



REQUEST FOR PROPOSAL

FOR ANNUAL MAINTENANCE OF COMPUTER HARDWARE, SOFTWARE, PRINTERS, LAN SETUP AND OTHER PERIPHERALS ETC. AT ALL THE BRANCHES AND OFFICES OF SBI IN GEOGRAPHICAL AREA OF CHANDIGARH CIRCLE

Ref: ITS/AMC/19-20/1 dated 22/04/2019

Address for communication

**Asst. General Manager (ITS)
State Bank of India,
ITS Dept., 3rd Floor,
Sector-17 A Chandigarh-160017. Tel.:
4567341, 4567303
E-MAIL: agmcnc.lhocha@sbi.co.in**

Table of Contents

PART 1 - Invitation to Bid (ITB)

PART 2 - Disclaimer

PART 3 - Instruction for Bidders (IFB)

A. Introduction, Broad Scope of Work & Eligibility Criteria

B. Bidding Documents

C. Preparation of Bids

D. Submission of Bids

E. Opening and Evaluation of Bids

PART 4 - TERMS AND CONDITIONS OF CONTRACT (TCC)

PART 5 - Bid Forms, Price Schedules and other forms (BF)

ANNEXURE NUMBERS

Annexure - A	Format for EMD Bank Guarantee (BG)
Annexure – B	Performance Bank Guarantee format (PBG)
Annexure – C	Notional Replacement Value of the Hardware items
Annexure – D	Cluster Wise Requirements for AMC services
Annexure – E	Format for Service Level Agreement(SLA)
Annexure – F	Format for Attendance of Engineers

PART 1: INVITATION TO BID

Tender No.: ITS/AMC/19-20/1 dated 22/04/2019

TENDER FOR ANNUAL MAINTENANCE CONTRACT OF COMPUTER HARDWARE, SOFTWARE, PRINTERS, LAN SETUP AND OTHER PERIPHERALS ETC. INSTALLED AT ALL THE BRANCHES/OFFICES OF STATE BANK OF INDIA, WITHIN THE GEOGRAPHICAL AREA OF CHANDIGARH CIRCLE CONSISTING OF PUNJAB, HIMACHAL PRADESH, JAMMU & KASHMIR, HARYANA (EXCEPT SONEPAT, FARIDABAD AND GURGAON DISTT.) STATES, U.T. OF CHANDIGARH AND GUEST HOUSES & OFFICIAL RESIDENCES OF TOP EXECUTIVES

(This Tender is only for State Bank of India (Chandigarh L.H.O)'s empaneled vendors listed below)

1. **M/s Sysnet Global Technologies Ltd.**
2. **M/s Bharat IT Services Ltd.**
3. **M/s Inspirisys Solutions Ltd.**
4. **M/s Ensure Support Services Ltd.**
5. **M/s Aforeserve.com Ltd.**
6. **M/s Dynacons Systems & Solutions Ltd.**
7. **M/s Wipro Ltd.**
8. **M/s Karvy Innotech Ltd.**
9. **M/s Targus Technologies Pvt. Ltd.**
10. **M/s Acer India (Pvt) Ltd.**
11. **M/s CMS IT Services Pvt. Ltd.**

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

State Bank of India, ITS Department, L.H.O. Chandigarh invites "Technical" and "Commercial" bids for AMC of Computer Hardware and other peripherals etc. Technical Bids would be received in physical form and Commercial Bids would be submitted by the vendor on-line on the **website of our e-Tendering vendor**.

The Bidding Document may be obtained from the Bank from the under noted address or downloaded from Bank's Website www.statebankofindia.com or www.sbi.co.in and the bid should be submitted to the office of :

The Assistant General Manager (ITS)
State Bank of India, IT Services Department
Local Head Office, 3rd Floor,
Sector-17 A Chandigarh-160017.

- Bidding document will also be emailed at the email address of the empaneled vendor available with us.
- Please note that all the required information needs to be provided. Incomplete information may lead to rejection of the proposal.
- All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.

- Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.
- The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

Place: Chandigarh

Date: 22/04/2019

Assistant General Manager (ITS)

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website from 22/04/2019 to 12/05/2019
Last Date for requesting clarification(optional)	Up to 1.00 P.M on 03/05/2019. All communications regarding points/queries requiring clarifications shall be given in writing to Asstt. General Manager ITS Department Sector-17 A Chandigarh-160017 or by e-mail at agmcnc.lhocha@sbi.co.in .
Pre- Bid Meeting at ITS Department 3 rd Floor State Bank of India Local Head Office Sector-17 A Chandigarh160017.	From 12.00 Noon on 07/05/2019.
Clarifications to queries raised at Pre-Bid meeting to be provided	On 08/05/2019
Last date of submission of technical bids	3.00 P.M on 13/05/2019
Opening of Technical Bids	3.30 P.M on 13/05/2019
Opening of Commercial Bids (through reverse auction online)	16/05/2019 at 3:00 PM (Start Bid price will be communicated half an hour before commencement of commercial bid)
Contact Details: Asstt. General Manager(ITS) – 0172-4567341 Chief Manager (Systems) 0172-4567303	
Address for Communication and submission of bid.	Asst. General Manager (ITS) State Bank of India, ITS Dept., 3rd Floor, Local Head Office Sector-17 A Chandigarh-160017.
Telephone	0172-4567341 0172-4567303 Fax: 0172-2720127
All correspondence relating to this RFP should be sent to: (email id)	agmcnc.lhocha@sbi.co.in

PART – 2 DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants 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)

