gold etc.) channel partner/s zone wise/state wise. Changes if any, in such list would be informed to the Bank on half yearly basis/as and when changes are done.
- xvii. We undertake to provide enterprise level support to the procuring offices/units of the Bank. In case the support is done through authorized channel partner/s, we undertake to submit list of topmost level (platinum/diamond/gold etc.) channel partner/s zone wise/state wise along with details of L1, L2 and L3 support with the bid form. Changes if any, in such list would be informed to the Bank on half yearly basis/as and when changes are done.
- xviii. We certify that we have a fully functional Call Centre / Help Desk to provide support in each of the zones for which we have applied and the details of the same is submitted along with this RFP.

- xix. We confirm that during the entire manufacture to delivery, there is no possibility of any malicious code or bugs to be inserted into the hardware components.
- xx. We confirm that the supplied Hardware and Software (Including Firmware, Drivers, Open Source etc.) is fully verified, cyber supply chain risk free and following the industry best practices and compliance from applicable regulatory perspective from India and Abroad as applicable.
- xxi. We confirm that the hardware products and components supplied under closed RFP/LTE to be floated by various procuring offices/units of the Bank would strictly match with the PO released by the Bank.
- xxii. We will ensure that the supply of IT hardware will be in accordance with the Information Security guidelines of the Bank. The Desktops supplied to the Bank would be pre-loaded with the Golden Image, containing all mandatory agents like ITAM client, NAC Agent, AV Agent, DLP Agent and IPM Agent, before its supply to the Bank. The Golden Image would be provided by the Bank. We undertake to install the Golden Image before its supply to the procuring offices/units of the Bank. We acknowledge that the Bank may come out with revised versions of Golden Image at periodic intervals. Logical and physical security of the Golden Image will be our responsibility. We understand that for non-installation/improper installation of Golden Image before delivery of IT Hardware the Bank may impose penalty like cancellation of Purchase Order in Part or whole, withholding payment of invoices and/or any other penalty as per the terms of the Closed RFP/LTE.
- xxiii. 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.
- xxiv. We undertake that if we withdraw or modify our bid during the period of Bid validity, or if we are after declaring technically qualified and fail to sign the contract/Empanelment Agreement, we will be debarred for the period of time specified in the RFP from being eligible to submit bids for future contracts with the Bank.
- xxv. 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:

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                           | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                            |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The bidding OEM 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 bidding OEM 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                                                                                                                     |                            | Bidding OEM should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable. |
| 3.            | The bidding OEM must have minimum annual turnover as under:<br><br>Rs.100 crores during last three financial years for empanelment in one zone and Rs. 200 crores during last three financial years for empanelment in two or more zones towards sales in the IT hardware products which shall include desktops, laptops, printers, scanners and Entry level Servers. |                            | Copy of the audited Profit and Loss statement, Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years (2023-24, 2022-23, 2021-22).        |
| 4.            | The bidding OEM should be profitable organization on the basis of profit                                                                                                                                                                                                                                                                                              |                            | Copy of the audited financial statement along with profit and                                                                                                               |

|    |                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.                                                                                                                                                                                                                                                                                    |  | loss statement for corresponding years and / or Certificate of the statutory auditor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5. | The bidding OEM should have experience of minimum 5 (FIVE) years in providing the Products/Services.                                                                                                                                                                                                                                                                                        |  | Copy of the order and / or Certificate of completion of the work. The bidding OEM should also furnish user acceptance report.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6. | Client references and contact details (email/ landline/ mobile) of customers for whom the bidding OEM has executed similar projects in India.<br>(At least 02 client references are required for supply of IT Hardware which shall include desktops, laptops, printers, scanners and Entry level Servers to single customer during last 1 year for minimum amount of Rs. 10.00 crores each) |  | Client references as per <b>Appendix-J</b> shall be provided for each zone in which the Applicant is interested to be empaneled.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7. | 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. |

|     |                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.  | The bidding OEM should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |  | The bidding OEM should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.  | Enterprise Level Support-<br>The bidding OEM should have a support center and level 3 escalation (highest) located in India.                                                                                                                                                          |  | The bidding OEM should specifically certify in <b>Appendix A</b> in this regard._In case the enterprise level support is to be provided through authorized channel partner/s, the OEM/s to submit list of topmost level (platinum/diamond/gold etc.) channel partner/s zone wise/state wise along with details of L1, L2 and L3 support with the bid form. Changes if any, in such list would be informed to the Bank on half yearly basis/as and when changes are done. |
| 10. | The bidding OEM 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.                                                                                                                       |  | The bidding OEM should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                         |
| 11  | The bidding OEM should have a fully functional Call Centre / Help Desk and should have demonstrated full support for installation and warranty during the last 5 financial years in each of the zones for which the Applicant is interested to be empaneled.                          |  | The bidding OEM should confirm in bid form (Appendix-A) and provide details of call centre/help desk.                                                                                                                                                                                                                                                                                                                                                                    |
| 12  | Supply of IT Hardware to various offices/units of the Bank:<br>The successful bidder should supply the required IT Hardware for RFP issued by Bank's procuring offices/units.                                                                                                         |  | The bidding OEM should specifically certify in <b>Appendix A</b> in this regard. In case the supply of IT hardware is to be done through authorized channel partner/s, the OEM/s to submit                                                                                                                                                                                                                                                                               |



|  |  |  |                                                                                                                                                                                                          |
|--|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  | list of topmost level (platinum/diamond/gold etc.) channel partner/s zone wise/state wise. Changes if any, in such list would be informed to the Bank on half yearly basis/as and when changes are done. |
|--|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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 bidding OEM. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Name & Signature of authorised signatory**

