



**REQUEST FOR PROPOSAL**  
**FOR**  
**INSTALLATION, COMMISSIONING AND**  
**MAINTENANCE OF ALL HARDWARE & INSTALLATION / UPGRADATION**  
**OF SOFTWARE ITEMS FOR VARIOUS DEPARTMENTS OF LHO KOLKATA**  
**AND GUEST HOUSES AT RONALDSHAY ROAD & SBLC SALT LAKE**

Ref: SBI: SBI/ITS/KOL/2019-20/07 dated : 03.12.2019

**ASSISTANT GENERAL MANAGER (ITS)**  
**IT SERVICES DEPARTMENT**  
**STATE BANK OF INDIA**  
**LOCAL HEAD OFFICE,**  
**KOLKATA**

## PART 1: INVITATION TO BID

State Bank of India (hereinafter referred to as SBI / the Bank) is having its Corporate Centre at Mumbai and other offices (LHOs, RBOs, AOs etc.) in various cities across the country.

Invitation proposal for Annual Maintenance Contract (AMC) for Computer systems and IT's peripherals Hardware and installation/ upgradation of software as and when required the support at SBI, LHO, Kolkata various Departments & Guest Houses at Ronaldshay Road & SBLC Saltlake **along with two resident Engineer for the period of 01.01.2020 to 31.12.2020 (Call for RFP) and extendable up to 2023, subject to satisfactory performance report.**

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website [www.statebankofindia.com](http://www.statebankofindia.com) or [www.sbi.co.in](http://www.sbi.co.in) and the bid should be submitted to the office of on the prescribed date and time :

**Assistant General Manager (ITS)  
IT Services Department  
State Bank of India  
Local Head Office  
Kolkata-1**

- ❖ Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ❖ **Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders. Banks also having the right to cancel the Tender at any instant, without any clarification to any one.**
- ❖ The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

### SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website <a href="http://www.sbi.co.in">www.sbi.co.in</a> from 03.12.2019 to 13.12.2019 up to 2 P.M.
Last date for requesting clarification (optional)	All communications regarding points / queries requiring clarifications shall be given in writing to Assistant General Manager ITS or by e-mail at <a href="mailto:agmcnc.lhokol@sbi.co.in">agmcnc.lhokol@sbi.co.in</a>
Pre - bid Meeting at (venue) (optional)	N/A
Clarifications to queries raised at pre-bid meeting to be provided	N/A
Last date of submission of technical bids	2 PM on 13.12.2019
Opening of Technical Bids	3 PM on 13.12.2019 Authorized representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendor's representatives.
Opening of indicative price Bids	Reverse Auction will be conducted on 18.12.2019 and indicative price bid to be submitted online to e-Procurement team (In case any change will be informed to the vendor through mail /phone call)
<b>Contact Details</b>	
Address for Communication and submission of bid.	Assistant General Manager (ITS) IT Services Department, Samriddhi Bhavan, Technology Block, 2 <sup>nd</sup> Floor, Kolkata-1
All correspondence relating to this RFP should be sent to following email ids	<a href="mailto:agmcnc.lhokol@sbi.co.in">agmcnc.lhokol@sbi.co.in</a>

## PART – 2 DISCLAIMER

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

**PART-3 : INSTRUCTIONS FOR Bidders (IFB)****TABLE OF CLAUSES**

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## **A. INTRODUCTION**

### **3.1 Broad Scope of Work :**

3.1.1 Installation, testing, commissioning and maintenance of computer hardware along with installation/upgradation of any kind of software, operating system and other peripherals (Annual Maintenance Contract / AMC) at various departments of Local Head Office and Guest Houses at Ronald shay Road & SBLC Salt lake.

3.1.2 All spare parts are to be supplied for computer system and its peripherals except Printer Head (which does not fall under AMC).

### **3.2 Eligibility Criteria**

3.3.1 **This tender is restricted to vendors empanelled with State Bank of India for Maintenance of computer hardware / software / peripherals. Quotations will not be accepted from other than empanelled vendors.**

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

## **B. THE BIDDING DOCUMENTS**

### **3.4 Documents constituting the Bid**

3.4.1 The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Bid Forms, Price Schedules and other forms (BF)

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

### 3.5 Clarification / Amendment of Bidding Document

- 3.5.1 Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates on or before (time) on (date) indicated therein.
- 3.5.2 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.
- 3.5.3 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.
- 3.5.4 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.
- 3.5.5 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 3.5.6 In order to enable bidder's reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

## **C . PREPARATION OF BIDS**

### 3.6 Language of Bid

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

### 3.7 Documents Comprising the Bid

- 3.7.1 Documents comprising the **Technical Proposal Envelope**, should contain following:
- (a) Bid Form as per Annexure-5.2.1
  - (b) BOM & Compliances - Annexure-5.1.2
  - (c) Undertaking of Authenticity - Annexure-5.1.3

- (d) SLA T&C – Annexure-5.3
- (e) EMD Bank Guarantee – Annexure-5.4.1
- (f) MAF – Annexure-5.5

and completed in accordance with the clauses in the BID, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached).

