STATE BANK OF INDIA

Information Technology Services Department
Local Head Office
DELHI

TENDER DOCUMENT

TENDER NUMBER: ITS/250/2019/329/
DATED: 05/07/2019

LAST DATE OF SUBMISSION OF BIDS
19/07/2017

For
ANNUAL MAINTENANCE CONTRACT (AMC)

Of
HIGH END COMPUTER HARDWARE INSTALLED AT CCPC1 & CCPC2 DELHI
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1. Overview
State Bank of India is India’s largest Bank with a network of over 22,000 branches spread across India. Bank also has presence in 32 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

2. Purpose
The State Bank of India is requesting proposal for Undertaking Annual Maintenance of High End Hardware and Software installed at CCPC New Delhi (Parliament Street) and CCPC2 (Okhla, New Delhi)
The purpose of the SBI behind this RFP is to seek a detailed technical and commercial proposal for Annual Maintenance of hardware assets including software.

3. Invitation
The bidders desirous of taking up the project for supply of above solution 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 AMC Service providers empanelled with SBI Delhi Circle for Hardware, Software support & Network maintenance having the necessary experience, capability & expertise to provide the AMC services adhering to Bank’s requirement outlined in this RFP.
This RFP is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with a selected Bidder.

4. RFP Terminology
Definitions: In this Contract, the following terms shall be interpreted as indicated, throughout this RFP, unless inconsistent with the subject matter or context:

4.1 “The Bank/Purchaser/SBI” Shall be determined in context and may mean without limitation “State Bank of India”.

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

4.5 Bidder/Service Provider– An eligible entity/firm submitting a Proposal/Bid in response to this RFP.

4.4 “Vendor” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.
4.5 "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

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

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

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

4.9 "The Project" means maintenance of computer hardware, software & networking services for a period of 12 months.

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

4.11 Proposal/Bid – the Bidder’s written reply or submission in response to this RFP.

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

4.13 Solution/Services/Work/System – “Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.

4.14 ITB – mean instructions to the Bidder.

4.15 Project Cost - Project cost would be the amount of AMC calculated on the actual inventory at the rate quoted by bidder on replacement cost given by the bank.

4.16 Similar Projects- Criticality of application, Technical expertise required , handling of same OEM hardware and magnitude of work.

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

5. Eligibility Criteria (Annexure B)

Bid is open to all Bidders who are presently empanelled with SBI Delhi Circle and have documentary evidence to prove their expertise, experience, capability and skilled team to handle similar projects in past three years.

Fulfillment of criteria does not necessarily ensure short listing. Bank may seek any other information required before finalization of Panel.
6. **Scope of work (Annexure-A)**

During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation and software maintenance and upkeep to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares (original from OEMs) etc. and helping the users during installation and stabilisation of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor’s side to work (along with the technical staff/operating staff from the Bank’s side) on these days as well, even though these may be holidays as per their service conditions.

**Hardware includes High end equipment mentioned in Annexure C. CBS Hardware (Desktops & CBS Servers, Laser Printers) are not part of above hardware.**

7 **Disclaimer**

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

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and 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. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

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

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and 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 in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

8 Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its Bid:

- an EMD of Rs.2.00 lac (Rupees Two lac only) for participation in the RFP.

8.1 The EMD is required to protect the Bank against the risk of Bidder’s conduct, which would warrant the EMD forfeiture.

8.2 The EMD shall be denominated in Indian Rupees and shall be paid either by Demand Draft or Pay Order issued by any Scheduled Commercial Bank in favour of “State Bank of India, LHO Delhi” payable at Delhi OR in the form of a Bank Guarantee as per “Annexure-I” issued by a Scheduled Commercial Bank in India other than State Bank of India and its Associates, drawn in favour of State Bank of India payable at Delhi and valid for a period of 180 days.

8.3 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

8.4 The EMD of the unsuccessful Bidders in Technical Bid shall be returned within 2 weeks from the date of Tender finalisation. EMD of the successful vendors will be returned after they execute the required agreement and deposit PBG (as required under Para 9) with the respective cluster, in respect of all the clusters allotted to them.

In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

8.5 The EMD may be forfeited:

a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP;

b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

c) in the case of a successful Bidder, if the Bidder fails
   (i) to sign the Contract; or
   (ii) to furnish Performance Bank Guarantee within 15 days from the date of letter of intent issued by bank.

d) The Bank reserves the right either to invoke the EMD (Bank Guarantee /collect
payment on pay order) or to cancel the AMC or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them.
e) In case the EMD is forfeited or the EMD (Bank Guarantee/Pay order payment) is invoked for any of the reasons mentioned above, the bidder would be debarred from participating in the next 3 tenders of this office in areas under Delhi Circle of State Bank of India as per sole discretion of the Bank.
f) No interest will be paid on EMD.

9. Performance Bank Guarantee (BG)

The selected bidders (in sealed bids) would be required to submit a performance Bank Guarantee as per proforma attached as Annexure ‘H’ for both combined, valid for a period of 15 months for an amount equivalent to 5% of order value within 15 days of purchase order issue date, and also execute an agreement on the Performa attached (Annexure-J), for the tenure of AMC, which shall be forfeited if the services are terminated abruptly by vendor or for any such deviation the Bank deems fits to forfeit the security. Further, unpaid AMC charges, if any, will also not be paid in these circumstances. In case of no punitive action against the vendor, the PBG will be refunded after a period of 15 months and such other extended period as the Bank may decide for due performance of the project obligations or on settlement of any claim against the vendor, whichever is later. The bank guarantee should be issued by any scheduled commercial bank, other than SBI. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted for Performance bank Guarantee.

10. Bidding Document & General Instructions for submission of Tender/Bid

10.1 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.2 Content of Bidding Document

10.2.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Functional Requirement Specifications (FRS), Eligibility Criteria, Technical Bid and Financial Bid. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

10.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid. While SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve
Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

10.2.3 Clarifications & Amendments
If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

The Bidder requiring any clarification of the bidding documents should submit written queries on or before 12th of July 2019.

At any time prior to the deadline for submission of bids, SBI may modify the bidding document by amendment.

Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be advised to all empanelled vendors. SBI, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

10.4 No consideration will be given to a Bids/Quotation received after the stipulated date and time and no extension of time will normally be permitted for submission of Bids/Quotations.

10.5 Bids/Quotations not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.

10.6 The vendor(s) are not permitted to authorise their dealers etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. The Bank will refuse such requests and arrangements.

10.7 The bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the Bank shall be final and binding on the bidder. Kindly ensure that ambiguous or unquantifiable costs/amounts are not included in your offer, which would disqualify your offer.

10.8 Since all our branches are now computerized, for the purpose of rationalization and simplification, the vendors are required to quote certain percentage of indicative replacement value of indicative hardware/software items as per Annexure ‘C’, for CCPC-1 and CCPC-II combined. For this purpose, the indicative configuration/specification of broad categories of HW/SW items is placed at Annexure “C1 to C2”. Please note that these are only broad categories of configurations/items of HW/SW which may vary either side. The AMC is on ‘as is where is’ basis during the currency of the contract and approximate no of machines in each branch/office per cluster is available in same Annexure.

10.9 The L-1 vendor will be determined on the basis of the lowest quote for both CCPC-1 and CCPC-II combined.
10.10 As the quality of service support rendered by the vendor is directly linked to the AMC rate, the Bank retains the right of rejecting the abnormally low quotes compared to the industry norms.

10.11 Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.

11 Bidding Process

11.1 The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other containing Commercial Bids (combined for both CCPC’s), to be submitted in one master envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for commercial bid opening and further RFP process.

12 Preparation and Submission of Bids

All bidder will submit the bid with a presentation & supporting documents covering all the requirement of the tender in respect of their ELIGIBILITY to bid.

12.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.

12.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.

12.3 Technical bid should comprise of one hard copy and one soft copy (Word format). Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as “TECHNICAL BID”. These two sealed envelopes should be placed in a single sealed envelope super-scribed as “Technical bid for AMC of hardware & Software for CCPC 1 & CCPC 2, State Bank of India, Delhi Circle”.

The technical bid should consist of the following:

i. Copy of Tender document signed by authorized signatory.

ii. Earnest Money Deposit as specified in this document

iii. A letter on bidder’s letterhead mentioning

   a) Details of EMD submitted, technical competence and experience of the bidder
   b) Certifying that the period of the validity of the bid is 180 days from the target date of submission of bid
   c) Confirming that the bidder has quoted for all the services mentioned in the bid in their commercial bid
   d) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure B.

iv. Bidders information as per Annexure E on bidder’s letter head

v. Any other relevant detail bidder want to submit
12.4 Bidder should submit commercial bid as per Annexure F. The Bidder should submit one envelope of Commercial Bid. Commercial bid should be a complete document and placed in a sealed envelope super-scribed as “COMMERCIAL BID CCPC 1 & 2.”

12.5 Bid Prices

The prices should be specified only in “Commercial Bid” and must not be specified at any other place in the bid document. The quotes should be in percentage of replacement cost mentioned in Annexure “C” and inclusive of all taxes.

Note: If any taxes to be paid by the Bank, same should be mentioned explicitly

12.7 Revealing of Prices

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid, failure to do so make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by the bank, revised commercial bid may be required to be submitted in a separate sealed envelope.