A Introduction

3.1 Broad Scope of Work:

Annual Maintenance Contract of Computer Hardware, Software (including Upgradation of OS Version, patches, Anti-Virus, Domain Setting, Biometrics etc.), Printers, existing LAN setup beyond SBIconnect Setup and other peripherals etc. installed at all the Branches/Offices under Chandigarh Circle. (Comprising of Punjab, part of Haryana (excluding Sonapat, Gurgaon & Faridabad districts), Jammu & Kashmir, Himachal Pradesh and Chandigarh UT) including any other activity specified elsewhere in this document. The Circle is divided into nine clusters viz. Chandigarh, Patiala, Panchkula, Rohtak, Jammu, Shimla, Bathinda, Ludhiana and LHO clusters for AMC and each cluster includes all the branches/offices falling within the administrative/geographical area of the respective cluster. LHO cluster would include the offices housed in LHO building in addition to residences of Circle Management Committee members and Bank's Guest Houses/VOTF at Chandigarh. **However, LHO cluster will be included in Chandigarh Cluster for bidding purpose i.e. bidding will take place for 8 clusters only** Viz Chandigarh + LHO, Patiala, Panchkula, Rohtak, Jammu, Shimla, Bathinda, Ludhiana

3.1.1 Hardware includes all Computer hardware including warranty machines and networking /LAN. The vendor will take the call for warranty items also and resolve the issues pertaining to new hardware. In case part replacement is required, back to back support from OEM/hardware vendor will be taken. 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.

3.1.2 To provide all necessary service & support including replacement of parts wherever required for smooth operation of Branches.

3.1.3 Indicative quantity of computer Hardware and peripherals is placed at Annexure E. This hardware is divided into 9 clusters as per para 3.1. Estimate/the value of contract can be arrived at with the help of Annexure A (Notional replacement value) and Annexure E (quantity of hardware). The list is indicative, however, on commencement of AMC, respective vendor has to submit the list of branch/office hardware to Administrative Office/Cluster Head/ RBO as per actuals in co-ordination with branch/Bank officials.

3.2 Eligibility Criteria:

3.2.1 This tender is restricted to vendors empaneled with State Bank of India, Chandigarh Circle for AMC of broad category of Computer Hardware, Software, Printers and other peripherals. Quotations will not be accepted from other than empaneled vendors.

3.3 Cost of Bidding:

3.3.1 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 1.00 P.M on 03/05/2019 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 mailed back to the vendor raising the query including all the empaneled vendors on their e-mail Ids.

3.5.3 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 the bidder.

3.5.4 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 corrigendum.

3.5.5 The Bank, to allow bidders reasonable time in which to take amendments into account in preparing the bids, at its discretion, may extend the deadline for submission of bids.

- 3.5.6 It will be the sole discretion of the Bank to accept/reject any/all suggestion put forward by the vendors.

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 the following forms completed in accordance with the clauses in the BID and 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):

- (a) Copy of Tender Document (all pages) duly signed by Authorized Signatory
- (b) Bid Form (Technical) as per Annexure-5.2.1
- (c) Technical & Functional Specifications - Annexure 5.1.1, A, B, C,D, E
- (d) BOM (Bill of Material) & Compliances - Annexure-5.1.2
- (e) Undertaking – Annexure-5.2.3
- (f) EMD Bank Guarantee – Annexure- A
- (g) Escalation Matrix

- 3.7.2 The papers like EMD, Forms as mentioned above. should form the main section and should be submitted in one lot.

- 3.7.3 Any Technical Proposal **not containing** the above or found incomplete or not as per the prescribed format will be rejected.

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

- 3.7.5 (a) Each Bidder is required to submit an **Indicative Price Proposal Envelope**, as per Annexure-5.2.2 separately for each cluster on the letter head of the bidding company.

- b) For the purpose of submitting indicative price proposal and commercial bids the bidder is required to mention a specific percentage of replacement value calculated by the Bank based on the indicative hardware items/equipment as per Annexure “C” and indicative configuration of such hardware/ equipment as per Annexure 5.1.1. A, B, C, D, E.

3.8 Bid Form

3.8.1 The Bidder shall complete both the Envelopes of the Bid Form specified in the Bidding Document separately and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Bid) is received.

3.9 Bid Prices

3.9.1 Prices are to be quoted in Indian Rupees only.

3.9.2 Prices quoted should be exclusive of all applicable taxes.

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., during the valid period of the contract. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.10 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

3.10.1 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall be established to the Bank's satisfaction:

- That adequate, specialized expertise is available to ensure that the support services are responsive, and the Bidder will assume total responsibility for the smooth function of the Branches and Offices of the Circle.

3.11 Earnest Money Deposit (EMD)

3.11.1 The Bidder shall furnish, as part of its Bid, an **EMD of Rs.10.00 lac** (Rupees Ten lac only)

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

3.11.3 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 Chandigarh" payable at Chandigarh OR in the form of a Bank Guarantee as per "Annexure-A" issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State Bank of India payable at Chandigarh and valid for a period of 180 days.

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

3.11.5 The EMD of the unsuccessful Bidders shall be returned, without any interest, within 2 weeks from the date of bid finalization. EMD of the successful vendors will be returned after they execute the required service level agreement and deposit security (as required under Para 3.27) with the respective cluster, in respect of all the clusters allotted to them.

3.11.6 The EMD may be forfeited:

- a) If a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; **OR**
- b) If a bidder, after their technical Bid is found in order, fails to login in to participate in the Commercial Bid, to be conducted online by the Bank's authorized vendor, on the specified date and time (after being duly informed); **OR**
- c) If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; **OR**
- d) In the case of successful Bidder, if the Bidder fails to sign the Contract; **OR**
- e) In the case of successful Bidder, if the Bidder fails to Furnish Performance Guarantee within 15 days from the date of commercial Bid. **OR**

The Bank reserves the right either to invoke the Bank Guarantee or to cancel the AMC or both if the Bidder fails to meet the terms of this RFP or contracts entered with them.

In case the EMD is forfeited or the Bank Guarantee 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 Chandigarh Circle of State Bank of India.

No interest will be paid on EMD.

3.11.7 A format of the Agreement (S.L.A) to be executed by the successful vendor with the Bank, is attached with this tender as Annexure-D. Please note that no change will be accepted in the terms and conditions incorporated in this document. In case of failure of the vendor to execute the agreement on the attached format, within the stipulated time, the Bank will be within its rights to cancel the allotment of the cluster to the vendor and proceed with forfeiting of the EMD and other penal provisions and allot the same to L2 bidder of the respective cluster after he matches the price of L1 bidder.