**Seal of Company**

## **Appendix-C**

### **Technical & Functional Specifications** **ONLY FOR ILLUSTRATIVE PURPOSES**

**As on date the following is the standardized technical and functional specifications for Desktops, Laptops, Printers and Scanners. The Bank may come out with Centralized release of Standardized Technical Specifications for IT hardware items at periodic intervals.**

| <b>DESKTOP (ENTRY-LEVEL)</b> |                                                                                                                                                                                                                                                                                |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>           | <b>Desktop PC (Certified for Microsoft Windows)</b>                                                                                                                                                                                                                            |
| <b>Processor - INTEL</b>     | Intel Core i5-13400 @ 2.50 GHz or higher with minimum 10 cores and 'Max Turbo Frequency ' of 4.60 GHz or higher                                                                                                                                                                |
|                              | <b>OR</b>                                                                                                                                                                                                                                                                      |
| <b>Processor - AMD</b>       | AMD Ryzen 5 5600G or Higher with base clock of 3.9 GHz or Higher.                                                                                                                                                                                                              |
| <b>Chipset</b>               | Compatible chipset                                                                                                                                                                                                                                                             |
| <b>Hard Disk</b>             | 256 GB or higher PCIeNVMe SSD with minimum 1TB SATA HDD (7200 RPM).                                                                                                                                                                                                            |
| <b>Memory</b>                | 1x16GB DDR4/DDR5 - 3200 MHz or higher, expandable to 32 GB or more, with minimum 2 DIMM slots or more                                                                                                                                                                          |
| <b>Monitor</b>               | Min 21" TFT/LED with 1920x1080 resolution or higher along with Antiglare display screen coating. Static Contrast Ratio of 1000:1 or better. Speaker (Internal/External).<br>Min 1 VGA/DP or 1 HDMI port, preferably both.<br>Extendable Neck /height adjustment is preferable. |
| <b>Keyboard</b>              | 104 keys USB Keyboard**                                                                                                                                                                                                                                                        |
| <b>Mouse</b>                 | USB OPTICAL SCROLL MOUSE**                                                                                                                                                                                                                                                     |
| <b>Network Card</b>          | Single NIC-10/100/1000 Gigabit Ethernet                                                                                                                                                                                                                                        |
| <b>Ports</b>                 | Min 6 USB Ports (Min 4 USB 3.0 or higher), Front: Min 1 headphone/microphone combo. Rear: Min 1 RJ-45, Min 1 VGA/DP and 1 HDMI port.                                                                                                                                           |
| <b>Operating System</b>      | Windows 11 or Higher                                                                                                                                                                                                                                                           |
| <b>Power supply</b>          | ROHS Compliance or BIS Certificate                                                                                                                                                                                                                                             |

|                            |                                                                                                                           |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Additional Software</b> | Not Applicable                                                                                                            |
| <b>Manageability</b>       | Pre-Failure Notification for HDD                                                                                          |
| <b>Warranty</b>            | 5 year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE. |
| <b>Security Management</b> | TPM 2.0                                                                                                                   |

**NOTE:**

- 1. Certification: The desktop model should be CERTIFIED FOR latest MICROSOFT WINDOWS Operating System**
- 2. Bank's Golden Image to be pre-installed in the desktop. Golden image should be obtained from procuring office.**
- 3. \*\*Monitor, USB Keyboard & Mouse from Same OEM.**
- 4. No Optical Disk Drive to be provided.**
- 5. Network Cable and VGA/HDMI cable provided should be minimum of 1.5 meter length.**
- 6. Recovery Partition / Recovery Media with driver software should be available with each system.**
- 7. If any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank as per Bank's IS policy. If any part is replaced by the vendor in the warranty period, warranty of the part should also be equivalent to the desktop's and laptop's original warranty period.**
- 8. Specifications mentioned are minimum baseline standards.**

## DESKTOP (HIGH-END)

| Description                | Desktop PC (Certified for Microsoft Windows)                                                                                                                                                                                                                                           |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Processor - INTEL</b>   | Intel Core i7-13700 @ 2.10 GHz or higher with minimum 16 cores and 'Max Turbo Frequency of 5.10 GHz or higher                                                                                                                                                                          |
|                            | <b>OR</b>                                                                                                                                                                                                                                                                              |
| <b>Processor - AMD</b>     | AMD Ryzen 7 5700G or Higher with base clock of 3.6 GHz or higher                                                                                                                                                                                                                       |
| <b>Chipset</b>             | Latest Chipset                                                                                                                                                                                                                                                                         |
| <b>Hard Disk</b>           | 512 GB or higher PCIeNVMe SSD with minimum 1TB SATA HDD (7200 RPM).                                                                                                                                                                                                                    |
| <b>Memory</b>              | 1x32 GB DDR4/DDR5 - 3200 MT/s or higher RAM, expandable up to 64 GB or more, with minimum 2 DIMM slots or more                                                                                                                                                                         |
| <b>Monitor</b>             | Min 21" TFT/LED with 1920x1080 resolution or higher along with Antiglare display screen coating. Static Contrast Ratio of 1000:1 or better. Speaker (Internal/External).<br><br>Min 1 VGA/DP or 1 HDMI port, preferably both.<br><br>Extendable Neck /height adjustment is preferable. |
| <b>Keyboard</b>            | 104 keys USB Keyboard**                                                                                                                                                                                                                                                                |
| <b>Mouse</b>               | USB OPTICAL SCROLL MOUSE**                                                                                                                                                                                                                                                             |
| <b>Network Card</b>        | Single NIC-10/100/1000 Gigabit Ethernet                                                                                                                                                                                                                                                |
| <b>Ports</b>               | Min 6 USB Ports (Min 4 USB 3.0 or higher), Front: Min 1 headphone/microphone combo. Rear: Min 1 RJ-45, Min 1 VGA/DP and 1 HDMI port.                                                                                                                                                   |
| <b>Operating System</b>    | Windows 11 or Higher                                                                                                                                                                                                                                                                   |
| <b>Power supply</b>        | ROHS Compliance or BIS Certificate                                                                                                                                                                                                                                                     |
| <b>Additional Software</b> | Not Applicable                                                                                                                                                                                                                                                                         |
| <b>Manageability</b>       | Pre-Failure Notification for HDD                                                                                                                                                                                                                                                       |
| <b>Warranty</b>            | 5 year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE.                                                                                                                                                              |
| <b>Security Management</b> | TPM 2.0                                                                                                                                                                                                                                                                                |