12.8 Pre-Bid Meeting and site visit

SBI may, at its sole discretion, organise a pre-bid meeting, to resolve any queries, bidder may have. Any further information will be provided to all bidders as corrigendum. Any clarification on queries raised by bidder will be provided to the bidders in writing or will be sent as corrigendum.

12.9 Validity of Bids

Bid shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise/modify the bid document.

12.10 Bid Integrity

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of SBI. The bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/or use the contents of submission as the basis for RFP process.

12.11 Format and Signing of Bid

12.11.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Commercial Bid and other requested information.
12.11.2 All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

12.11.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

12.11.4 In case of any discrepancies between hard and soft copy, the hard copy will be considered as base document.

12.11.5 Bid should be typed and submitted on A4 size paper [font type Arial 12], spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

12.12 Last date of receipt of bids

The bid should be addressed to AGM (ITS), at following address up to the time and date mentioned at bid details (Page 3, this document)

State bank of India, Local Head office, 6th Floor, ITS, 11, parliament Street, New Delhi 110001

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

12.13 Bid Currency

Prices shall be expressed in Indian National Rupees only.

12.14 Late Submission of bids

Any bid received by the Bank after target date and time prescribed at Bid details will be rejected and/or returned unopened to the bidder at his risk and responsibility.

12.15 Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity. The bidder may submit modified bid before the last date & time of submission of bids.
13. Opening and Evaluation of Bids

13.1 All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

13.2 Evaluation Process

13.2.1 Preliminary examination

The bids will be examined by the Bank to determine whether they are complete and whether required EMD has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

13.2.2 Technical Evaluation

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in Annexure B) and technical information submitted as per technical bid format (Annexure D), proposed service solution, system demonstration of proposed solution, reference calls and site visits. The bidder may highlight the noteworthy / superior features of their solution live (Call resolution mechanism in minimum time). The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank, the capability of the solution to support all the required functionalities at their cost in their lab / office / in any other organization where solution is in use.

The evaluation will also take into account:

- State of the art solution offered by the bidder to any noticeable Bank in India. The bidder should furnish the details when requested.
- Does the solution offered by the Bidder is a complete system as a project and has not integrated any third party solution
- Capability of the proposed solution to meet future requirements not outlined in the RFP
- Bidder support facilities like online support / email support/ online support, time period like 24 * 7, 365 days per year etc.
- Bids meeting the eligibility criteria &having complied with the points of Technical Bid shall be qualified for commercial bid opening.
- The bidder should use its tools/utilities/simulators to demonstrate the features laid in the RFP / evaluation criteria
- Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bids which do not qualify the eligibility
criteria and all terms during preliminary examination will not be taken up for further evaluation.

- The Bank reserves the right to evaluate the bids on technical & functional parameters.
- During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

13.2.3 Commercial Evaluation

**Bidder should provide Single combined Commercial bid for both cluster (CCPC1 & 2)**

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in *Annexure F*. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

13.2.3 The L1 Bidder will be selected on the basis of combined lowest Bid for both clusters individually as quoted in the Commercial/Price bids.

13.2.4 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

13.2.5 Each vendor must submit Technical Bid and Commercial Price Bid for both the clusters to be eligible for participation in Commercial Bid. Bank reserves the right to reject any or all incomplete bids.

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

14. Award & Signing of contract

14.1 Award Criteria

The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid. SBI will notify successful bidder (L1) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance. The successful bidder shall be required to enter into a contract/SLA with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, PBG, agreement, actual inventory of the Clusters awarded and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.
14.2 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, 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.

14.3 Notification of Award
Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

The notification of award will constitute the formation of the Contract.
Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

AMC will be valid for 12 months from the date of commencement. However, the same shall be subject to renewal on the same rates and terms & conditions provided the service support is found satisfactory. The rates shall be valid for 2 years in case of renewal, if mutually agreed by Bank & Vendor. The AMC shall commence immediately as per the letter of allotment of AMC.

14.4 As per clause 8.5 of this document, the Bank will be within its rights to cancel the allotment of the AMC to the vendor and proceed with forfeiting of the EMD and other penal provisions, and allot the same to L2/L3 bidder of the respective cluster (at L1 rates) for the interim period till such time the new price discovery for the cluster is made.

15. Subcontracting
THE COMPANY will not subcontract or permit anyone other than THE COMPANY personnel to perform any of the work, services or other performance required of THE COMPANY under this Agreement.

16. Patent Rights
For any licensed software used by the Vendor for performing services or developing software for the Bank, the Vendor should have right as well right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Vendor / Subcontractor should not put the Bank at risk. The bank should reserve the right to audit the license usage of the Vendor.

The Vendor shall, at their own expenses, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/infringement of patent/trademark/copyright/ trade secretes or industrial design, the supplier shall after due inspection and testing get the solution redesigned for SBI at no extra cost.

The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees.
The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The supplier shall grant the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software provided by the supplier, including all inventions, designs and marks embodied therein perpetually.

17. Powers to Vary or Omit Work

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 bidders 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 bidders, 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 bidders 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 Bank confirms his instructions, the successful bidder’s obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of 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.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

18. No Waiver of Bank Rights or Successful Bidder’s Liability

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

19. **Inspection, Quality Control and Audit**

19.1 The Bank may, at its discretion, get the products, software's/hardware's and services of the finally selected bidder inspected/audited by its internal/external inspectors/auditors. The finally selected bidder and or his/their outsourced agents/sub-contractors shall facilitate the same.

19.2 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority/Bank’s consultant/Testing agency entrusted by the Bank to carry out this work.

19.3 The Bank may, at its discretion carry out pre-shipment factory/godown inspection by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder’s office as per specification provided by the Bank.

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

19.5 The Bank’s at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.

19.6 The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:

   (a) The Bank may, at its discretion carry out inspection/pre-shipment acceptance testing of goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards/specifications at factory site of the supplier before dispatch of goods, by the Bank’s officials/Bank’s Consultants/Testing Agency.

   (b) The supplier should intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;

   (c) The Bank may, at its discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided by the Bank meriting waiver of such inspection of goods.

   (d) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding **two weeks** will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
(e) The inspection and quality control tests may be conducted on the premises of the supplier, at point of delivery and / or at the Goods’ final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.

Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

20 Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 1 (one) month, for any valid reason, including but not limited to the following reasons:

i) Laxity in following security standards laid down by the Bank
ii) Excessive delay in execution of orders placed by the Bank
iii) Discrepancies / deviations in the agreed processes and/or products
iv) Violation of terms & conditions stipulated in this RFP

21 Conflict of Interest:

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

(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 4A 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:

(i) 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
(ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(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 others' information about, or to influence the Bid of either or each other; or

(f) such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

22 Delays in the Vendor’s performance in successful implementation of the project

Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation/defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

23 Liquidated Damages

If vendor fails to perform services within stipulated time schedule or any loss is suffered by the Bank due to Acts attributable to the Service Provider, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the total project cost for delay of each week or part thereof maximum upto 10% of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

24 Termination for Default

SBI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the contract in whole or part: if the Vendor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract.

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

24.1 The Bank may, without prejudice to any other remedy for breach of contract, written notice of not less than Fifteen days to the Service Provider, terminate the Agreement in whole or in part:

(a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
(b) if the Service Provider fails to perform any other obligation(s) under the Agreement;
(c) for any reasons which the Bank, at its sole discretion consider a fit and proper ground for termination of the Agreement;
(d) on the happening of any termination event mentioned herein above in this Agreement;
(e) for convenience; or
(f) in the interest of the Bank.

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

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

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

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

d. If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.

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

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

g. If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 2013 becomes a director of the Bank.

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

24.4 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

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

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

(a) such rights and obligations as may have accrued on the date of termination or expiration;
(b) the obligation of confidentiality; and
25 Force Majeure

Any failure or delay by bidder or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination.

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

26 Termination for Insolvency

SBI may at any time terminate the Contract by giving written notice to the Vendor, if the vendor becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to SBI.

27 Governing Law and Disputes (Applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

28 Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

29 Governing Law

The contract shall be interpreted in accordance with the laws of the Government of India.
30 **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. For the purpose of all notices, the following shall be the current address:

**State Bank of India, Local Head office, 6th Floor, ITS,**

11, parliament Street, New Delhi 110001,

Ph 011-2340-7300, Fax 011-23747471, email: agmits lhodel@sbi.co.in

The notice shall be effective when delivered or on the notice’s effective date whichever is later.

31 **Taxes and Duties**

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

31.2 The vendor shall procure and maintain all necessary license permissions, approvals from the relevant authorities under the applicable laws throughout the currency of the Contract.

31.3 If during the currency of the contract, any Statute, rules/Govt. Notification prohibit employment of Contract Labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the contractor or his workmen/employees.

31.4 The Vendor shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and subcontractors and in particular, Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Vendor would indemnify/make good for the losses to the bank for non-compliance or any claims against the bank arising out of any non-compliance as above.

31.5 The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

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

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

**Note: If any taxes to be paid by the Bank, same should be mentioned explicitly.**

### 32 Vendor’s Obligation

32.1 The vendor is obliged to work closely with SBI’s staff, act within its own authority and abide by directives issued by SBI from time to time.