3.12 Bidder can quote for all/any of the clusters/locations.

3.13 Period of Validity of Bids

3.13.1 Bids shall remain valid for a period of 180 days from the date of opening of the Bid.

3.13.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity on the same terms and conditions. The request and the responses thereto shall be made in writing. The EMD or Bank Guarantee provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD or invoking Bank Guarantee.

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

3.14 Format and Signing of Bid

- 3.14.1 Each bid shall be in two parts: -

Part I- Technical Proposal. (as per clause 3.7.1 above)

Part II- Indicative Price Proposal. (as per clause 3.7.5 above)

The two parts should be in two separate sealed NON-WINDOW envelopes, each superscribed with **“Annual Maintenance Contract of Computer Hardware / Software and other Peripherals for SBI”** as well as **“Technical Proposal”** and **“Indicative Price Proposal”** as the case may be.

- 3.14.2 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 authenticate all pages of the Bids, except for unamended printed literature.

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

D. SUBMISSION OF BIDS

3.15 Sealing and Marking of Bids

- 3.15.1 The Bidders' shall seal the NON-WINDOW envelopes containing one copy of “Technical Bid” and one copy of “Indicative Price Bid” separately and the two NON-WINDOW envelopes shall be enclosed and sealed in an outer NON-WINDOW envelope. Commercial bid will be accepted online on the e-procurement portal of the Bank's authorised service provider. The bidder should be willing to participate in e-procurement (Reverse Auction) and have a valid digital signatures certificate on the date of submissions of bids. Details of Bank's authorised e-procurement service provider will be provided after the technical quotes are found in order.

- 3.15.2 The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described in Clause 3.14.1 above.

- 3.15.3 The outer envelope shall:

a) Be addressed to the Bank at the address given in Part-I

AND

b) Bear the Project Name **“ANNUAL MAINTENANCE CONTRACT OF COMPUTER HARDWARE SOFTWARE AND OTHER PERIPHERALS FOR ALL THE BRANCHES/OFFICES AND ESTABLISHMENTS IN THE GEOGRAPHICAL AREA OF CHANDIGARH CIRCLE”**

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

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

3.16 Deadline for Submission of Bids

3.16.1 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.

3.16.2 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.

3.16.3 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, which would be advised to all the empaneled vendors by mail.

3.17 Late Bids

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

3.18 Modification and Withdrawal of Bids

3.18.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

3.18.3 No Bid may be modified after the deadline for submission of Bids.

3.18.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

E. OPENING AND EVALUATION OF BIDS

3.19 Opening of Technical Bids by the Bank

- 3.19.1 The Bidders' names, bid modifications or withdrawals and the presence or absence of requisite EMD and such other details will be announced at the time of technical Bid opening, as the Bank, at its discretion, may consider appropriate.
- 3.19.2 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.

3.20 Preliminary Evaluation

- 3.20.1 The Bank will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.
- 3.20.2 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.
- 3.20.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.20.4 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.

3.21 Technical Evaluation of Bids

- 3.21.1 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.
- 3.21.2 The Bank reserves the right to evaluate the bids on technical & functional parameters.
- 3.21.3 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.

3.22 Evaluation of Price Bids and Finalization

3.22.1 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 e-Procurement service provider, details of which will be shared separately, at the appropriate time.

3.22.2 The L1 Bidder will be arrived at, based on lowest Bid for each cluster individually as quoted in the Reverse Auction.

3.22.3 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.

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

3.23 Contacting the Bank

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

3.23.2 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.

3.24 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.

3.25 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.

3.26 Notification of Award

3.26.1 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.

3.26.2 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.

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

3.26.4 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 Cluster.

3.27 Security Deposit

3.27.1 The successful bidder shall be required to submit a security deposit of Rs. 10,00,000.00/- (Ten Lac Only) per cluster for Eight (Chandigarh, Patiala, Panchkula, Rohtak, Jammu, Shimla, Bathinda, Ludhiana) clusters and Rs. 3,00,000/- (Three Lac Only) for Chandigarh LHO cluster, in the shape of Fixed Deposit in joint name of the Bank and the vendor duly discharged by the vendor or has to submit a Performance Bank Guarantee as per proforma attached as Annexure 'C' for each cluster, valid for a period of 15 months, and also execute an agreement on the proforma attached (Annexure-D), for the tenure of AMC, which shall be forfeited if the services are terminated abruptly by vendor or any such deviation Bank decides 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 Security Deposit will be refunded after a period of 15 months or on settlement of any claim against the vendor, whichever is later.

3.28 GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER:

3.28.1 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.

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

3.28.3 **The vendor(s) are not permitted to authorize 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.**

3.28.4 The offer 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 offeror. Kindly ensure that ambiguous or unquantifiable costs/amounts are not included in your offer, which would disqualify your offer.

- 3.28.5 Since all our branches and offices are now computerized, for 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 each cluster. For this purpose, the indicative configuration/specification of broad categories of HW/SW items is placed at Annexure 5.1.1. A, B, C,D,E Please note that these are only broad categories of configurations/items of HW/SW. The AMC is on as is where is basis during the currency of the contract.
- 3.28.6 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.
- 3.28.7 In the event of a single vendor attaining the status of L-1 vendor in more than 2(Two) of the defined clusters, the Bank with a view to spreading its dependence on more vendors may exercise the option of distributing the clusters to L-2 and/ or L-3 vendors etc. provided they match the prices with that of the L-1 vendor. The cluster to be so dropped and allotted to the L2/L3 vendor will be as per choice of the L1 vendor. All the bidding vendors are required to participate in the reverse auction event. In case any vendors who does not participate in the reverse auction event without any valid reason, their security deposit with the Bank will be forfeited.
- 3.28.8 Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.
- 3.28.9 Adherence to all applicable laws of the land shall be the sole responsibility of the vendor.
- 3.28.10. All the spares of various Printers; except cartridges and ribbons, will form an integral part of Annual Maintenance Contract. Replacement of defective spares with original spares or spares of equivalent specifications will be done by the vendor without any extra charges.**