**NOTE:**

- Certification : The desktop model should be CERTIFIED FOR latest MICROSOFT WINDOWS Operating System**

2. **Bank's Golden Image to be pre-installed in the desktop. Golden image should be obtained from procuring office.**
3. **\*\*Monitor, USB Keyboard & Mouse from Same OEM.**
4. **No Optical Disk Drive to be provided.**
5. **Network Cable and VGA/HDMI cable provided should be minimum of 1.5 meter length**
6. **Recovery Partition / Recovery Media with driver software should be available with each system**
7. **If any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank as per Bank's IS policy. If any part is replaced by the vendor in the warranty period, warranty of the part should also be equivalent to the desktop's and laptop's original warranty period.**
8. **Specifications mentioned are minimum baseline standards.**

| <b>DESKTOP (ENTRY LEVEL) - Without Monitor, Keyboard, Mouse</b> |                                                                                                                                      |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>                                              | <b>Desktop PC (Certified for Microsoft Windows)</b>                                                                                  |
| <b>Processor - INTEL</b>                                        | Intel Core i5-13400 @ 2.50 GHz or higher with minimum 10 cores and 'Max Turbo Frequency ' of 4.60 GHz or higher                      |
|                                                                 | <b>OR</b>                                                                                                                            |
| <b>Processor - AMD</b>                                          | AMD Ryzen 5 5600G or Higher with base clock of 3.9 GHz or Higher.                                                                    |
| <b>Chipset</b>                                                  | Compatible chipset                                                                                                                   |
| <b>Hard Disk</b>                                                | 256 GB or higher PCIeNVMe SSD with minimum 1TB SATA HDD (7200 RPM).                                                                  |
| <b>Memory</b>                                                   | 1x16GB DDR4/DDR5 - 3200 MHz or higher, expandable to 32 GB or more, with minimum 2 DIMM slots or more                                |
| <b>Network Card</b>                                             | Single NIC-10/100/1000 Gigabit Ethernet                                                                                              |
| <b>Ports</b>                                                    | Min 6 USB Ports (Min 4 USB 3.0 or higher), Front: Min 1 headphone/microphone combo. Rear: Min 1 RJ-45, Min 1 VGA/DP and 1 HDMI port. |
| <b>Operating System</b>                                         | Windows 11 or Higher                                                                                                                 |
| <b>Power supply</b>                                             | ROHS Compliance or BIS Certificate                                                                                                   |
| <b>Additional Software</b>                                      | Not Applicable                                                                                                                       |
| <b>Manageability</b>                                            | Pre-Failure Notification for HDD                                                                                                     |

|                            |                                                                                                                           |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Warranty</b>            | 5 year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE. |
| <b>Security Management</b> | TPM 2.0                                                                                                                   |

**NOTE:**

- 1. Certification : The desktop model should be CERTIFIED FOR latest MICROSOFT WINDOWS Operating System**
- 2. Bank's Golden Image to be pre-installed in the desktop. Golden image should be obtained from procuring office.**
- 3. No Optical Disk Drive to be provided.**
- 4. Network Cable should be minimum of 1.5 meter length**
- 5. Recovery Partition / Recovery Media with driver software should be available with each system.**
- 6. If any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank as per Bank's IS policy. If any part is replaced by the vendor in the warranty period, warranty of the part should also be equivalent to the desktop's and laptop's original warranty period.**
- 7. Specifications mentioned are minimum baseline standards.**

## DESKTOP (HIGH-END) – Without Monitor, Keyboard, Mouse

| Description         | Desktop PC (Certified for Microsoft windows)                                                                                         |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Processor - INTEL   | Intel Core i7-13700 @ 2.10 GHz or higher with minimum 16 cores and 'Max Turbo Frequency of 5.10 GHz or higher                        |
|                     | OR                                                                                                                                   |
| Processor - AMD     | AMD Ryzen 7 5700G or Higher with base clock of 3.6 GHz or higher                                                                     |
| Chipset             | Latest Chipset                                                                                                                       |
| Hard Disk           | 512 GB or higher PCIeNVMe SSD with minimum 1TB SATA HDD (7200 RPM).                                                                  |
| Memory              | 1x32 GB DDR4/DDR5 - 3200 MT/s or higher RAM, expandable up to 64GB or more, with minimum 2 DIMM slots or more                        |
| Network Card        | Single NIC-10/100/1000 Gigabit Ethernet                                                                                              |
| Ports               | Min 6 USB Ports (Min 4 USB 3.0 or higher), Front: Min 1 headphone/microphone combo. Rear: Min 1 RJ-45, Min 1 VGA/DP and 1 HDMI port. |
| Operating System    | Windows 11 or Higher                                                                                                                 |
| Power supply        | ROHS Compliance or BIS Certificate                                                                                                   |
| Additional Software | Not Applicable                                                                                                                       |
| Manageability       | Pre-Failure Notification for HDD                                                                                                     |
| Warranty            | 5 year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE.            |
| Security Management | TPM 2.0                                                                                                                              |

### NOTE:

- Certification: The desktop model should be CERTIFIED FOR latest MICROSOFT WINDOWS Operating System**
- Bank's Golden Image to be pre-installed in the desktop. Golden image should be obtained from procuring office.**
- No Optical Disk Drive to be provided.**
- Network Cable provided should be minimum of 1.5 meter length.**
- Recovery Partition / Recovery Media with driver software should be available with each system.**
- If any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession**