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

3.7.3 **Any Technical Proposal not containing the above will be rejected.**

3.7.4 **The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.**

### 3.8 Bid Form

3.8.1 The Bidder shall complete the Envelope of the Bid Form furnished in the Bidding Document and submit it to the Bank within the stipulated date and time as mentioned above.

### 3.9 Bid Prices through Reverse Auction

3.9.1 Prices are to be quoted in Indian Rupees only.

3.9.2 Prices quoted should be inclusive of all Central / State Government levies, taxes, sales tax, excise duty, custom duty, etc., as also cost of incidental services such as transportation, insurance etc. **but exclusive of Octroi / Entry Tax / Service Tax payable which will be reimbursed upon production of original receipts.**

3.9.3 Prices quoted by the Bidder shall be 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. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.



**3.10 Earnest Money Deposit (EMD):: Rs. 25,000.00 in the form of Bank's Guaranty (BG) payable to SBI LHO**

**3.11 Period of Validity of Bids : 1 year and may be extended up to 31<sup>st</sup> December 2023, subject to the satisfactory performance of the vendor.**

3.11.1 Bids shall remain valid for a period of one year i.e. from 01.01.2020 to 31.12.2020 and may be renewed for another two years in part subject to the performance of the vendor.

3.11.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

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

**3.12 Format and Signing of Bid**

3.12.1 Each bid shall be in the following parts:-

**Part I- Technical Proposal.** (as per clause 3.8 above)

**Part II- Indicative Price Bid.** In sealed envelope it has to be submitted to the under mentioned office (It is also to be submitted online as **Sealed Bid** at the beginning of the Reverse Auction Process by the participating bidders who qualify in the technical bid)

**Part III- Financial Bid.** (Through online Reverse Auction Process after receiving the Sealed Bids from the bidders)

The **Technical Proposal** part should be submitted in sealed NON-WINDOW envelopes, each superscribed with **“Installation / upgradation software, Testing, Commissioning and Maintenance of Computer Hardware / Software for SBI, LHO Kolkata”** as well as **“Technical Proposal”** for the above referred Tender Reference No.

3.12.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.12.3 Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

#### **D. SUBMISSION OF BIDS**

##### **3.13 Sealing and Marking of Bids**

3.13.1 The Bidders' shall seal the NON-WINDOW envelope containing the "Technical Bid" documents.

3.13.2 The envelope shall :

- a) be addressed to the Bank at the address given in Part-I ; and
- b) bear the Project Name “ **Annual Maintenance Contract for Installation, Testing, Commissioning and Maintenance of Computer Hardware / Software installation / upgradation of software any kind for SBI LHO Kolkata and Guest House at Ronaldshay Road & SBLC Saltlake**”

3.13.3 All envelopes should indicate the name and address of the Bidder on the cover.

3.13.4 If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

##### **3.14 Deadline for Submission of Bids**

3.14.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

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

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

**3.15 Late Bids :** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

#### **E. Opening and Evaluation of Bids**

##### **3.16 Opening of Technical Bids by the Bank**

3.16.1 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### **3.17 Preliminary Examination**

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

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

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

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

### **3.18 Technical Evaluation**

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

3.18.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

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

3.18.4 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

### **3.19 Evaluation of Price Bids and Finalization**

3.19.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via Reverse

Auction conducted by the Bank's authorized eProcurement service provider, details of which will be provided separately on mail:

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

3.19.3 The successful bidder is required to provide price breakup in Annexure-2.3 within 48 hours of conclusion of the Reverse Auction, failing which, selection will be rejected.

### **3.20 Contacting the Bank**

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

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

### **3.21 Award Criteria**

3.21.1 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.

3.21.2 The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where equipments are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

**3.22 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.

### **3.23 Notification of Award**

3.23.1 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.

3.23.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract

by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

### **3.24 Signing of Contract:**

3.24.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

3.24.1 Failure of the successful Bidder to comply with the requirement of Clause 3.30 (if required) or Clause 3.31.1 shall constitute sufficient grounds for the annulment of the award.

3.24.2 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them

## **PART - 4. TERMS AND CONDITIONS OF CONTRACT (TCC)**

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

4.1.1 "The Bank" means State Bank of India, its Associate, Subsidiaries and Joint Ventures located in India.

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

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

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

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

4.1.6 "The Services" means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training,

maintenance and other such obligations of the Vendor covered under the Contract;

- 4.1.7 “TCC” means the Terms and Conditions of Contract contained in this section;
- 4.1.8 “The Project” means supply, installation, testing and commissioning of computer hardware / software & services with 3 years Warranty.
- 4.1.9 “The Project Site” means various branches / offices of the State Bank of India where the equipment is to be supplied, installed and commissioned.