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 other peripherals for which the Vendor is required to provide service to the Bank under the Contract;
- 4.1.6 “The Services” means those services ancillaries to the supply of the Products, provision of technical assistance, 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 maintenance of Computer Hardware, Software, Networking and other peripherals (AMC).
- 4.1.9 “The Project Site” means various branches / offices /Cells etc. of the State Bank of India in the geographical area of Chandigarh Circle.
- 4.1.10 “Hardware/ Software up gradation” All the future up gradation of hardware and software should be done by the vendor under AMC.
- 4.1.11 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.
- 4.1.12 All decisions taken by the Bank are binding and final. The Bank reserves the right to reject any quotation without assigning any reason whatsoever.

4.2 Opening the Tenders

The Bank reserves the right to open the quotations soon after their receipt from all the empaneled vendors without waiting till the last date specified as also the right to disqualify any or all vendors either based on their responses, to all or some of the response sheets, or even any part thereof without assigning any reasons whatsoever.

4.3 Contract with the lowest Vendor

- 4.3.1 The lowest (L1) vendor will be determined based on the lowest quotation for each cluster separately.
- 4.3.2 In the event of a single vendor attaining the status of L-1 vendor in more than 2 (Two) of the defined clusters, the Bank with a view to spreading its dependence on more

vendors may exercise the option of distributing the clusters to L-2 and/ or L-3 vendors etc. provided they match the prices with that of the L-1 vendor. The cluster to be so dropped and allotted to the L2/L3 vendor will be as per choice of the L1 vendor.

4.3.3 In case any of the vendor(s) in any of the clusters terminates the contract during the currency of the contract, the security deposit will be forfeited by the Bank and Bank may at its discretion allot the contract to L2/L3 vendor if they match the quotes of L1 vendor.

4.4 EDUCATIONAL QUALIFICATION OF THE SUPPORT SERVICE TEAMS

4.4.1 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.

4.4.2 The Vendor would be responsible for the overall technical support of the area in which the support service team employed by him is working. This support includes cluster servers.

4.4.3 The support service team would have proven expertise in rendering support services in similar capacity.

4.4.4 The support service team would be qualified as a B.E. / B. Tech / BCA / BSc (IT) or Diploma holder from a reputed university.

4.4.5 The Head of support service Engineers in each cluster should have a minimum of 5 years' experience in Hardware AMC support.

4.4.6 The engineer(s) should be capable to maintain and configure networking switches wherever applicable under the contract to ensure 99 % up-time.

4.4.7 **The support service team shall be dedicated for SBI 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. **Daily attendance should be submitted to head of respective AO IT team as per annexure F.**

4.4.8 In case of AMC of Local Head Office, Sector-17, Chandigarh, the vendor shall arrange for one engineer per 150 nodes with minimum number of four resident engineers including one team leader, as per qualification/experience applicable.

4.4.9 One Service Engineer will be provided for maximum 10 Branches. Location of stationing of engineer will be decided in consultation with concerned Administrative Office/RBO. However, in case of multiple offices situated in the same premises, any individual office with up to 150 workstations one resident engineer should be placed. If the number of workstations crosses 150 per office another engineer must be deployed.

4.4.10 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.

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

4.4.12 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, maintenance of existing LAN setup including Network Components and helping the users during installation and stabilization 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.

- 4.4.13 Identification/tracing, testing and ferruling/numbering at both ends of Networking/Data cable between main switch in system room and each node, re-punching of RJ-45 Connector (if required), identifications and remounting of I/O's (if required), w.r.t Networking/Data cable from system room and port number at main switch, testing and re-punching of patch cord (if required) at branches where no intermediate switch is in use. The company must trouble shoot the passive networking components viz LAN cables, I/O Ports, Jack Panels, Patch Chords etc. Loose connections/tracing/support etc to be done by the Company. In case of new cabling or replacement of passive components, the bank shall arrange for the same.
- 4.4.14 All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any specific time/day should be conveyed in advance to the branch and alternative arrangements must be worked out.
- 4.4.15 Escalation matrix to be submitted along with the technical bid.
- 4.4.16 **Vendor will ensure that all the Engineers deployed by the Company are in Company uniform and ID Cards displayed at all times.**

4.5 Empanelment Terms and Conditions

- 4.5.1 All terms of the RFP for empanelment will be applicable to AMC vendors accordingly.

4.6 Extension Of AMC

- 4.6.1 The AMC for the cluster will be valid for a period of 12 months subject to extension thereafter on the same rates and terms & conditions at the discretion of the Bank provided the service support at all the branches/offices falling under the cluster is found to be satisfactory.

4.7 Payments

- 4.7.1 Payment shall be made in Indian Rupees.
- 4.7.2 The AMC charges will be calculated based on the list of hardware submitted by the respective offices/branches at the beginning of each quarter. The AMC charges will be payable in four quarterly installments, in arrears, at the end of each quarter within 10 days of submission of all the required documents. Payment will be made by the respective Administrative Office/R.B.O or ITS Deptt., for LHO, after deducting penalty if any. At the time of submission of the bills, the following certificates from each branch must be submitted.

- 1) Satisfactory service report
- 2) Confirmation of preventive maintenance /visit certificate
- 3) Penalty/No Penalty admissible.

4.7.3 The hardware/peripheral items not covered under warranty will be covered automatically under AMC during the currency of the contract. Bank will not make any extra payment towards maintenance/repair whatsoever except payment of charges incurred on printer ribbon etc.