**of the Bank as per Bank's IS policy. If any part is replaced by the vendor in the warranty period, warranty of the part should also be equivalent to the desktop's and laptop's original warranty period.**

- 7. Specifications mentioned are minimum baseline standards.**

| <b>LAPTOP</b>              |                                                                                                                                                                  |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Specifications</b>      |                                                                                                                                                                  |
| <b>Processor – INTEL</b>   | Intel Core i5-1345U or higher with minimum 10 cores                                                                                                              |
|                            | <b>OR</b>                                                                                                                                                        |
| <b>Processor – AMD</b>     | AMD Ryzen 5 7530U or higher                                                                                                                                      |
| <b>RAM</b>                 | 1x16GB DDR4/DDR5 3200 MHz or higher, expandable up to 32GB with 2 DIMM slots or higher                                                                           |
| <b>HDD</b>                 | 512 GB PCIeNVMe SSD or higher                                                                                                                                    |
| <b>Display</b>             | Min 14" or higher. Model should be without optical drive bay                                                                                                     |
| <b>Network</b>             | Wi-Fi, Gigabit Ethernet                                                                                                                                          |
| <b>Ports</b>               | Min 1 HDMI Port, Min 1 Microphone/headphone combo, Min 1 RJ45(10/100/1000), Min 3 USB Ports (1 USB Type-C, 1 USB 3.0 Port) or higher, Min 1 VGA/VDI/Display Port |
| <b>Keyboard</b>            | Full sized, spill resistant with backlit feature (optional) and precision touchpad                                                                               |
| <b>Battery</b>             | 3 cell Lithium or Higher- Ion battery 40whr or above with minimum 4 - 6 hours battery backup.                                                                    |
| <b>OS</b>                  | Windows 11 or Higher                                                                                                                                             |
| <b>Security Management</b> | TPM 2.0 (Discrete) Hardware                                                                                                                                      |
| <b>Weight</b>              | Less than 2.2 kg                                                                                                                                                 |
| <b>Fingerprint reader</b>  | Integrated Fingerprint Reader.                                                                                                                                   |
| <b>Certification</b>       | Windows Certified. BIS, CE Certified.                                                                                                                            |
| <b>Camera</b>              | Yes                                                                                                                                                              |
| <b>Warranty</b>            | 5 year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE.                                        |
| <b>Laptop Bag</b>          | Yes - Same OEM Make                                                                                                                                              |

**NOTE:**

1. Specifications mentioned are minimum baseline standards.

| <b>Printer Particulars</b>            | <b>Printer Type</b>            | <b>Specifications</b>                                                                                                                                                                                                                                                                                  |
|---------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Line Matrix Printer</b>            | <b>Line Matrix Printer</b>     | 500 LPM or higher with Integrated Print Server / LAN Card, Pedestal Model                                                                                                                                                                                                                              |
| <b>High Speed Dot Matrix Printer</b>  | <b>Dot Matrix Printer</b>      | 24 Pin, 475cps or higher @ 10cpi Draft, Serial / Parallel / USB Interface (any two), 64KB Buffer or higher, 1+5 Copies, Ribbon life 5 million characters or higher, Print head life 300 million character or higher.                                                                                   |
| <b>Passbook Printer</b>               | <b>Dot Matrix Printer</b>      | 24 Pin, 390 cps or higher Draft, Ports : Parallel / Serial / USB (any two), Ribbon Life : 10 million characters or higher, Print Head Life : 400 million dots, Horizontal & Vertical Type. Print handling : Automatic front feed for handling average size passbook with Automatic document alignment. |
| <b>Cash Receipt Printer</b>           | <b>Dot Matrix Printer</b>      | 40 Column, 4.5 Lines/Sec. or more, USB or Parallel Interface, Mono Printing, Paper Width: 75.5 mm (3 inch) or more. Ribbon life 15 million characters or higher, Ink Bank/Cartridge 5 million Characters, Print head life 400 million character or higher.                                             |
| <b>Network Laserjet Printer</b>       | <b>Mid-Level Mono Printer</b>  | 25 ppm (A4) or Higher, Processor 400 MHz, Resolution 600 x 600 dpi, Built-in Network Interface (Ethernet with 100Mbps or higher), Duplex Printing, 128 MB RAM or more, Duty Cycle Monthly 80,000 pages or higher.                                                                                      |
| <b>Network Laserjet Printer</b>       | <b>Heavy Duty Mono Printer</b> | 40 ppm or higher (A4) or Higher, Processor 500 MHz or higher, Resolution 1200 x 1200 dpi, Built-in Network Interface (Ethernet with 100Mbps or higher), Duplex Printing, 128 MB RAM or more, One High Speed USB 2.0 or Parallel Port . Duty Cycle Monthly 100,000 pages                                |
| <b>Multifunction Laserjet Printer</b> | <b>Mid Level MFD (Mono)</b>    | 38 ppm or more, Processor 500 MHz or higher, Print/Copy/Scan, 256 MB RAM or more, Hi-Speed USB 2.0, Built-in Network Interface (Ethernet with 100Mbps or higher) , Duplex Printing with Automatic Feeder (ADF).                                                                                        |
| <b>Multifunction Laserjet Printer</b> | <b>Mid Level MFD (Color)</b>   | 18 ppm or higher, Processor 400 MHz or higher, Print/Copy/Scan, 256MB RAM or more, Hi-Speed USB 2.0, Built-in Network Interface (Ethernet with 100Mbps or higher), Duplex Printing with Automatic Document Feeder (ADF)                                                                                |

|                                 |  |                                                                                                                                                                                                                      |
|---------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dot Matrix Printer</b>       |  | 24Pin, 250cps or higher @ 10cpi Draft, 80 Column, LQ 66 or above, Print head life: 150 million strokes or higher, Ribbon Life : 3 million characters or higher, 1+2 copies, 64KB, USB / Parallel I/f., 64dBA or less |
| <b>Ink Tank Printer (mono)</b>  |  | 30 ppm or higher, Noise 60 dBA or less, Print/Copy/Scan, One High Speed USB 2.0 or Parallel Port, Built-in Network Interface (Ethernet with 100Mbps or higher), Duplex Printing with Automatic Document Feeder(ADF)  |
| <b>Ink Tank Printer (color)</b> |  | 30 ppm or higher, Noise 60 dBA or less, Print/Copy/Scan, One High Speed USB 2.0 or Parallel Port, Built-in Network Interface (Ethernet with 100Mbps or higher), Duplex Printing with Automatic Document Feeder(ADF)  |
| <b>Warranty</b>                 |  | 5 year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE..                                                                                           |