32.2 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.

32.3 The Vendor will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of SBI as explained under ‘Non Disclosure Agreement’ in **Annexure E 2** of this document.

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

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

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

32.7 The Vendor is responsible for conformity to rules & regulations related to employment of staff like Minimum Wages Act, Provident Fund etc.

### 33 Fraud & Corrupt Practices:

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

33.2 Without prejudice to the rights of the Bank under Clause 21.1 hereinafore, if a Bidder is found by the Bank to have directly or indirectly through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the
Bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

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

(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

34 Technical Documentation

Following documents should be delivered by the Vendor to the Bank for every software including third party software before software/service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.

The Vendor should also provide the MIS reports as per requirement of the Bank.

Any level/version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank free of cost in timely manner.

**35 Services**

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

The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution.

Bidder should ensure that vendor’s key personnel with relevant skill are always available to the Bank.

Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

Bidder should be willing to transfer skills to relevant Banking Personnel by means of training and documentation.

**Bidder should provide and implement patches / upgrades / updates for Hardware / Software / OS / Middleware etc as and when release by the Vendor/OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all release /version change.**

The services to upgrade /update the patches /versions are to be provided free of cost, the license if required any, will be purchased and provided by the Bank.

**Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.**

**Bidder has to support older versions of the software / Hardware / OS/ Middleware etc in case the Bank chooses not to upgrade to latest version.**

Bidder should provide maintenance support for Hardware / Software / Operating System/ Middleware over the period of utility of Hardware / Software / Operating System /Middleware till the duration of contract.

All products updates, upgrades & patches should be provided by the Bidder/Vendor free of cost during warranty and AMC/ATS period.

Bidder should provide legally valid software solution. The detail information on license count and type of licences should also be provided to the Bank.

The Bidder should keep the Bank explicitly informed the end of support dates on related products/hardware and should ensure a support during warranty and AMC/ATS period.

For every change request Vendor should provide detail effort estimates to the Bank including the code change requirements, affected applications, resource requirements, testing requirement, time required to implement the changes etc.
36 Terms & Conditions

This is a closed tender and only vendors empanelled with SBI Delhi Circle for providing AMC services of Hardware & Software support and Network maintenance can participate. Contract Validity: 12 months from the date of letter of Intent issued by the Bank.

36.1 The broad details of the Computers and Peripherals are given in ‘Annexure C’

36.2
a) All bids and supporting documentation shall be submitted in English.

b) SBI reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank’s decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the vendor.

c) Any Bid not containing sufficient information, in view of SBI, to permit a thorough analysis may be rejected.

d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

e) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.sbi.co.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

g) Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.

h) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.

i) SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:

   (i) Services Contemplated are no longer required
   (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
   (iii) Proposed prices are unacceptable to the Work
   (iv) The Project is not in the best interest of SBI
   (v) Any other reason
j) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.

k) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

I) SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc

m) Bank reserves the right to appoint a consultant at any stage during bidding process.

n) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder.

p) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

g) Vendor is not authorized to sale any proprietary and bank-specific customization of software to any other party for a predefined period of 3 years. After expiry of predefined period, if Vendor wishes to sale such customization to some other party, a written concurrence/permission from the Bank should be obtained.

r) Endor should carry out any change request necessitated by the Bank in solution provided

s) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank’s information/documents etc. Bank may seek details / confirmation on background verification of Vendor’s employees worked/working on Bank’s project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

36.4 The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like K.Y.E etc.

36.5 Successful bidder will have to enter into an agreement with the Bank. A draft agreement is enclosed as ‘Annexure J’. The agreement is designed / drafted based on the Terms & Condition / Clauses mentioned in this RFP document. However, Bank reserves the right to add / delete any other clauses in the Agreement.

36.6 Would be responsible for the overall technical support of the area in which he is working including cluster servers.

36.7 Bidder shall appoint an experienced Project Manager dedicated to the project execution. The Project manager will be direct point of contact for all SBI Delhi Circle (Clusters awarded) AMC issues with the bidder. The Project Manager may be stationed at bidder’s office and he should have proven expertise in rendering support services in similar capacity.

36.8 The Project Manager will arrange to submit monthly call reports of a cluster with solution provided to cluster heads.
36.9 The support service Engineer stationed at each cluster should be B.E / BTech degree / diploma from a reputed university and should have a minimum of 5 years experience. The other engineer(s) involved in this project should be with minimum diploma and 2-3 years experience in similar type of support services. They should be capable to maintain Hardware, software & networking under the contract to ensure 99% up-time.

36.10 The Bidder will submit plan for back up arrangement in case the resident engineer or other engineers who are operating in clusters for SBI Delhi Circle AMC Project are on leave or otherwise not available to give support services.

36.11 Each resident engineer must have some minimum stock of spares to cater to their specific location.

36.12 The Vendor to submit “Manufacturer’s Authorization Form” (MAF) from OEMs of Equipment installed at both clusters during AMC of hardware/software & Networking in allotted cluster(s) of SBI, Delhi Circle. The vendor to ensure back to back support from OEMs of critical hardware in case of replacement of parts and/or any technical support required from OEMs.

36.13 Vendor will have the right to change Service engineer(s) deputed in a cluster. But, any such change will be intimated to the Bank well in time and must have the approval of the Bank.

36.14 The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.

36.15 During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/up gradation, preventive maintenance, porting of data, maintenance of spares etc., maintenance of existing LAN setup including Network Components and helping the users during installation and stabilisation of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor’s side to work (along with the technical staff/operating staff from the Bank’s side) on these days as well, even though these may be holidays as per their service conditions.

36.16 All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any particular time/day should be conveyed in advance to the branch and alternative arrangements worked out.

36.17 Escalation matrix to be submitted along with the technical bid.

36.18 If the vendors so desire, they may inspect the systems at locations in different Clusters mentioned in RFP. The site inspection will be permitted on request and by prior arrangement with the Cluster Head/ CM IT.

36.19 Team of engineers per cluster: Minimum one Service Engineer for both CCPC each will be provided for the Project AMC CCPCs.
36.20 The number of engineers so calculated as above is minimum and the pool of engineer for the project may need to be enhanced for uninterrupted services of the Bank. The team of engineers should be dedicated for SBI use only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joining during AMC, the above details will be immediately furnished to the Bank.

36.21 The L1 vendor will be selected through sealed bids and the vendor with lowest quote will be identified for providing Maintenance services for the respective cluster(s). However, the vendor allocation will be at the sole discretion of the bank. Bank also reserves the right to change the vendor after evaluation of quality of service; such evaluation would be made after the end of first three months of commencement of the contract at LHO, DELHI.

36.22 Network Infrastructure/Inventory: The items furnished in the Annexure C (General Specifications) are only indicative and liable to alteration by omission, deduction or addition and this should be clearly understood.

36.23 Quoted rates not subject to variation/escalation: The rates should be firm and not subject to any variations in prices of components, basic material, exchange rates, taxes (excluding Service Tax), duties, railway/freight and the like, labour rates, octroi (where applicable) etc.

37 Downtime Penalties:

37.1 The vendor shall resolve any complaint and failures in the equipment and shall repair and replace worn out or defective parts of the equipment immediately. The vendor shall ensure that faults and failures intimated by SBI are diagnosed and repaired within 3 hour from the designated location of that cluster, if any. If the repair work is expected to prolong beyond 3 hour to down time, the vendor shall replace the defective equipment with stand-by equipment immediately and restore operations.

37.2 A minimum uptime of 99% for all Equipment will have to be ensured at all times. The total downtime at the cluster will be calculated as the period an item was not working.

37.3 The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for the purpose of calculating the total downtime. The call will be treated as closed after final resolution of the problem and confirmation thereof by the Branch. Down time shall start from the time of intimation by the Branch/Office personally to resident Engineer, by phone or e-mail or escalation portal up to the time call sheet is provided by the service engineer.

37.4 Down time (beyond the levels) defined on account of delayed sourcing of spares and/or lapses will attract penalties.

37.5 The undernoted penalties are prescribed for various non-performance/deviation (beyond 3 hours as per para 37.1).

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Period for delay</th>
<th>Amount in rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to 3 Hour</td>
<td>1000</td>
</tr>
</tbody>
</table>
State Bank of India, ITS Department, Delhi LHO Tender No: ITS/250/2019/329/329  Dated 05/07/2019

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Period for delay</th>
<th>Amount in rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Up to 6 Hours</td>
<td>2000</td>
</tr>
<tr>
<td>3</td>
<td>Up to 8 Hours</td>
<td>3000</td>
</tr>
<tr>
<td>4</td>
<td>Thereafter penalty up to 3 days (per day)</td>
<td>5000</td>
</tr>
<tr>
<td>5</td>
<td>Penalty beyond 3 days (per day)</td>
<td>10000</td>
</tr>
</tbody>
</table>

ii) Downtime with Hardware replacement

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Period for delay</th>
<th>Amount in rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to 3 Hour</td>
<td>500</td>
</tr>
<tr>
<td>2</td>
<td>Up to 6 Hours</td>
<td>1000</td>
</tr>
<tr>
<td>3</td>
<td>Up to 8 Hours</td>
<td>1500</td>
</tr>
<tr>
<td>4</td>
<td>Thereafter penalty upto 3 days (per day)</td>
<td>2000</td>
</tr>
<tr>
<td>5</td>
<td>Penalty beyond 3 days (per day)</td>
<td>5000</td>
</tr>
</tbody>
</table>

iii) Downtime /up gradation of software etc.