4.8 Downtime Penalties

- 4.8.1 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 2 hours plus journey time, if any. If the repair work is expected to prolong beyond 2 hours to down time, the vendor shall replace the defective equipment with stand-by equipment immediately and restore operations. Time taken for resolution of complaints can be relaxed in exceptional circumstance in case of branches situated in areas like Leh, Laddakh, Lahaul Spiti & Kinnaur etc.
- 4.8.2 A minimum uptime of 99% for items viz. servers, line/pass books printer and 95% in respect of nodes etc. will have to be ensured at all times. The total downtime at a branch will be calculated as the period an item was not working.
- 4.8.3 The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for 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 by phone or email or escalation portal up to the time call sheet is provided by the service engineer.
- 4.8.4 Down time (beyond the levels) defined because of delayed sourcing of spares and/or lapses will attract penalties.
- 4.8.5 The undernoted penalties are prescribed for various non- performance/deviation (beyond 2 hours plus journey time as per para 4.8.1).

i) Downtime of Cluster Server

Sr. No.	Period for delay	Amount in rupees
1	Up to 2 Hour	1000
2	Up to 4 Hours	3000
3	Up to 8 Hours	6000
4	Thereafter penalty up to 3 days (per day)	10000
5	Penalty beyond 3 days (per day)	20000

ii) Downtime of File Server and/or IOI Printer

Sr. No.	Period for delay	Amount in rupees
1	Up to 2 Hour	500
2	Up to 4 Hours	1500
3	Up to 8 Hours	3000
4	Thereafter penalty up to 3 days (per day)	5000
5	Penalty beyond 3 days (per day)	7000

iii) Downtime of Other Hardware/Peripherals/upgradation of software etc.

Sr. No.	Period for delay	Amount in rupees
1	Up to 2 Hour	Nil
2	Up to 4 Hours	500
3	Up to 8 Hours	1000
4	Thereafter penalty up to 3 days (per day)	1000
5	Penalty beyond 3 days (per day)	3000

iv) For any other deviations of terms & conditions not included in (i), (ii) & (iii) above:

- a) Rs. 5,000/- per instance
- b) Rs. 15,000/- if the same instance is repeated

4.8.6 However, the down time is due to Force Majeure as per clause 4.13 and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.

4.8.7 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.

4.8.8 The normal journey time is maximum 1 hour in plane areas and 2 hours in hilly terrain will be allowed.

4.8.9 The penalty will be recovered at Administrative Office/RBO level based on the recommendations of Branch Manager.

4.8.10 Any decision regarding remission or any other issue relating to penalty will be taken up and decided by the respective AO/RBO/LHO

4.8.11 If the delay in repair/maintenance/upgradation is more than 4 hours plus journey time and the same is attributable to the vendor/his representative, the Bank may hire the services of bonafide third party to ensure continuity of Business. Charges/expenditure so incurred will be recovered from the AMC vendor. Proportionate applicable AMC charges will also not be paid. However, Bank will intimate to the vendor of its intentions of hiring third party. The cost so incurred will be recovered from Vendor

There will be no cap on the overall maximum penalty that can be imposed on Vendor under this Agreement.

4.9 Cancellation of Contract

In the event of unsatisfactory service support, the Bank reserves the right to cancel the contract and allocate the same to another vendor on the such terms and conditions, after serving a notice of 15 days to the defaulting vendor, for the same.

4.10 Spares of Essential Kits or Parts

4.10.1 The vendor in each cluster shall keep sufficient quantities of spares of essential kits or parts of the equipment. The stock of spares will be maintained at Bank location suitably agreed between Bank & Vendor. The spares must be original and as per the standard hardware configuration as approved by the Bank. At the minimum, the under noted quantities will be maintained. A certificate in this regard is to be submitted to the respective AO by 1st of every month after physical verification by AO/RBO IT team.

(The List is indicative vendor may maintain more stocks of items/inventory to ensure continuity of operations at all the locations as per actual inventory of Hardware)

Hardware Spares requirement		Quantity
Sr.	Part Description	
1	KEYBOARD	15 for each RBO
2	MOUSE	15 each RBO
3	SMPS DESKTOP	1 for every 10 branches
4	SMPS SERVER	2 per RBO
5	MOTHERBOARD DESKTOP Dual Core	3 per RBO
6	MOTHERBOARD DESKTOP i3	4 per RBO
7	MOTHERBOARD DESKTOP AMD A8	5 per RBO
8	MOTHERBOARD SERVER	1 per RBO
9	HARDDISK DESKTOP (Min 500 GB)	2 for every 10 Branches
10	HARDDISK SERVER (SAS)	2 per RBO
11	RAM DESKTOP (DDR-II -2GB, DDR-III-4GB & DDR-IV- 4 GB)	1 each (2+2+2) per RBO
12	RAM SERVER	1 per RBO
13	TFT/LCD	1 for every 10 Branches
14	Lan Card PCI and PCI Express	2 for every 10 Branches
15	USB Card /Input Output card	2 per RBO
16	LASER PRINTER Complete- MFP	1 per RBO
17	LOGIC CARD LBP 2900/ HP 400 /CANON 4750	1 of each Model (1+1+1) for every RBO
18	POWER SUPPLY Laser Printer above models	1 of each Model (1+1+1) for every RBO
19	TEFLON LBP 2900/ HP 400 /CANON 4750	5 of each Model (5+5+5) for every RBO
20	FUSSER ASSEMBLY LBP 2900/ HP 400/ CANON 4750	1 of each Model (1+1+1) for every RBO
21	PRESSURE ROLLER LBP 2900/ HP 400 /CANON 4750	5 of each Model (5+5+5) for every RBO