**NOTE:**

1. It is mandatory for the seller to provide Self-certification by OEM with confirmation that the application/driver is safe and secure and free from any bug.
2. Specifications mentioned are minimum baseline standards.

| <b>Scanner-1</b>             |                                                                                                                            |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Scanner Speed</b>         | 30ppm and above                                                                                                            |
| <b>Duplex scanning</b>       | Yes                                                                                                                        |
| <b>Scan Technology</b>       | CIS / CCD                                                                                                                  |
| <b>Daily Volume</b>          | 3500 pages per day or higher                                                                                               |
| <b>Scan Resolution</b>       | Upto 600 DPI or higher                                                                                                     |
| <b>ADF Capacity</b>          | Upto 50 Sheets; handles small documents such as ID cards, Aadhaar Card, PAN cards, etc                                     |
| <b>Standard</b>              | USB 2.0 / USB 3.0 compatible                                                                                               |
| <b>Connectivity Warranty</b> | 5 year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE.. |
| <b>Output Format</b>         | Single and mutipls page .tif, '.tiff', '.pdf', '.jpeg', '.jpg', '.bmp'                                                     |
| <b>Operating System</b>      | Windows 11(64 bit); Windows 10(32bit & 64 bit); Windows 8.1 (32bit & 64 bit);                                              |
| <b>Page Type</b>             | A4, Legal                                                                                                                  |
| <b>Scanning Mode</b>         | Full Color / Gray Scale / Black & White                                                                                    |
| <b>Other Features</b>        | Barcode reading                                                                                                            |

**NOTE:**

1. It is mandatory for the seller to provide Self-certification by OEM with confirmation that the application/driver is safe and secure and free from any bug.

**2. Specifications mentioned are minimum baseline standards.**

|                              | <b>Scanner-2</b>                                                                                                          |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Scanner Speed</b>         | 50ppm and above                                                                                                           |
| <b>Duplex scanning</b>       | Yes                                                                                                                       |
| <b>Scan Technology</b>       | CIS / CCD                                                                                                                 |
| <b>Daily Volume</b>          | 5000 pages or more per day                                                                                                |
| <b>Scan Resolution</b>       | Upto 600 DPI or higher                                                                                                    |
| <b>ADF Capacity</b>          | 60 Sheets or more ; handles small documents such as ID cards, Aadhaar Card, PAN cards, etc                                |
| <b>Standard</b>              | USB 2.0 / USB 3.0 compatible                                                                                              |
| <b>Connectivity Warranty</b> | 5 year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE. |
| <b>Output Format</b>         | Single and mutipls page .tif, '.tiff', '.pdf', '.jpeg', '.jpg', '.bmp'                                                    |
| <b>Operating System</b>      | Windows 11(64 bit); Windows 10(32bit & 64 bit); Windows 8.1 (32bit & 64 bit);                                             |
| <b>Page Type</b>             | A4, Legal                                                                                                                 |
| <b>Scanning Mode</b>         | Full Color / Gray Scale / Black & White                                                                                   |
| <b>Other Features</b>        | Barcode reading                                                                                                           |



**NOTE:**

- 1. It is mandatory for the seller to provide Self-certification by OEM with confirmation that the application/driver is safe and secure and free from any bug.**
- 2. Specifications mentioned are minimum baseline standards.**

**General Instructions for Desktops & Laptops**

- i. As a part of installation, the necessary installation of all existing drivers for scanners / printers / other peripherals needs to be completed along with data transfer from old to new desktop / laptop.
- ii. A sticker to be affixed on the CPU mentioning MAC ID and Date of Manufacture. Date of Installation on the sticker to be kept blank initially and actual installation date shall be written with marker pen at the time of installation.
- iii. License Key is to be made available in BIOS
- iv. The Bank may procure all-in-one Desktops configuration of which may be inline with those of desktops.

**General Instructions for Printers and Scanners**

- i. All printers and scanners should be of reputed make.
- ii. Printer PRINthead and PRINT BANDS should be covered under the printer warranty for 3 years period.
- iii. All Printers to be supplied with normal Cartridge and no demo Cartridge to be provided.
- iv. For Line Matrix Printer, the bidder should have back-to-back arrangement with the OEM for providing the support for next 2 years after warranty period.
- v. 5-year on-site warranty from OEM or actual period of warranty required would be shared by the Bank during closed RFP/LTE.
- vi. Consumables of Printers should be locally available where printer is supplied.
- vii. Toner cost, toner yield, drum cost and drum yield should be provided for printers quoted without composite technology. Supporting document/leaflet should be provided from OEM for the same.