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Period for delay</th>
<th>Amount in rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to 3 Hour</td>
<td>500</td>
</tr>
<tr>
<td>2</td>
<td>Up to 6 Hours</td>
<td>1000</td>
</tr>
<tr>
<td>3</td>
<td>Up to 8 Hours</td>
<td>1500</td>
</tr>
<tr>
<td>4</td>
<td>Thereafter penalty up to 3 days (per day)</td>
<td>2000</td>
</tr>
<tr>
<td>5</td>
<td>Penalty beyond 3 days (per day)</td>
<td>5000</td>
</tr>
</tbody>
</table>

iv) For any other deviations of terms & conditions not included in (i), (ii) & (iii) above:
   a) Rs.500/- per instance
   b) Rs.1,000/- if the same instance is repeated

37.5.1 However, the down time is due to Force Majeure as per clause 25 and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.

37.5.2 The time of delay/default for determination of penalty will be calculated from the time of lodgment of complaint at the dedicated toll free number/e-mail provided by the AMC vendor for the purpose, or from the copy of the call sheet duly signed by the Branch officials.

37.5.3 The penalty will be recovered at CCPC I & CCPC 2 respectively based on the recommendations of System Administrator/System Official posted thereat.

37.5.4 Any decision regarding remission or any other issue relating to penalty will be taken up and decided by the committee consisting the under noted members:
   a) AGM (IT Services)
   b) CM (Admin) at CCPCs
   c) System Official posted at concerned CCPC

AGM (ITS)
State Bank of India
Local Head Office
ANNEXURE A

Broad Scope of work

The rate contract shall cover High end Hardware / Software & Networking equipment for Annual Maintenance Support Services for installed / upcoming Hardware/Software & associated Peripherals at CCPC 1 & CCPC 2 under SBI Delhi Circle. Annual Maintenance Support Services shall cover Maintenance & repair of all IT Systems inclusive of all parts for items mentioned in Annexure ‘C’ and any other components/accessories as installed/available wherever available and installed, upcoming peripherals during the Contract period. Software consists of all software running on the hardware mentioned as on date.

The same rates shall be used for adding a new hardware under AMC in future. For the hardware covered at an interim date, the AMC cost shall be calculated on pro-rata basis. The Scope of Work mentioned herein is only a broad guideline for AMC services, which includes all these activities under the Contract.

A. Maintenance Support Services

SERVERS/ SAN and other Equipment/Peripherals/All other hardware

The Vendor shall provide comprehensive Hardware maintenance support, including supply and replacement of defective modules, components / parts etc. for different type of Servers installed and integrated with LANs Including O/S support. Servers can be Blade/Rack/Tower type Servers and shall include, CPU unit, motherboard, monitor, power supply, RAID cards, different types of internal and external storage- including SAN/NAS/DAT type storage as applicable, various types of keyboard& Mouse, KVM switches, speakers, c-mos battery, power cords and adaptors and all other components, parts, and peripherals attached to the servers etc.

The Vendor shall provide complete support for configuring / upgrading / updating all Operating Systems running on these Servers or any other latest Server operating systems, or any other applicable versions of Standard Server based Operating Systems installed on the IT infrastructure.

The AMC charges quoted under this contract shall be inclusive of supply & replacement of all defective components / modules / units / parts etc. The scope of work shall be as below, but not limited to this, as it is the responsibility of the Vendor to make the system fully operational:

a) To keep all the covered IT systems and associated peripherals neat, tidy and under proper working order. The Vendor shall however, be required to attend to all the attached peripherals.

b) Different types of hardware shall include all types of logic cards, power adaptors etc. Scanners shall include all parts/components of the scanner including the scanning unit, ADF, power adaptors and other types of adaptors etc and all To diagnose defects, undertake repair / rectification of defects and to carry out on call, corrective, preventive and breakdown maintenance services to set right the reported malfunctioning of the systems. This includes replacement of all defective / unserviceable parts & accessories of Systems / Peripherals etc. like CPU, Mother board, RAM, Hard disk, network cards, network cards, Power supply, PC & Printer interface cords/cables/adaptors, Power Adapters for the Laptop PCs/printers/Modems/speakers and all other peripherals, cords, cables etc. Vendor
shall make his own arrangements of bringing all required tools at SBI Branch/Office premises.

c) After repair, the Vendor shall bring the machine to its satisfactory & acceptable working condition. Used / sub standard / repaired Spare parts in lieu of irreparable components will not be accepted by SBI as a spare parts replacement. The Vendor shall make his own arrangements for bringing the spare parts, software tools & testing equipments for providing the services. The Vendor shall maintain sufficient inventory of frequently required new & genuine spare parts like Power supply, Hard disks (all types as fitted with the system), Keyboard, TFT/CRTs (Monitors of all sizes), Mouse, device drivers, various cables, connectors and other spare parts etc., to ensure uptime of Systems / Subsystems & Peripherals as per SLA defined at various locations of SBI. However, SBI will extend the facility of storage of these items under lock & key, at the risk of the Vendor at major office locations to the extent of space available and feasible to be offered to the Vendor. SBI will not be held responsible for any missing standby Systems / spare parts / tools etc. from the inventory of the Vendor.

d) The Vendor shall ensure uninterrupted availability of new & genuine spare parts of Equipment & other Peripherals. Vendor must be having sufficient expertise & required resources available for prompt maintaining / servicing / repairing of Equipment & Peripherals. A comprehensive list of such spares will be provided to the respective IT in charge.

e) If any component of a System / Sub-system gives repeated / recurring problems, resulting in recurring failure of the System then it must be immediately replaced by the Vendor with new & genuine spare parts.

Vendor to provide support services on all hardware installed in his area of operation including hardware under warranty.

B. LOCAL AREA NETWORK

LAN & networking equipment is already installed in all existing branches/Offices. The AMC vendor will require maintaining all Networking devices installed at the branch only related to his area of work including secondary switch hubs IOs/LAN Cabling, Patch Cords, Networking Rack, Jack Panel etc in working condition (excluding Primary switch & Router installed by Dimension Data). This does not cover new cabling/Networking. Maintenance of existing LAN, replacement of patch cords & IOs under AMC. New I/O points on chargeable basis.

The Vendor shall follow a strict preventive maintenance schedule for all Systems covered under AMC Supports and carry out the same at least once in a quarter. The Vendor must ensure that he maintains a datasheet for each machine available, which will contain the configuration of each machine and dates of completion of various preventive maintenance activities by the Vendor.

The Vendor shall carry out Preventive Maintenance and get it signed from the individual Users. The Vendor shall submit / maintain record of completed service report, along with signature obtained from users ensuring satisfactory completion of jobs. The Vendor shall submit these reports for verification by the IT/ engineer-In-charge at the time of submission of their quarterly invoice to Cluster Incharge at SBI.

Internal cleaning of all the systems, sub-systems & peripherals, covered under the contract shall be carried out by the Vendor during Preventive Maintenance by using vacuum cleaner / brush / cloth/ cleaning agents etc.
C. BREAKDOWN MAINTENANCE
The Vendor will carry out breakdown maintenance by visiting the installation, whenever there is a requirement. These visits for breakdown maintenance will be independent of the visits for Preventive Maintenance. However, when breakdown maintenance becomes necessary, there may not be any separate visit required for scheduled preventive maintenance, provided Preventive maintenance is also carried out by the Vendor's service engineer during the visit.

After carrying out preventive & corrective Maintenance, the Vendor service engineer will meet / communicate to concerned user of the System / Sub-system about the visit and will fill up the service call report being maintained for such purpose and get it signed by the user, after demonstrating its proven working.

D. INSPECTING INVENTORY
The Vendor shall inspect all the Hardware & submit detailed Hardware status, Configuration & inspection report of all Systems / Peripherals. Inspection report so generated at various sites shall be signed both by the Vendor & Branch /office head of SBI before start of the contract. The Vendor will identify all the non-operational Systems and report shall be submitted to respective SBI official.

E. SOFTWARE SUPPORT & MAINTENANCE
i  Windows 2008/2012 Standard & Enterprise
ii  Oracle (version as provided by SBI)
iii  CHI- Net Backup of DUMP
iv  CS- Backup- Inward & outward
v  Symantec Back up Solution

F. RESIDENT SERVICE ENGINEERS
The Vendor should provide minimum 1 engineer each to CCPC1 & CCPC2 for this project. The Engineers should be dedicated to this project and should have necessary skills, knowledge & experience to handle and resolve for this type of high end Hardware /software.

G. HELPDESK/CALL CENTRE
The bidder at his own cost should setup a Helpdesk/Call Management System for management of AMC calls from his area of operation. A Centralized complaint management system should be equipped to provide ticket/complaint no. to each call. Monthly report to be provided to CCPC1 & CCPC2 for the complaints lodged and resolved and for complaints which have not been resolved with reasons, thereof. Tickets raised with OEMs and their disposal along with calls pending with OEMs are also to be indicated.