22	PAPER PICKUP RUBBER LBP 2900/ HP 400 /CANON 4750	5 per RBO
23	PASSBOOK PRINTER Complete	1 per RBO
24	HEAD EPSON PLQ 20 / Olivetti PR2+	1 of each Model (1+1) for every RBO
25	HEAD CABLES PLQ 20 / Olivetti PR2+	1 of each Model (1+1) for every RBO
26	LOGIC CARD PLQ 20 / Olivetti PR2+	1 of each Model (1+1) for every RBO
27	POWER SUPPLY CARD for passbook printer	1 of each Model (1+1) for every RBO
28	Mylar STRIP PLQ 20/ OLIVETTI PR2+	10 of each Model (10+10) for every RBO
29	Head Wheel	5 for every RBO
30	SENSOR FACE PLATE (upper & Lower)	5+5 for every RBO
31	Draft Printer IOI Complete	1 per RBO
32	Head EPSON 300+	1 per RBO
33	Logic Card EPSON 300+	1 per RBO
34	SMPS EPSON 300+	1 per RBO
35	RD Assembly PLQ 20	1 for every 20 branches
36	IOI RD Assembly EPSON 300+	1 for every 20 branches
37	IOI ROD Bush	1 for every 20 branches
38	CMOS Battery for desktops	20 per RBO
39	CKYC Scanners	2 per AO

4.10.2 The Bank will have the right to verify the stock position of the vendor from time to time. Violations in maintaining the sufficient spares in each cluster will be treated as a serious lapse on the part of the vendor. Any shortage detected at the time of such a surprise check by the Bank will earn a penalty of 1% of the AMC valuable for the relative quarter, at the discretion of the Bank. This is independent of any other penalty i.e. independent from clause 4.8.

4.11 Preventive Maintenance

The vendor will carry out preventive maintenance once within first fifteen days of commencement of the AMC agreement and once every subsequent quarter thereafter. If vendor fails to carryout preventive maintenance during a quarter, penalty at the rate of 5% of the AMC value of the RBO/Branches for the quarter, will be levied.

4.12 Future additions of Hardware / Software:

4.12.1 SBI would have the right to: -

- Shift the supplied system to an alternate site of its choice
- Disconnect/connect/substitute peripherals such as printer, etc. or devices or any equipment/software acquired from another vendor.
- Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the vendor, or another vendor, or developed in-house.
- Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.
- Data restoration after replacement of peripherals would be done under AMC.

- 4.12.2 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.

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 Termination for Insolvency

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

4.15 Termination for Convenience

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

4.16 Disputes

- 4.16.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any dispute or disagreement arising between them under or in connection with AMC.
- 4.16.2 If the Bank and the Vendor have been unable to resolve amicably any dispute arising between them under or in connection with AMC even after reasonably long period then all disputes and differences of any kind arising out of or in connection with the AMC order shall be referred to arbitration. Both the parties may appoint the arbitrator and both arbitrators together shall appoint a third arbitrator who shall preside over the arbitration. The decision of the arbitrator(s) shall be final. Such arbitration shall be governed by the provisions of Arbitration and Conciliation Act, 1996.
- 4.16.3 The place/venue for Arbitration shall be the place at the center of location of respective Admin Office/Cluster of SBI.
- 4.16.4 The language of Arbitration shall be English
- 4.16.5 Each party shall bear the expenses incurred by it in appointing arbitrator. However, the cost of third arbitrator shall be borne equally by both the parties.

4.17 Rights of Bank

- 4.17.1 The Bank does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason therefore.
- 4.17.2 While placing the Order, the Bank further reserves the right to delete or reduce any item or section of the schedule of work without assigning any reason therefore.

4.18 Other Compliances

- 4.18.1 All AMC vendors servicing the Bank should comply with the Bank's IS Security policies in key concern areas relevant to the activity, the broad areas are:
- ✚ Responsibilities for data and application privacy and confidentiality.
 - ✚ Responsibilities on system and software access controls and administration.
 - ✚ Custodial responsibilities for data, software, hardware and other assets of Bank being managed by or assigned to vendor.
 - ✚ Physical security of the facilities.
 - ✚ Physical & logical separation from other customers of the vendor. ✚ Incident response and reporting procedures.

- 4.19 The contract shall be interpreted in accordance with the laws of Union of India and shall be subject to exclusive jurisdiction of courts at the center of location of respective Admin Office/Cluster of SBI.

4.20 Indemnity

The vendor agrees that it shall keep the Bank always indemnified against all or any loss, damage and all expenses which may arise on account of any claim arising out of any breach or failure of the Vendor or any of its employees or agents of the above clauses on security, confidentiality, whether the loss damage, costs or expenses arise directly or indirectly from such breach or failure. The vendor agrees to keep the Bank indemnified of any loss caused to the Bank due to loss/damage, if any, caused to the equipment because of any reason attributable to vendor or employees/agents of the vendor.

PART 5: BID FORM, PRICE SCHEDULES AND OTHER FORMATS

INDEX

ANNEXURE NUMBERS

- 5.1** Requirement Specifications
 - 5.1.1 Technical & Functional Specifications
 - 5.1.2 BOM & Compliances
- 5.2** Bid Forms
 - 5.2.1 Bid Form (Technical)
 - 5.2.2 Indicative Price Bid Form
 - 5.2.3 Undertaking

ANNEXURE NUMBERS

Annexure - A	Format for EMD Bank Guarantee (BG)
Annexure – B	Performance Bank Guarantee format (PBG)
Annexure – C	Notional Replacement Value of the Hardware items
Annexure – D	Cluster Wise Requirements for AMC services
Annexure – E	Format for Service Level Agreement(SLA)
Annexure – F	Format for Attendance of Engineers

ANNEXURE –5.1.1

**General Configuration of HW/SW at Branches/Administrative Offices/
SBLCs/TFPC/LCPC/Cells**

(The list is purely illustrative/indicative in regard to make / model / configuration)