**Appendix-D**

**Bidder Details**

**Details of the Bidder**

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

**Name & Signature of authorised signatory**

**Seal of Company**

## **Appendix-E**

### **SCOPE OF WORK AND PAYMENT DETAILS**

Desktops, Laptops, Printers and Scanners are regularly required at various locations of the Bank across India, divided into five zones as mentioned hereunder:

| <b>Zone</b> | <b>Location of Local Head Offices (LHO) in the Zone</b>                                                                                                                 | <b>States and Union Territories Covered</b>                                                                                                          |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| North       | SBI LHOs: New Delhi, Chandigarh, Bhopal, Lucknow, Jaipur                                                                                                                | Uttarakhand, Rajasthan, Haryana, Delhi, Punjab, Himachal Pradesh, Jammu & Kashmir, Laddakh, Uttar Pradesh, Chandigarh, Chhattisgarh, Madhya Pradesh, |
| South       | SBI LHOs: Bengaluru, Hyderabad, Amaravati, Chennai, Thiruvananthapuram                                                                                                  | Andhra Pradesh, Kerala, Karnataka, Tamil Nadu, Telangana, Puducherry, Lakshadweep                                                                    |
| East        | SBI LHOs: Kolkata, Bhubaneshwar, Patna                                                                                                                                  | West Bengal, Odisha, Bihar, Jharkhand, Sikkim, Andaman & Nicobar                                                                                     |
| West        | SBI LHOs: Mumbai, Mumbai MMRDA, Ahmedabad.<br><br>AND<br><br># Corporate Centre and Corporate Centre establishments in Mumbai and Navi Mumbai would be under West Zone. | Maharashtra, Gujarat, Goa, Daman & Diu, Dadra & Nagar Haveli                                                                                         |
| North East  | SBI LHO: Guwahati                                                                                                                                                       | Assam, Manipur, Tripura, Meghalaya, Mizoram, Nagaland, Arunachal Pradesh                                                                             |

# Closed RFP/ LTE for procurement of IT Hardware for Corporate Centre establishments of the Bank other than those located in Mumbai and Navi Mumbai would be as per the geographical area of that respective zone.

- i. The successful Bidders/Applicants will be empanelled for 3 years from date of signing of Service Level Agreement. However, the Bank reserves the right to review the empanelled OEMs every year or as decided by the Bank, based on the eligibility criteria mentioned in **Appendix - B** and terminate the empanelment of such vendors who do not meet the eligibility criteria. The decision of the Bank will be final in this regard.

- ii. New OEMs may be empanelled at any point of time during the tenor of the 3 years at the sole discretion of the Bank. The tenor of such additionally empanelled OEMs will be co-terminus with the original empanelment. Also, it shall be sole discretion of the Bank that it may change the terms and conditions of the empanelment/procurement as per the Bank's requirement. However, such changes shall be duly conveyed to the existing empanelled vendors which shall be applicable to them without any deviation.
- iii. The empanelled OEMs need to register themselves on the GeM portal. The procuring offices/units of the Bank will float a closed RFP/Limited Tender Enquiry (LTE) amongst the empanelled OEMs during the empanelment period through GeM portal. The procurement on GeM portal would be governed by its guidelines. The Bank reserves the right to float the LTE either through L1 method or through QCBS method as per requirement of the Bank.
- iv. Depending upon the requirements the Bank reserves the right to procure any of the IT hardware from vendors/OEMs other than those empanelled through this RFP.
- v. The technical and functional details of the Products and actual warranty period will be specified in the respective RFP to be floated by the procuring offices/units of the Bank during the empanelment period.
- vi. During the closed RFP/Limited Tender Enquiry (LTE) process, the empanelled OEMs have to ensure the following:
  - a) The empaneled OEMs to bid for the closed RFP/Limited Tender Enquiry (LTE) on the GeM portal. However, the IT Hardware may be supplied either by the OEMs or by the channel partner/s of the OEMs. Purchase order/s would be placed by the respective procuring unit/s of the Bank to the OEMs.
- vii. **Support**-The OEMs or their authorised channel partner/s will have to deliver and install the products at the delivery location(s) mentioned in the respective Purchase Order(s) issued by Bank's procuring offices/units as per the timelines mentioned therein.
- viii. The empanelled OEMs to arrange Enterprise Level support either directly or through authorised Topmost (Platinum/diamond/gold etc.) channel partner/s.
- ix. The empanelled OEMs shall ensure that complaints raised by the Bank during the warranty period shall be responded to and resolved within three days from the date of complaint.
- x. **Reports:** All the successful applicants will have to submit a quarterly report of the status of all the POs received during the empanelment period by the first week of next quarter.

### **PAYMENT DETAILS-**

Based upon the requirement, the Bank through its various offices/units would float closed RFP/LTE through GeM portal. The payment would be made as per the terms of the closed RFP/LTE floated by various offices/units of the Bank.

### **INSTALLATION OF GOLDEN IMAGE**

The empaneled OEMs must ensure that the supply of IT hardware will be in accordance with the Information Security guidelines of the Bank. The Desktops supplied to the Bank would be pre-loaded with the Golden Image, containing all mandatory agents like ITAM client, NAC Agent, AV Agent, DLP Agent and IPM Agent, before its supply to the Bank. The Golden Image would be provided by the Bank. The concerned OEM must install the Golden Image before its supply to the procuring offices/units of the Bank. The Bank may come out with revised versions of Golden Image at periodic intervals. Logical and physical security of the Golden Image will be responsibility of the OEM. For non-installation/improper installation of Golden Image the Bank reserves the right to impose penalty like cancellation of Purchase Order either in part or whole, withhold payment of invoices and/or any other penalty under the respective closed RFP/LTE. Further:

- i. The hardware supplied should be capable to integrate with ITSM, SIEM, NAC Endpoints security solutions if any either through agent or agentless technologies.
- ii. The hardware supplied should be inline with Bank's Information Security SCD/VM/PM guidelines.
- iii. The hardware should support IPv4 and or IPv6 protocol standards.

The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the installation of Golden Image at Service Provider's/OEMs location.

### **TECHNICAL AND FUNCTIONAL SPECIFICATIONS-**

The current standardized technical and functional specifications for Desktop, Laptop, Printes and Scanners have been placed at **Annexure-C** for illustration purposes only. The Bank may come out with Centralized release of Standardized Technical Specifications for IT hardware items at periodic intervals or as and when deemed fit. The empaneled OEMs must ensure that post release of revised Technical Specifications, the IT Hardware being supplied must conform to it.