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

## 4.2 Use of Contract Documents and Information

### 4.11 Payment Terms

- 4.11.1 Payment shall be made in Indian Rupees (Quarterly in advance), subject to satisfactory report from the various departments of this office and Guest Houses of Ronaldshay Road and SBLC Saltlake.

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

### 4.13 Force Majeure

- 4.13.1 Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.13.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 4.13.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless

otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **4.14 Addresses for Notices**

4.14.1 The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

Assistant General Manager, ITS  
IT Services Department, Technology Block  
State Bank of India,  
Local Head Office,  
Kolkata-1

Vendor's address for notice purposes

<To be filled in by the Vendor>

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

#### **4.28 Vendor's obligations**

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

**PART 5 : BID FORM, PRICE SCHEDULES  
AND OTHER FORMATS**

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  - 5.2.1 Bid Form (Technical)
  - 5.2.2 Indicative Price Bid Form
  - 5.2.3 Price Breakup after Reverse Auction to be provided through e-procurement vendor.
- 5.3 SLA Terms & Conditions for Hardware & Software
- 5.4 Details of e-Procurement for Reverse Auction

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**ANNEXURE – 5.2.1  
BID FORM (TECHNICAL BID)  
(to be included in Technical Bid Envelope)**

Date: \_\_\_\_\_

To:  
The Assistant General Manager, ITS  
IT Services Department,  
State Bank of India,  
Local Head Office,  
Kolkata-1

Dear Sir,  
**Ref: RFP No.SBI:ITS/KOL/2014-15/02 dated 19/12/2015**

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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 supply, Install, test, commission and maintain the equipments detailed in Annexure-5.1.1 and 5.1.2, as per the terms and conditions



spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. 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.
- Indicative prices submitted (on line) by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- The rate quoted in the indicative price bids for the MCU are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for AMC, installation, testing and commissioning of the equipment within the prescribed period .

**4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank 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.

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

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

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*(Signature)**(Name)**(In the capacity of)*Duly authorised to sign Bid for and on behalf of  

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**ANNEXURE – 5.2.2  
INDICATIVE PRICE PROPOSAL**

**(to be submitted on-line to e-procurement team and the form may differ)**

To:  
The Assistant General Manager, ITS  
IT Services Department,  
State Bank of India,  
Local Head Office,  
Kolkata-1

Dear Sir,

**Ref: RFP No.SBI:ITS/KOL/2016-17/02 dated :19.10.2016**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
(Total Proposal amount in words and figures) for AMC / installation, testing & commissioning of the equipments in conformity with the said Bidding documents

**< indicative price proposal table as per specific requirements >**

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

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

Duly authorised to sign Bid for and on behalf of

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### **ANNEXURE - 5.3**

#### **SLA Terms & Conditions for Hardware, Software & Maintenance Services**

1. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - a) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services. Installation / upgradation of software of any kind issue related to computer to be resolved by the representative of the vendor.
  - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.
  - c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 1 (one) hour.
  - d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 3 (Three) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.

- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99% of the time on a 24x7x365 basis.
- f) In the event of the equipment not being repaired or a workable solution not provided during AMC period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) Any penalty due during the AMC period will be adjusted against the part payment of AMC by the Bank or from the BG. For purpose of calculating penalty, uptime is calculated as under :

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

$$\text{Total hours during the month} = \text{No. of working days} \times 8$$

- h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- i) **Preventive maintenance:** the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
- k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call

report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

- m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
  8. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
  9. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation there of would continue to apply and binding on the VENDOR.
  10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
  11. 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.
  12. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
  13. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
  14. **Future additions of Hardware / Software:**

14.1 The Bank would have the right to:

- a) Shift supplied systems to an alternative site of its choice.
- b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.

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

14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

15. **CONFIDENTIALITY:**

15.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. the VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

15.2 The VENDOR / Bank will treat as confidential all data and information about the VENDOR /Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

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### ANNEXURE - 5.7

#### DETAILS OF ePROCUREMENT REVERSE AUCTION

|                            |                                            |
|----------------------------|--------------------------------------------|
| AUCTION TO BE CONDUCTED BY | Will be supplied separately thorough mail. |
|----------------------------|--------------------------------------------|

**Details of Computer Hardware and Peripherals for which AMC proposal have been requested:**

| Sl. No. | Server | PCs | New PCs | all in pc | LJ Printer | CLJ Printer | Mono MFP | Line Printer | DMP | Scanner |
|---------|--------|-----|---------|-----------|------------|-------------|----------|--------------|-----|---------|
| 1       | 00     | 437 | 200     | 24        | 204        | 18          | 128      | 1            | 2   | 24      |

**Note: High End Servers have been included in the Server list.**

**Vendors are requested to re-check the stock through their representatives and submit the report to the under signed latest by 11.12.2019.**

RFP for procurement of hardware