S. No	ITEM
1.	<p>CLUSTER SERVER: MICROSOFT WINDOW 2008/2012 ADVANCED SERVER CTS/WebCTS: one each * Xeon E5-2637 with (3.5GHz/4-core/15MB/8.0GT-s QPI/130W, DDR3-1866, HT, Turbo2-1/1/2/3) 2 CPU populated or Greater CACHE, 800 MHz FSB Mother Board Server Class Mother Board, Chipset Intel Server class C600 Series Chipset OR EQUIVALENT 8GB ECC DDR-3 RAM, upgraded up to 64GB with minimum of 8 DIMM Slots 2x300 GB ULTRA 320 SCSI-HDD (15KRPM)/ SFF HOT PLUG HDD (15KRPM) OR EQUIVALENT WITH HARDWARE RAID CONTROLER. (Disk make: Seagate, Quantum OR (Model Certified for MS Windows) Controller: HP Smart Array P420i/2GB FBWC (RAID 0/1/1+0/5/5+0/6/6+0) 1x1.44MB FDD, 1xDVD ROM writer (8x) (Model Certified for MS Windows) TAPE DRIVE AND CONTROLLER: Internal and External SCSI 36/72 GB DDS 5 Data drive with dedicated SCSI controller (Model Certified for MS Windows) Ethernet: 2 PCT Ethernet (10x100x100 MBPS) & 10x100x1000 MBPS) i Serial Port, 1 Parallel Port, 4 USB Ports 1 VGA Port CHASIS: RACK MOUNTABLE - 2 U RACK/7 RACK Power Supply: Adequate as per the design of the Server with redundancy SERVER AND STORAGE NEED TO BE CONNECTED IN WINDOWS CLUSTERING MODE: Certified /Designed for MS Windows 2000 Advanced Server)</p>
2.	<p>CLUSTER Server: ADVANCED SERVER CBS (BANCSLINK) at CCPC * Two Servers Dell R720(XEON E5-2620 3.00 GHZ, 4*8GB RDIMM, 2*600 GB 10K RPM SAS HDD) Server class motherboard and Chipset. STORAGE SAS HDD DELL POWERVAULT MD3600F(MD3600F/8GB FC, 5*300GB SAS 15K RPM) LCD/KVM etc. CHASIS: RACK MOUNTABLE - 2 U RACK/7 RACK Power Supply: Adequate as per the design of the Server with redundancy SERVER AND STORAGE NEED TO BE CONNECTED IN WINDOWS CLUSTERING MODE: Certified /Designed for MS Windows 2000 Advanced Server)</p>
3.	<p>One IMAGE SERVER: (TFPC) Chandigarh, Ludhiana, Jalandhar : one each. CPU CHIPSET: TWO CPU INTEL QUAD CORE XEON 5405 @ 2.00GHz 4GB Dual Port Fibre Channel card with two fibre patch cables SCSI controller and cable RAM: 8 GB DDR2 667 MHZ, ECC RAM, 4MB L2 CACHE OR HIGHER</p>

	<p>STORAGE: 2*146 GB HDD 15K SAS DRIVE (ON RAID1, HOT SWAPPABLE DISK)</p> <p>EXTERNAL STORAGE: 1 TB DUEL Hardware RAID controller with RAID 5 minimum 1 GB battery backed cash per controller, 11 Fibre Channel disks of 146 GB (15 KRPM) 4 GB dual port fibre channel controllers with suitable enclosures</p> <p>CONTROLLER: Integrated SAS Raid Controller with support for Raid 1</p> <p>DVD WRITER: 16X Double Layer: Model Certified for MS Windows</p> <p>LAN CARD: Wake-On Lan Dual Gigabit Ethernet Cards, 1 PCI Ethernet Cards</p> <p>OTHER PERIPHERALS: 19" TFT Monitor, Mechanical Keyboard (Minimum 104 Keys), Optical Scroll Mouse</p> <p>POWER SUPPLY: Adequate as per the design of the server with Redundancy FDD: 1.44" FDD</p> <p>SERVER CERTIFICATION: Certified for Microsoft Windows and should be listed in the windows server catalogue page of Microsoft website (exact quoted model)</p> <p>MINIMUM PORT: Serial Ports or Parallel Ports 1, USB Ports 4, VGA Port 1</p> <p>TAPE DRIVE: 1 ULTRIUM III TAPE DRIVE with SCSI Interface and 10 Nos. Ultrium tapes and cleaning cartridge.</p>
4.	<p>Configuration of Desktop for Branches:</p> <p>Hardware: INTEL / AMD</p> <p>Processor Intel Core TM i3-4130 Processor (3.4GHz,3 MB L3Cache) 4th generation or higher or AMD A8-6s00 Processor (3.5GHz,4MB Cache) or higher Chipset Compatible chipset</p> <p>Hard Disk 500 GBSATAHDD at least 7200 RPM or higher</p> <p>Memory 4GB(2x2GB), DDR3- 1600MHz RMA expandable to 16 GB /,8GB DDR4 expandable to 16 GB or more with minimum 2 DIMM slots</p> <p>Monitor 21"/1 TFT Color Monitor Keyboard 104 keys normal Keyboard 104 keys normal Keyboard, Mouse Optical Scroll Mouse</p> <p>Network Card 10/100/1000 MBPS Network Interface Card</p> <p>Ports 1 SERIAL,1 PARALLEL, 4 USB PORTS</p> <p>Operating System Windows 8 Professional 32/64 bit (Down gradable to Windows 7 with IE8)</p>
5.	<p>Configuration of high-end Desktop</p> <p>Processor Intel Core i7 - 8700 Processor/ Ryzen 3 or higher Compatible Chipset</p> <p>HDD 1TB SATA HDD with 7200 RPM or higher; Memory 16GB(2X8GB), DDR4-2400MHZ RAM Expandable to 16 GB or more with minimum 2 DIMM slots.</p> <p>Monitor 18.5" TFT Color Monitor with Speakers (TCO05 certified), Keyboard 104 Keys normal Keyboard, Mouse Optical scroll Mouse</p> <p>Network Card 10/100/1000 MBPS Network Interface Card</p> <p>USB 6 USB ports (2 front, 4 back), 1 serial, 1 parallel</p> <p>Operating Windows 10 Professional 64 bit</p> <p>System license or Higher</p>

6. **Configuration for Branch Servers (older configuration): TYPE-A**

(A) Server Hardware Specification for branches

CPU: 1No. * (Intel Quad Core Xeon E3 1220, 3.10Ghz, 8MB L3 Cache)

Chipset: Server Class Mother board and Chipset

HDD: 2Nos. * 300 GB 10K RPM SAS Drive or Higher on RAID1, Hot swappable disk.