**Appendix-F**

**TEMPLATE FOR SELECTION OF ZONES AND ITEMS FOR EMPANELMENT**

**The bidding OEM has to specify the zones and items for which it wishes for empanelment for supply of IT-Hardware as mentioned in the RFP document.**

**Name of the Bidder:**

| <b>*Zone and Item details</b> | <b>East Zone(Y/N)</b> | <b>West Zone(Y/N)</b> | <b>North Zone(Y/N)</b> | <b>South Zone(Y/N)</b> | <b>North East ( Y/N)</b> |
|-------------------------------|-----------------------|-----------------------|------------------------|------------------------|--------------------------|
| Laptop                        |                       |                       |                        |                        |                          |
| Desktop                       |                       |                       |                        |                        |                          |
| Printer                       |                       |                       |                        |                        |                          |
| Scanner                       |                       |                       |                        |                        |                          |

**\* For areas under zone refer to Scope of Work- Appendix-E.**

**Name & Signature of authorized signatory**

**Seal of Company**

**Appendix-G**

**AGREEMENT FOR EMPANELMENT OF OEMs FOR PROCUREMENT OF  
DESKTOPS, LAPTOPS, PRINTERS AND SCANNERS**

**BETWEEN**

**STATE BANK OF INDIA, \_\_\_\_\_** <sup>1</sup>

**AND**

\_\_\_\_\_ <sup>2</sup>

**Date of Commencement** : \_\_\_\_\_ <sup>3</sup>

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

\_\_\_\_\_  
1 Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

2 The other Party (Contractor/ Service Provider) to the Agreement

3 Effective Date from which the Agreement will be operative.

This agreement (“Agreement”) is made at NAVI MUMBAI \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its IT Partner Relationship Department,<sup>4</sup> hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

\_\_\_\_\_ <sup>5</sup> a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

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 to empanel OEMs for procurement of Desktops, Laptops, Printers and Scanners;<sup>6</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and

<sup>4</sup>Name & Complete Address of the Dept.

<sup>5</sup>Name & Complete Address ( REGISTERED OFFICE) of service Provider,

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



- (iv) Service Provider/OEM is in the business of providing IT Hardware and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. **SBI/ GITC/ IT-Partner Relationship/2024/2025/1307 dated 21.03.2025** 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 & INTERPRETATION**

### **1.1 Definition**

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

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- 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 as mentioned in respective CLOSED RFP/SOW.
- 1.1.4 “Intellectual Property Rights” shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names,

logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.).

- 1.1.5 “Purchase Order Value” means the total price agreed to be paid to Vendor under the respective Purchase Order, which may be issued by the Bank in pursuant to CLOSED RFP from time to time during the empanelment contract period.
- 1.1.6 “Request for Proposal (RFP)” shall mean RFP NO **SBI/ GITC/ IT-Partner Relationship/2024/2025/1307 dated 21.03.2025** along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.7 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.8 “Services” means all services, scope of work and deliverables to be provided by a Bidder as described in subsequent Request for Quotation (CLOSED RFP/LTE) issued in pursuant to the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under the respective CLOSED RFP/LTE.
- 1.1.9 “IT Hardware” means the - IT Hardware products such as Desktops, Laptops, Printers and Scanners.
- 1.1.10 “Deliverables/ Work Product” shall mean all work product generated by the OEMs solely or jointly with others in the performance of the Services,

including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

## **1.2 Interpretations:**

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

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

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

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (Effective Date).
- 1.3.2 Subject to annual review by the Bank, this Agreement shall be in force for a period of 03(three)year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

## **2. SCOPE OF WORK**

2.1 The scope and nature of the work which the Vendor has to provide to the Bank will be described in respective CLOSED RFP issued in pursuant to RFP. The Scope of work for this RFP is as per Annexure-E of this RFP.

## **3. FEES /COMPENSATION**

### **3.1 Professional fees:**

3.1.1 Service Provider (if declared successful Service Provider under respective CLOSED RFP/LTE) shall be paid fees and charges in the manner detailed in respective CLOSED RFP/SOW, 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/ SOW 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/ SOW.

3.2 Under the respective SOW, all duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same.

All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement/ SOW shall be borne by Service Provider. Under the respective SOW, GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4 Payments:

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

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement/SOW. 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.

#### **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/SOW/PO/respective CLOSED RFP.

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/OEM:

4.2.1 Service Provider/OEM 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/OEM 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/OEM shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 4.2.4 Service Provider/OEM 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/OEM 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/OEM 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.

## **5. RESPONSIBILITIES OF THE BANK**

- 5.1 Processing and authorizing invoices
- 5.2 Approval of information

## **6. RESPONSIBILITIES OF SERVICE PROVIDER**

- 6.1 Service Provider/OEM 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/OEM 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/OEM 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/OEM 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 empaneled OEMs must ensure that the supply of IT hardware will be in accordance with the Information Security guidelines of the Bank. The Desktops supplied to the Bank would be pre-loaded with the Golden Image, containing all mandatory agents like ITAM client, NAC Agent, AV Agent, DLP Agent and IPM Agent, before its supply to the Bank. The Golden Image would be provided by the Bank. The concerned OEM must install the Golden Image before its supply to the procuring offices/units of the Bank. The Bank may come out with revised versions of Golden Image at periodic intervals. Logical and physical security of the Golden Image will be responsibility of the OEM. For non-installation/improper installation of Golden Image the Bank reserves the right to impose penalty like cancellation of Purchase Order either in part or whole, withhold payment of invoices and/or any other penalty under the respective closed RFP/LTE.

## **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 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. BANK GUARANTEE & PENALTY**

9.1 Individual Performance Bank Guarantees may be sought by respective procuring offices of the Bank as per the terms of their closed RFP/LTE on GeM portal.