All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any particular time/day should be conveyed in advance to the branch and alternative arrangements worked out.

H. SECURITY
The Vendor should comply with Bank’s IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:
- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
• Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
• Physical Security of the facilities
• Physical and logical separation from other customers of the Vendor
• Incident response and reporting procedures
• Password Policy of the Bank
• Data Encryption/Protection requirement of the Bank

Security requirement of the Bank will be shared with the successful bidder

I. Support for Warranty Machines

Vendor will without fail extend all services available for AMC machines to Warranty machines also. The vendor will be paid a flat rate of 20% of approved L1 rate till the warranty period of the machine ends and machine becomes part of AMC Hardware. Any part replacement will be facilitated by AMC vendor from OEM/supplier. Once the clusters are allocated to the vendor(s), the vendor, with help of branch will submit the details of actual hardware under AMC/Warranty to the cluster in charge, duly signed by vendor and branch/office head. Vendor will be paid at AMC rate quoted in Commercial for AMC items and 20% of approved L1 rate on warranty items on this inventory.

J. MAINTAINING MINIMUM SPARES

THE COMPANY shall provide list of all the critical spares in general and following items in particular of standard quality, kept exclusively for the SBI and also ensure and maintain sufficient stock of the same on an on going basis at the identified/designated service center and/or Banks’ Premises mutually agreed to between SBI and COMPANY and ensure that the faulty spares are immediately replaced by them at the time of preventive maintenance or at the time of system break-down and the computer system is made operational without any delay.

The COMPANY will be responsible for the insurance of aforesaid items/spares. The stock of genuine spares kept by the COMPANY at agreed locations will be subject to inspection periodically by Authorised Bank officials of branches/offices.

Though there is no insistence on keeping Server, PCs, Printers (all types), as spare, the COMPANY must maintain minimum numbers to replace the defective ones whenever the rectification is likely to take more than 4 hours time.

The Vendor will make arrangement to ensure resident engineers stationed at CCPC1 & CCPC2 under this contract are equipped with necessary spares. The Spare stock (at SBI locations) should be such that in case of inaccessibility of one storage of spares, the engineers can reach other location and complete the job without interrupting the working of either CCPC.

Annexure B
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:

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder must be empanelled Service provider for hardware &amp; Software support, Delhi Circle</td>
<td>NA</td>
</tr>
<tr>
<td>2.</td>
<td>Project Management Methodologies - Experience, expertise &amp; availability of Skilled team</td>
<td>Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted (How calls of similar nature have been handled in other projects)</td>
</tr>
<tr>
<td>3.</td>
<td>DR Arrangement &amp; support infrastructure</td>
<td>Document on DR arrangements/ support infrastructure to be provided</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money for AMC Tender</td>
<td>Rs 2,00,000/- in form of draft or BG</td>
</tr>
<tr>
<td>5.</td>
<td>Back to back support from OEMs of hardware</td>
<td>MAF indicating supply of genuine parts &amp; Back to back technical support if required</td>
</tr>
</tbody>
</table>

The Bidder should submit all documentary evidence to support the above eligibility with a presentation giving details of past experience & performance. The presentation should also explain how the scope of work as per this tender will be executed keeping in view:

I. Maintaining required uptime  
II. Call resolving within timelines as per terms & conditions  
III. Dedicated Team for SBI project (both clusters)  
IV. Allocation of experienced and qualified staff.  
V. Business continuity plan for uninterrupted services at SBI.

All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature  
Seal of Company
Annexure “C”

### List of Hardware Installed at CCPC-I

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Number (Qty.)</th>
<th>Model</th>
<th>Maintenance By (During Warranty Period)</th>
<th>Description/ Serial Number</th>
<th>Total Cost (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Category-I : Clearing House Interface, CCPC-CTS New Delhi (04328)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Domain Server</td>
<td>1</td>
<td>Fujitsu – RX200 S8</td>
<td>M/s Fujitsu India Pvt. Ltd.</td>
<td>SGH032XAEV</td>
<td>279944.00</td>
</tr>
<tr>
<td>2</td>
<td>Backup Server</td>
<td>1</td>
<td>Fujitsu – RX200 S8</td>
<td>M/s Fujitsu India Pvt. Ltd.</td>
<td>YLN5009480</td>
<td>279944.00</td>
</tr>
<tr>
<td>3</td>
<td>Application Server</td>
<td>2</td>
<td>Fujitsu RX500 S7</td>
<td>M/s Fujitsu India Pvt. Ltd.</td>
<td>YLJX001980,1981</td>
<td>2754336.00</td>
</tr>
<tr>
<td>4</td>
<td>Database Server</td>
<td>2</td>
<td>Fujitsu RX500 S7</td>
<td>M/s Fujitsu India Pvt. Ltd.</td>
<td>YLJX001982,1979</td>
<td>2754336.00</td>
</tr>
<tr>
<td>5</td>
<td>Unified Storage</td>
<td>1</td>
<td>Fujitsu ETERNUS DX500 S3</td>
<td>M/s Fujitsu India Pvt. Ltd.</td>
<td>C3900SPE200</td>
<td>2905143.00</td>
</tr>
<tr>
<td>6</td>
<td>Tape Library</td>
<td>1</td>
<td>Fujitsu LT 40 S2</td>
<td>M/s Fujitsu India Pvt. Ltd.</td>
<td>LTDE65440902</td>
<td>305628.00</td>
</tr>
<tr>
<td>7</td>
<td>24 port SAN switch</td>
<td>2</td>
<td>Brocade B300 Switch with 24 Active Ports</td>
<td>M/s Fujitsu India Pvt. Ltd.</td>
<td>AS PER LOCATION</td>
<td>922000.00</td>
</tr>
<tr>
<td>8</td>
<td>24 port LAN switch</td>
<td>2</td>
<td>CISCO 3850</td>
<td>M/s CISCO</td>
<td>FOC1752304Y FOC1752304N</td>
<td>790000.00</td>
</tr>
<tr>
<td>9</td>
<td>42 U Rack</td>
<td>1</td>
<td>Valrack</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>10</td>
<td>16 port KVM Switch</td>
<td>1</td>
<td>ATEN KVM</td>
<td>M/s ATEN</td>
<td>ZBE2109G00030</td>
<td>20000.00</td>
</tr>
<tr>
<td>11</td>
<td>1.8 Mtr USB Cables</td>
<td>16</td>
<td>ATEN</td>
<td>M/s ATEN</td>
<td></td>
<td>8888.89</td>
</tr>
<tr>
<td>12</td>
<td>1u 17” Single Rail Mountable LCD Console with Keyboard &amp; Touchpad</td>
<td>1</td>
<td>ATEN</td>
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**Subtotal-2** | 3709970.89 |

**Alternate CHI Domain Server** | 1 | HP Proliant DL320G6 | M/s HP | SGH032XAEV | * | 130000.00 |

**Total** | 20679174.34 |

**Two Servers plus SAN Storage and other Accessories** |   |   |   |

**Total** | 22679174.34 |
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Total Cost of HW: 5572110
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List of Hardware Installed at CCPC-II, NSIC Bhawan, Okhla I.E, New Delhi.
Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,
AGM (ITS)
State Bank of India,
Local Head Office,
6th Floor, Information Technology Services,
11, Parliament Street, New Delhi 110001

Sir,

Dear Sir,

Ref: RFP No. ITS/250/2019/329/ dated 05/07/2019

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to maintain the equipments detailed in Annexure - C, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid in a sealed cover, on or before the date mentioned in schedule of events. We confirm that all the terms & conditions mentioned in the RFP Document are acceptable to us specifically mentioned in the undernoted documents without adding any additional condition. We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

2. Bank may follow close or open bidding process as per requirement of the Bank.

3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.

4. If our Bid is accepted, we are to be jointly and severally responsible for the due Performance of the contract

5. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever

6. Vendor means the bidder who is decided and declared so after examination of commercial bids.

7. The name(s) of successful bidder to whom the contract is finally awarded after the completion of commercial bid shall be displayed on the website of the Bank and/or communicated to successful bidder(s).

While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
Quotes submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

The quotes submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

We hereby certify that no terms and conditions have been stipulated in Price Bids.

Will ensure placement of engineers at locations as also engineers on move as required as per Tender [duly complying with the requirement clause of AMC Agreement [Annexure - J], as per allotment of cluster to us before commencement of AMC. Details required as per Annexure along with escalation matrix with name, cell and email addresses will be submitted within 15 days of award of contract to ITS Department, New Delhi LHO, failing which we agree that Bank will allot the cluster to another Vendor without giving us any notice.

4. If our offer is accepted, we agree to abide by the Bid and the rates quoted therein for the maintenance of hardware up to the period prescribed in the Bid, which shall remain binding upon us.

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

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

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

Yours faithfully,
For:
Signature:
Name:
Annexure E

Bidder Details

Details of the Bidder
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. Particulars of the Authorized Signatory of the Bidder
   a. Name
   b. Designation
   c. Address
   d. Phone Number (Landline)
   e. Mobile Number
   f. Fax Number
   g. Email Address
7. The bidder should provide CV of Project Manager that demonstrates proven experience in executing projects similar in scope and complexity (Clause 36.4 of RFP)

Signature and Seal of Company
Annexure E 2

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Delhi between:

__________________________________ constituted under the _________ Act, ______
having its Corporate Centre at ____________________ _______(hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

__________________________________ (hereinafter referred to as “_________” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _________________________________________ is carrying on business of providing ___________________________________, has agreed to _________________________ for the Bank and other related tasks.