9.2 The Bank Guarantee is required to protect interest of the Bank against the risk of Service Provider's failing to perform / fulfil its commitments / obligations in respect of this RFP; failing to enter into a contract with the Bank and submit the required Bank Guarantee under the respective RFQ/CLOSED RFP, within 30 days of award of the contract or within such extended period as may be decided by the Bank or breach of any other terms and conditions of this RFP, which may warrant invoking of Bank Guarantee.

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

9.4 Performance of the obligations under the respective RFQ/CLOSED RFP/SOW shall be made by Service Provider in accordance with the time schedule specified in respective RFQ/CLOSED RFP/SOW.

9.5 Service Provider shall be liable to pay penalty at the rate mentioned in respective RFQ/CLOSED RFP/SOW in respect of any delay beyond the permitted period in providing the Services.

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

## **10. GENERAL INDEMNITY**

10.1 Service Provider agrees and hereby keeps the Bank indemnified and hold harmless 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.

10.2 Subject to clause 10.2.1 and 10.2.2 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.

10.2.1 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.

10.2.2 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.

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

11.1 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.

11.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank:

11.2.1 In the event of failure of Service Provider to render the Products/Services under the respective CLOSED RFP or in the event of termination of Agreement/SOW 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/CLOSED RFP/SOW until a 'New Service Provider' completely takes over the work.

11.2.2 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 respective CLOSED RFP/SOW, 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 the respective SOW/Purchase Order. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of 10% of the respective Purchase Order Value on demand to the Bank demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

## **12. NOTICES**

12.1 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).

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

12.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

\_\_\_\_\_

(b) In case of Service Provider

\_\_\_\_\_

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

12.5 Addresses for communications under the SOW shall be mentioned in respective SOW.

### **13. GENERAL TERMS & CONDITIONS**

13.1 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

13.2 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

13.3 NON-HIRE AND NON-SOLICITATION: During the term of respective SOW and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party who performed any work in connection with or related to Services under such SOW, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

13.4 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

13.5 MODIFICATION: This Agreement/SOW may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement/SOW.

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

- (i) This Agreement;
- (ii) Annexure of Agreement;
- (iii) RFP

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

13.8 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

13.9 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

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

State Bank of India

By:

Name:

Designation:

Date:

Service Provider

By:

Name:

Designation:

Date:

WITNESS:

1.

2.

1.

2.



**Appendix-H**

**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 IT Partner Relationship 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. Any breach of this Agreement by Receiving Party’s Covered Person shall also be constructed a breach of this Agreement by Receiving Party.

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

3. **Rights and Remedies**

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor,

lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of **03 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 \_\_\_\_\_

RFP for Empanelment of OEMs to create AVL  
for supply, installation & maintenance of  
Desktops, Laptops, Printers and Scanners



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

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

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

**Appendix-I**

**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–J**

**Format for Submission of Client References**

**To whosoever it may concern**

| Particulars                                                                                              | Details                                                     |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Client Information</b>                                                                                |                                                             |
| Client Name                                                                                              |                                                             |
| Client address                                                                                           |                                                             |
| Name of the contact person and designation                                                               |                                                             |
| Phone number of the contact person                                                                       |                                                             |
| E-mail address of the contact person                                                                     |                                                             |
| <b>Product Details</b>                                                                                   |                                                             |
| Product(s) supplied (please tick the applicable option)                                                  | Entry level servers / Desktops / Laptops/Printers / Scanner |
| Value of the PO (s) in Rs.                                                                               |                                                             |
| PO issued in the year (please tick all the applicable options)                                           | 2023-24 / 2024-25                                           |
| Supply/Installation/ Warranty services provided during the year (please tick all the applicable options) | 2023-24 / 2024-25                                           |
| Product(s) and Services were provided in the *Zone (please tick all the applicable options)              | East / West / North / South / Northeast                     |

\*List of states as per Scope of Work-Appendix-E may be referred for this.

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-K**

**FORMAT FOR EMD BANK GUARANTEE**

To:

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**EMD BANK GUARANTEE FOR**

**EMPANELMENT OF OEMs FOR PROCUREMENT OF DESKTOPS, LAPTOPS, PRINTERS AND SCANNERS**

**AS ARE SET OUT IN THE SBI RFP NO. SBI/GITC/IT-Partner Relationship/2024/2025/1307 DATED 21/03/2025**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited **Request for Proposal for Empanelment of OEMs for procurement of Desktops, Laptops, Printers and Scanners** (name of Product/ Service) as are set out in the Request for Proposal SBI/GITC/IT-Partner Relationship/2024/2025/1307 dated 21.03.2025.

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.10.00 lacs /-(Rupees Ten lacs only) as Earnest Money Deposit.

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

**4. NOW THIS GUARANTEE WITNESSETH THAT**

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the



notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

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

Notwithstanding anything contained hereinabove:

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

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

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

Yours faithfully,

For and on behalf of

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

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

### **ABBREVIATIONS**

|             |                                               |
|-------------|-----------------------------------------------|
| AV Agent    | Anti-Virus Agent                              |
| BIS         | Bureau of Indian Standards                    |
| DLP Agent   | Data Leak Prevention Agent                    |
| IPM Agent   | Intelligent Power Module Agent                |
| ITAM client | IT Asset Management Client                    |
| IPV4        | Internet Protocol Version 4                   |
| IPV 6       | Internet Protocol Version 6                   |
| ITSM        | IT Service Management                         |
| LTE         | Limited Tender Enquiry                        |
| LHO         | Local Head Office                             |
| NAC         | Network Access Control                        |
| NAC Agent   | Network Access Control Agent                  |
| ROHS        | Restrictions of Hazardous Substances          |
| SBI         | State Bank of India                           |
| SCD/VM      | Secure Configuration Document/Virtual Machine |
| SIEM        | Security Information Event Management         |
| SOW         | Scope of Work                                 |
| QCBS        | Quality and Cost Based Selection              |