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

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

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

(e)
2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

1. the statutory auditors of the Customer and
2. regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

(d) Unless otherwise mentioned in this agreement, 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.

(f) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing
party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges
b. Change of personnel assigned to the job
c. Financial liability for actual, consequential or incidental damages
d. Termination of contract

(d) Disclosing Party may visit Receiving Party’s premises, with reasonable prior notice and during normal business hours, to review Receiving Party’s compliance with the term of this Agreement.

4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English
language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

(ii)

5. **Suggestions and Feedback**

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

Dated this __________ day of _________ 2017 at __________

(month)                       (place)

For and on behalf of __________________________

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<td>Signature</td>
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For and on behalf of __________________________
Annexure F

Commercial Bid

PLEASE NOTE PRICE TO BE QUOTED UP TO TWO DECIMAL PLACE ONLY($$.$$%)
The Commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Commercial Bid for ______________”.

Name of the Bidder:

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<th>Sr No</th>
<th>Name of Cluster</th>
<th>% AMC Rate per year on replacement cost given in RFP [Excluding Service Tax/GST](bids should be quoted in two decimal place only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CCPC 1 &amp; CCPC 2</td>
<td></td>
</tr>
</tbody>
</table>

Note: If any taxes to be paid by the Bank, same should be mentioned explicitly

Signature

Seal of Company

Note: The rates should be submitted by the bidder keeping in view:
- The assessment of minimum 1 resident engineer per CCPC
- 24 x 7 Support keeping in view the critical applications
- Back to back support from OEMs
Annexure G

Compliance Statement

DECLARATION

Terms & Conditions

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

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

We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

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

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

1) 
2) 
....

(If left blank it will be construed that there is no deviation from the specification given above)

Signature:

Seal of Company

Annexure H
PERFORMANCE BANK GUARANTEE

This guarantee is made on this _____ day of ___________ by ________, having its Registered / Head office at __________________ and among others a branch office at________(hereinafter called the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) in favour of State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at __________ and a Branch Office at __________ / through its ______ Office/ Department at __________ (hereinafter referred to as “SBI” which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns).

WHEREAS__________________________________________, incorporated under_________ Act having its registered office at _________________________ and principal place of business at ______________________________ (hereinafter referred to as “Service Provider” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide the services of __________ (hereinafter “Services”) to SBI in accordance with the agreement dated__________ (hereinafter referred as “Agreement”) executed between the SBI and the Service Provider.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of ______ year.

WHEREAS, in accordance with terms and conditions of the Agreement, Service Provider is required to furnish a Bank Guarantee for a sum of Rs.__________/- (Rupees _________ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the Agreement guaranteeing payment of the said amount of Rs.__________/- (Rupees __________ only) to SBI, if Service Provider fails to fulfil its obligations as agreed in the Agreement.

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

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

NOW THIS GUARANTEE WITNESSETH THAT

1. (a) In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the Agreement, we the Bank hereby unconditionally and irrevocably guarantee that Service Provider shall fulfil its commitments and obligations in respect of providing the Services as mentioned in the Agreement and in the event of Service Provider failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in the Agreement, we (the Bank) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums

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so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs.__________/-(Rupees __________ only).

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

2. WE (BANK), HEREBY FURTHER AGREE & DECLARE THAT:

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

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

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

(d) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise

(e) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Bank mentioned herein.

(f) Notwithstanding anything contained herein above:

(i) The Bank’s overall liability under this Bank Guarantee shall not exceed Rs.__________/-(Rupees __________ only);

(ii) This Bank Guarantee shall be valid upto ______________.

(iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serves the Bank claim or demand on or before ___________.

(g) The guarantor, under its constitution, has powers to give this guarantee and Shri ______ (signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has / have powers / authority to do so.

IN WITNESS WHEREOF the Bank has caused these presents to be signed at the place and on the date, month and year first hereinabove written through its duly authorized official.

Signed and Delivered

__________________

Annexure I

Format for Earnest Money Deposit (EMD)

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To,
AGM (ITS)
State bank of India,
Local Head office,
6th Floor, Information Technology Services,
11, parliament Street, New Delhi 110001

Dear Sir,

EMD BANK GUARANTEE FOR AMC OF HARDWARE/SOFTWARE TO STATE BANK OF INDIA, DELHI CIRCLE, TO MEET SUCH REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE REQUEST FOR PROPOSAL

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and regional offices in other cities in India has invited Request for Proposal to provide maintenance of Hardware & Software vide its RFP No. ________ dated ________ on the terms and conditions mentioned in the RFP documents,

It is one of the terms of said Request for Proposal that the bidder shall furnish a Bank Guarantee for a sum of Rs. _______ (Rupees ______ only) as Earnest Money Deposit.

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).

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 State Bank of India.

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 _____ lakhs only).

We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ lakhs 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 within 24 hours 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.

We hereby further agree that –

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 tender 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)

Our liability under these presents shall not exceed the sum of Rs. ________ (Rupees ____ only)

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.

This guarantee shall remain in force for a period of one year, 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.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years 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 later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, 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.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official

(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).

(Annexure J)
AGREEMENT for providing MAINTENANCE SUPPORT SERVICES of HIGH END COMPUTER HARDWARE INSTALLED AT CCPC1 & CCPC2 DELHI under STATE BANK OF INDIA Delhi Circle BETWEEN

State Bank of India, CLUSTER NAME

AND

VENDOR

Date of Commencement : 01.08.2019
Date of Expiry : 12 months from the date of commencement
AGREEMENT

RECITALS

1. DEFINITIONS & INTERPRETATIONS

2. COMMENCEMENT & TERM

3. SCOPE OF SERVICES:

4. RATES & QUANTITIES

5. REPRESENTATIONS AND WARRANTIES

6. RESPONSIBILITIES OF THE BANK

7. RESPONSIBILITIES OF THE SERVICE PROVIDER

8. CONFIDENTIALITY

9. RELATIONSHIP BETWEEN THE PARTIES

10. SUB-CONTRACTING

11. PERFORMANCE GUARANTEE & PENALTY

12. FORCE MAJEURE

13. COMPLIANCE WITH LAWS

14. RIGHT TO AUDIT

15. FEES, TAXES DUTIES & PAYMENTS

16. GENERAL INDEMNITY

17. TERMINATION

18. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS

19. ARBITRATION

20. GOVERNING LAW & JURISDICTION

21. TERMS & CONDITIONS

22. SEVERABILITY

23. NOTICES

24. MISCELLANEOUS

AGREEMENT
This agreement for _____________________ (hereinafter ‘the Agreement’) made on _____________________ day of ______.

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at Delhi and Branches/Offices Uttrakhand, Uttar Pradesh, Gurgaon, Noida, Faridabad, Palwal, Sonepat and Delhi NCR through its CCPC 1 /CCPC 2 hereinafter referred to as “the Bank” which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

VENDOR NAME, incorporated under __________________ Act having its registered office at __________________________ and principal place of business at __________________________ hereinafter referred to as “Service Provider” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

RECITALS

WHEREAS

The Bank is desirous of availing services for

I. MAINTENANCE SUPPORT SERVICES of HIGH END COMPUTER HARDWARE INSTALLED AT CCPC1 & CCPC2 DELHI
II. at STATE BANK OF INDIA, CCPC 1 /CCPC 2 vide Tender No: ITS/250/2019/329/ dated

wherein VENDOR was the selected Service Provider and

The Service Provider has agreed to provide the services as may be required by the Bank
NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 DEFINITIONS & INTERPRETATIONS

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

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

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

1.1.2 “The Bank” means State Bank of India, its Associate, Subsidiaries and Joint Ventures located in India.

1.1.3 “The Contract” means the agreement entered into between the Bank and the 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;

1.1.4 “Service Provider” is the vendor who has been approved for Maintenance Support Services of MAINTENANCE SUPPORT SERVICES of HIGH END COMPUTER HARDWARE at STATE BANK OF INDIA, CCPC 1/CCPC 2 and other locations as per tender document and whose price has been agreed upon for the services to whom notification of award has been given by Bank.

1.1.5 “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;

1.1.6 “The Equipment” all the hardware / software and / or services which the Vendor is required to maintain with provision of technical assistance, training, maintenance and other such obligations of the Service Provider covered under the Contract;

1.1.7 “The Services” means Maintenance maintenance of hardware and other such obligations of the vendor at STATE BANK OF INDIA, CCPC 1/CCPC 2 as per tender till the validity of contract and any other incidental services and other obligations of the Service Provider covered under the Agreement.

1.1.8 “The Project” means means maintenance of computer hardware, software & networking services for the period of 12 months:

1.1.9 “TCC” means the Terms and Conditions of Contract contained in this section.

1.1.10 “The Project Site” means CCPC1 & CCPC2 of the State Bank of India Delhi Circle where the equipment is to be maintained.
1.1 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 verse.
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, Annexure 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.

2 COMMENCEMENT & TERM
2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from 01.08.2019.
2.2 This Agreement shall be in force for a period up to ______, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of 12 months on the same terms and conditions.
2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3 SCOPE OF SERVICES:
The scope and nature of the work which the Service Provider has to provide to the Bank is as follows:

During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares (original from OEMs) etc. and helping the users during installation and stabilisation of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor’s side to work (along with the technical staff/operating staff from the Bank’s side) on these days as well, even though these may be holidays as per their service conditions.

Hardware includes High end equipment mentioned in Annexure C.
The same rates shall be used for adding a new hardware under AMC in future. For the hardware covered at an interim date, the AMC cost shall be calculated on pro-rata basis.
The Scope of Work mentioned herein is only a broad guideline for AMC, which includes all these activities under the Contract. Details are given in Annexure ‘A’ of the RFP.

Hardware includes all High End Equipment including warranty machines and networking /LAN. The Vendor will without fail extend all services available for AMC machines to Warranty machines also. The vendor will be paid a flat rate of 20% of L1 rate (the rate at which the contract is awarded) on replacement value till the warranty period of the machine ends and machine becomes part of AMC Hardware. Any part replacement will be facilitated by AMC vendor from OEM/supplier. The CCPC under the cluster will have single point of support contact in the AMC service provider for above mentioned hardware/hardware components/peripherals & networking.

4 RATES & QUANTITIES

4.1 Once the clusters are allocated to the vendor(s), the vendor, with help of branch will submit the details of actual hardware under AMC /Warranty to the cluster incharge, duly signed by vendor and branch/office head.

4.2 Vendor will be paid AMC cost quarterly in arrears on above (4.1) inventory approved by the Bank at rate ( %age of replacement cost given by the Bank in Annexure ‘C’) submitted by the vendor after being declared successful vendor in Commercial bid auction ( Warranty Machines will be paid 20% of AMC rate on replacement value).

4.3 Inventory will be of two types for the purpose of AMC cost calculation. AMC inventory for items without warranty and warrant item inventory for items which are still under warranty. The warranty items will be added to AMC inventory as and when the warranty period expires.

4.4 Vendor will be paid a fixed rate of 20% of quoted & accepted L1 rate of the awarded cluster on replacement cost (annexure ‘J’) on warranty items mentioned in the list of inventory for providing support services. For example if the L1 rate for the cluster is 5% of replacement cost, the vendor will be paid 1% ( 20% of 5) of replacement cost on warranty machines for providing support services.

5 REPRESENTATIONS AND WARRANTIES

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

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

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

5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its Service Providers, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5.2 Additional Representation and Warranties by the Service Provider.

5.2.1 The Service Provider warrants that with the coordination of hardware vendor who supplied the Computer Hardware, such services will be provided that the project will remain operational at all times.

5.2.2 During the term of the contract, the SERVICE PROVIDER will maintain the software of the equipment in perfect working order and condition and for this purpose will provide the necessary updates/patches from time to time if required.

5.2.3 Any worn or defective parts withdrawn from the equipment and replaced by the SERVICE PROVIDER shall become the property of the SERVICE PROVIDER and the parts replacing the withdrawn parts shall become the property of Bank except hard disks which should be destroyed or degaussed to the satisfaction of bank and then retained by service provider.

5.2.4 However if Bank desires to shift the equipment to a new site and install it thereof urgently, the SERVICE PROVIDER shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the SERVICE PROVIDER shall provide necessary services for bringing the equipment into working condition by providing necessary software support at new site. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the SERVICE PROVIDER.

5.2.5 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

5.2.6 If, in any month, the SERVICE PROVIDER does not fulfill the provisions of clauses (b), (c), (d) and (e) of 5.2.2 the Bank can deduct the proportionate maintenance charges.
from future payments payable or the SERVICE PROVIDER shall refund the amount forthwith to Bank on demand by Bank.

5.2.7 On account of any negligence, commission or omission by the engineers of the SERVICE PROVIDER and if any loss or damage caused to the Equipment, the SERVICE PROVIDER shall indemnify/pay/reimburse the loss suffered by the BANK.

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

e) The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank. Qualified engineers totally familiar with the Project & Services shall perform all the activity required under the AMC of software.

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

5.2.10 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

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

5.3 Future additions of Hardware / Software:

5.3.1 The Bank would have the right to:

a) Shift supplied systems to an alternative site of its choice.

b) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the Service Provider, or another Service Provider, or developed in-house.

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

5.3.2 The Tender terms would not be considered as violated if any of (a) or (b) above takes place. Should there be a fault in the operations of the system, the Service Provider, would not unreasonably assume that the causes lie with those components / software not acquired from them.
6 RESPONSIBILITIES OF THE BANK

The Bank staff will provide full support to the vendor in performing AMC duties unless the Bank’s work is hampered. The Cluster heads will take charge of AMC work for branches/Offices defined under them and will cooperate with vendor in consolidating inventory (AMC items as well as warrant items) for their cluster.

7 RESPONSIBILITIES OF THE SERVICE PROVIDER

7.1 The 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.

7.2 The Service Provider is obliged to work closely with the Bank’s staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

7.3 The 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 the Service Provider’s negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

7.4 The Service Provider is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

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

7.6 The Service Provider will issue a Docket No to Branches at the time of complaint. The time of issue of docket no. will ascertain the response and resolution time.

7.7 The Service Privider will provide Module and region wise escalation matrix of his team for the purpose of complaint lodging and follow up.

8 CONFIDENTIALITY:

8.1 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.

8.2 In consideration of each Party providing the other Party or its’ representatives with the Confidential Information, the Parties agree as follows:
8.2.1 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.

8.2.2 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.

8.2.3 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.

8.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.

8.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

8.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

8.2.7 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.

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

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

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

8.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

8.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives,

9 RELATIONSHIP BETWEEN THE PARTIES.

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

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

9.3 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.

9.4 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.

9.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

10 SUB-CONTRACTING

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

11 PERFORMANCE GUARANTEE & PENALTY
11.1 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.
11.2 The Service Provider has to furnish a performance guarantee for an amount of equivalent to 5% of the value of the contract as per format in Annexure H. The PBG will be for the period of the contract with claim period of 3 months after date of expiry of PBG. Submission of PBG within 15 days of issue of Letter of Intent by Bank.
11.3 Performance of the obligations under the agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.
11.4 If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider’s notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
11.5 Liquidated Damages /penalty: If the Service Provider fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the undernoted penalties are prescribed for various non performance/deviation:

<table>
<thead>
<tr>
<th>v) Downtime without hardware</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr.No.</td>
</tr>
<tr>
<td>1 Up to 3 Hour</td>
</tr>
<tr>
<td>2 Up to 6 Hours</td>
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<tr>
<td>3 Up to 8 Hours</td>
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<tr>
<td>4 Thereafter penalty up to 3 days (per day)</td>
</tr>
<tr>
<td>5 Penalty beyond 3 days (per day)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>vi) Downtime for Hardware</th>
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<tbody>
<tr>
<td>Sr.No.</td>
</tr>
<tr>
<td>1 Up to 3 Hour</td>
</tr>
<tr>
<td>2 Up to 6 Hours</td>
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</tbody>
</table>
3 Up to 8 Hours 1500
4 Thereafter penalty up to 3 days (per day) 2000
5 Penalty beyond 3 days (per day) 5000

vii) Downtime /up gradation of software etc.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Period for delay</th>
<th>Amount in rupees</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Up to 3 Hour</td>
<td>500</td>
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<tr>
<td>2</td>
<td>Up to 6 Hours</td>
<td>1000</td>
</tr>
<tr>
<td>3</td>
<td>Up to 8 Hours</td>
<td>1500</td>
</tr>
<tr>
<td>4</td>
<td>Thereafter penalty up to 3 days (per day)</td>
<td>2000</td>
</tr>
<tr>
<td>5</td>
<td>Penalty beyond 3 days (per day)</td>
<td>5000</td>
</tr>
</tbody>
</table>

viii) For any other deviations of terms & conditions not included in (i), (ii) & (iii) above:
   a) Rs.500/- per instance
   b) Rs.1,000/- if the same instance is repeated

11.6 The Service Provider may provide temporary equivalent replacement as a workable solution to avoid the above penalty. In case of repeated non-performance/deviation, the Bank may consider termination of the Contract.

11.7 Any penalty due during the Contract period for AMC & warranty items will be adjusted against the payment due towards the service provider. For purpose of calculating penalty, uptime is calculated as under:

\[
\text{Uptime(\%) = } \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month} \times 100}{\text{Sum of total hours during the month}}
\]

Total hours during the month = No. of working days x 8

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

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

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

12.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an
Event of Force Majeure. However Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

13  COMPLIANCE WITH LAWS.
13.1 Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.

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

13.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

13.4 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

14  RIGHT TO AUDIT
14.1 It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank.

14.2 The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Service Provider in conjunction with the services performed for the Bank.

14.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.

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

14.5 The Bank should have right to conduct surprise check of the Service Provider’s activities in respect of the Services.

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

14.7 The Service Provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the Service Provider in respect of this Agreement or the Services.

14.8 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.

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

15 FEES, TAXES DUTIES & PAYMENTS
Service Provider shall be paid fees and charges as mentioned in para 4 RATES & QUANTITIES in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

15.1 Payment shall be made in Indian Rupees by the RBOs /AOs of the branches/ Deptt./ Offices where the services are being provided. Cluster heads namely Chief manager (Admin for RBOs and Chief Manager (G B) will facilitate payments after receiving inventory for their cluster at the end of each quarter.

15.2 All other taxes including duties and other charges which may be levied shall be borne by the Service Provider and the Bank shall not be liable for the same.

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

15.4 Prices payable to the Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

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

15.6 Prices quoted by the Bidder shall remain fixed during the Bidder’s performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.

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

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

15.9 Service Provider is liable for compliance of Government regulations in respect of hiring, minimum Wages, Provident Fund, insurance and compensation etc for his employees.

15.10 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the 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 in force. Nothing in the Contract shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.
15.11 The 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 the Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

16 GENERAL INDEMNITY

16.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.

16.2 Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

16.3 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.

16.4 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):

16.4.1 The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;

16.4.2 The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider’s written consent.

17 TERMINATION

24.3 The Bank may, without prejudice to any other remedy for breach of contract, written notice of not less than Fifteen days to the Service Provider, terminate the Agreement in whole or in part:

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

(h) if the Service Provider fails to perform any other obligation(s) under the Agreement;

(i) for any reasons which the Bank, at its sole discretion consider a fit and proper ground for termination of the Agreement;

(j) on the happening of any termination event mentioned herein above in this Agreement;

(k) for convenience; or

(l) in the interest of the Bank.

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

h If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any
orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
i. If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
j. If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
k. If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.
l. If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.
m. If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India
n. If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the Bank.

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

24.8 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

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

24.10 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
(f) such rights and obligations as may have accrued on the date of termination or expiration;
(g) the obligation of confidentiality; and
(h) any right which a Party may have under the Application Law.

18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.
18.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
18.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.
a. In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.
b. In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other
alternative source, the Service Provider shall liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.  
  
**c For each awarded cluster, the service provider need to submit contingency plans for spares as well as engineers.**

19 ARBITRATION  

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

19.2 Arbitration proceedings shall be held at ITS, LHO, New Delhi, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.  

19.3 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.  

19.4 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.  

19.5 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.  

20 GOVERNING LAW & JURISDICTION  

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

The Parties agree to submit to the exclusive jurisdiction of the appropriate court in **DELHI** in connection with any dispute between the Parties under the Agreement.  

21 TERMS AND CONDITIONS  

This is an open Tender. Any vendor fulfilling the eligibility criteria can participate for empanelment and subsequent award of AMC of Clusters. Vendors offering Franchisee/sister/partner concern arrangement cannot quote.  

36.3 Contract Validity: 12 months from the date of letter of Intent issued by AGM ITS.
36.4 The broad details of the Computers and Peripherals are given in ‘Annexure C’

36.5

a) Language of Bid: All bids and supporting documentation shall be submitted in English.

b) SBI reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank’s decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the vendor.

c) Any Bid not containing sufficient information, in view of SBI, to permit a thorough analysis may be rejected.

d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

e) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.sbi.co.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

g) Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.

h) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.

i) SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:

(i) Services Contemplated are no longer required
(ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
(iii) Proposed prices are unacceptable to the Work
(iv) The Project is not in the best interest of SBI
(v) Any other reason

j) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.
k) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

l) SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.

m) Bank reserves the right to appoint a consultant at any stage during bidding process.

n) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder.

p) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

q) Vendor is not authorized to sale any proprietary and bank-specific customization of software to any other party for a predefined period of 3 years. After expiry of predefined period, if Vendor wishes to sale such customization to some other party, a written concurrence/permission from the Bank should be obtained.

r) Vendor should carry out any change request necessitated by the Bank in solution provided.

s) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank’s information/documents etc. Bank may seek details / confirmation on background verification of Vendor’s employees worked/working on Bank’s project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

36.24 The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like K.Y.E etc.

36.25 Would be responsible for the overall technical support of the area in which he is working including cluster servers.

36.26 Bidder shall appoint an experienced Project Manager dedicated to the project execution. The Project manager will be direct point of contact for all SBI Delhi Circle (Clusters awarded) AMC issues with the bidder. The Project Manager may be stationed at bidder’s office and he should have proven expertise in rendering support services in similar capacity.

36.27 The Project Manager will arrange to submit monthly call reports of a cluster with solution provided to cluster heads.

36.28 The Head of support service Engineers in each cluster should be B.E / BTech degree / diploma from a reputed university and should have a minimum of 5 years experience. The other engineer(s) should be with minimum diploma and 2-3 years experience in similar type of support services. They should be capable to maintain Hardware, software networking under the contract to ensure 99% up-time.

36.29 The engineer shall be dedicated for SBI use only and shall report to and operate from a designated SBI branch/office only. The name, qualification and experience of the service
engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.

36.30 The Bidder will submit plan for back up arrangement in case the resident engineer or other engineers who are operating in clusters for SBI Delhi Circle AMC Project are on leave or otherwise not available to give support services.

36.31 Each resident engineer must have some minimum stock of spares to cater to their specific location.

36.32 The Vendor to submit “Manufacturer’s Authorization Form” (MAF) from OEMs of Equipment installed at both clusters during AMC of hardware/software & Networking in allotted cluster(s) of SBI, Delhi Circle. The vendor to ensure back to back support from OEMs of critical hardware in case of replacement of parts and/or any technical support required from OEMs.

36.33 Vendor will have the right to change Service engineer(s) deputed in a cluster. But, any such change will be intimated to the Bank well in time and must have the approval of the Bank.

36.34 The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.

36.35 During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/up gradation, preventive maintenance, porting of data, maintenance of spares etc., maintenance of existing LAN setup including Network Components and helping the users during installation and stabilisation of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor’s side to work (along with the technical staff/operating staff from the Bank’s side) on these days as well, even though these may be holidays as per their service conditions.

36.36 All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any particular time/day should be conveyed in advance to the branch and alternative arrangements worked out.

36.37 Escalation matrix to be submitted along with the technical bid.

36.38 If the vendors so desire, they may inspect the systems at locations in different Clusters mentioned in RFP. The site inspection will be permitted on request and by prior arrangement with the Chief Manager (ITS) of the respective Module.

36.39 Team of engineers per cluster : Minimum one Service Engineer for both CCPC each will be provided for the Project AMC CCPCs.

36.40 The number of engineers so calculated as above is minimum and the pool of engineer for a cluster may need to be enhanced for uninterrupted services of the Bank. The team of engineers should be dedicated for SBI use only and shall report to and operate from a
designated SBI branch/office only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.

36.41 The L1 vendor will be selected through sealed bids and the vendor with lowest quote will be identified for providing Maintenance services for the respective cluster(s). However the vendor allocation will be at the sole discretion of the bank. Bank also reserves the right to change the vendor after evaluation of quality of service; such evaluation would be made after the end of first three months of commencement of the contract at LHO, DELHI.

36.42 Network Infrastructure/Inventory: The items furnished in the Annexure C (General Specifications) are only indicative and liable to alteration by omission, deduction or addition and this should be clearly understood.

36.43 Quoted rates not subject to variation/escalation: The rates should be firm and not subject to any variations in prices of components, basic material, exchange rates, taxes (excluding Service Tax), duties, railway/freight and the like, labour rates, octroi (where applicable) etc.

22 ENTIRE AGREEMENT

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

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

a) Tender Document (ITS/250/2019/329/ dated 05/07/2019)
b) This Agreement
c) Annexure F (Commercial Price Bid)
d) Final Inventory approved by bank
e) All other annexures which are integral part of the Tender document mentioned above.

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

1) This agreement
2) Tender Document
23 SEVERABILITY
If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

24 NOTICES
- Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).
- A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- Address for communication to the Parties are as under:

  a  To the Bank
  STATE BANK OF INDIA
  LOCAL HEAD OFFICE
  6TH FLOOR, ITS Department
  11, PARLIAMENT STREET
  NEW DELHI 110001

  b  To Service Provider

25 MISCELLANEOUS
25.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
25.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
25.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
25.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
25.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.

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

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

25.8 All documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.

25.9 The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

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

State Bank of India

By: Name: Designation: Date: WITNESS: 1. 2.  

Service Provider

By: Name: Designation: Date: WITNESS: 1. 2.  

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We the following Technical Committee Members have read the tender document and approve the same for floating of tender.

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Office</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shri. Sanjay Girdhar</td>
<td>Asst. Gen. Manager</td>
<td>LHO, New Delhi</td>
<td></td>
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<tr>
<td>Shri. Ashok Govil</td>
<td>Chief Manager</td>
<td>LHO, New Delhi</td>
<td></td>
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<tr>
<td>Shri. Tejinder Singh</td>
<td>Manager</td>
<td>CCPC, New Delhi</td>
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<td>Shri. O.P.Batra</td>
<td>Manager</td>
<td>DAO-I, New Delhi</td>
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<tr>
<td>Shri. N.Gururaj</td>
<td>Manager</td>
<td>ITS, New Delhi</td>
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<tr>
<td>Shri. Rajesh Narula</td>
<td>Manager</td>
<td>CCPC, New Delhi</td>
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