RAM: 4GB ECC DDR3 1066/1333 MHz or Higher

Controller: Integrated /Add-On SAS Raid Controller with Support for RAID1

DVD Writer: 16 X Double Layer Model Certified for MS Windows

LAN Card: 2 Nos PCIe Gigabit (100/1000 MBPS) Ethernet Cards on board

Expansion Slots & Ports: Min 2 Nos of PCI Slots Min 1 Serial 2*RJ45 Ethernet, 3 USB Ports 1 VGA

Monitor: 18.5 TFT Color Monitor

Other peripherals: 104 Keys Mechanical (Non-Membrane, Non-Plasma) OEM brand keyboard, Optical Scroll Mouse

Power Supply: 80 \pm 2 efficiency Server grade and dual redundancy power supply

Server Certification: Certified for Microsoft Windows

OS Compatibility: Microsoft Windows 2008 Standard 32 Bit or Higher

7. **Configuration for Branch Servers: TYPE-B**

(B) Server Hardware Specification for branches up to 200 users

Brand HP/ DELL / SUN IIBM / ACER / CISCO / FUJITSU/HCL/ WIPRO

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

CHIPSET Server Class Motherboard and Chipset

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

CONTROLLER Integrated / Add-on SAS Raid Controller with Support for RAID 1

DVD WRITER / 16x Double Layer, Model Certified for MS Windows OR 16x DVD- RW with writing feature disabled

LAN CARD 2 Nos. PCIe Gigabit (100/1000 MBPS) Ethernet Cards on board

EXPANSION 2 Nos. of PCII PCIe slots

PORTS Min 1 Serial, 2 x RJ45 Ethernet, 3 USB ports, 1 VGA

MONITOR 18.5" TFT Color Monitor

OTHER 104 keys normal Keyboard, Optical Scroll Mouse

POWER SUPPLY 80 (\pm 2) efficiency Server grade and dual redundant power supply

OS Microsoft Windows 2008 32/64 bit or higher

RAM: 8 GB EGGDDR3 1066/1333 MHZ or higher

8. **Configuration for Branch Servers: TYPE-C**

(C) Server Hardware Specification for Large Branches & CPCs (200 to 500 users)

Brand HP / DELL/ SUN/ IBM/ ACER/ CISCO/ FUJITSU

CPU: (Intel Six Core Xeon E5-2620, 2.0 GHz, 15MB L3 Cache) or (AMD 12 Core Opteron 62382.6 Ghz, 16MB L3 Cache)

CHIPSET Server Class Motherboard and Chipset

HDD (450 GB 10K RPM SAS Drive) or higher (on RAID 1), Hot Swappable Disk.

RAM 32 GB(=4X8) ECC DDR3 1066/1333 MHz or higher

CONTROLLER a. Integrated / Add-on SAS Raid Controller with Support for RAID 1

DVD WRITER++ 16 x Double Layer, Model Certified for MS Windows OR 16x DVD

LAN CARD 2 Nos. PCIe Gigabit (100/1000 MBPS) Ethernet Cards on board

HBA Single port FC HBA 8 GBPS PCIe

EXPANSION Min. 2 Nos. of PCII PCIe slot

10 PORTS Min 1 Serial, 2 x RJ45 Ethernet, 4 USB ports, 1VGA

MONITOR 18.5" TFT Color Monitor

POWER 80 (±2) efficiency Server grade and dual redundant power supply

OS Microsoft Windows 2008 32/64 bit or higher

9. **ADS SERVER: One (LHO)**

Intel XEON 5670 3.46 GHz or Higher, RAM 32GB ECC DDR3 1066 MHZ or higher scalable to 64 GB or Higher, 4 * 300 GB 15K SAS Drives or Higher (On RAID1/RAID5) Hot Plug Swappable Disk,

Controllers: Hardware RAID controller with battery backed write cache for internal Hard Disk Drives with Support for hardware RAID 0/1/5, One No. SCSI/SAS Controller card to connect to Ultrium Tape drive,

DVD ROM: One internal 16 x Double Layer Model,

Network Controller: 2 Nos PCI Dual Gigabyte NIC on board + Two NIC dual ported cards with Gigabyte Interface **and other standard Configuration**

10.	<p>New REPORT SERVER: One RACK SERVER BRAND: HP DL 380P G8 (LHO) *</p> <p>CPU: 2No. * (Intel Six Core Xeon E5 2640, 2.50Ghz, 15MB L3 Cache) Chipset: Server Class Mother board and Chipset HDD: 10Nos. * 300 GB 10K RPM SAS Drive & 6*2.4 TB 10K SAS Higher on RAID5, Hot Swappable Disk. RAM: 8Nos * 8GB ECC DDR3 1066/1333 MHz or Higher (Scalable to 128 GB or Higher) Controller: 2 Integrated SAS Raid Controller with Support for RAID 0/1/5, One No.2 port FC connector Card LAN Card: 2 Nos PCIe Gigabit (100/1000 MBPS) Ethernet Cards on board Expansion Slots & Ports: Min 2 Nos of PCI/PCIe Slots Min 1 Serial 2*RJ45 Ethernet, 3 USB Ports 1 VGA Monitor: 18.5 TFT Colour Monitor or higher/better (TCO 05 Certified) Other peripherals: 104 Keys Mechanical (Non-Membrane, Non-Plasma) OEM brand keyboard, Optical Scroll Mouse Power Supply: Server grade and dual redundancy power supply Server Certification: Certified for Linux Operating System OS Compatibility: Red hat Linux (64 Bit) latest version Care: TFT Monitor, Keyboard and Mouse should be preferably of the same OEM</p>
11.	<p>REPORT SERVER: One RACK SERVER BRAND: FUJITSU (LHO)</p> <p>CPU: 1No. * (Intel Six Core Xeon E5 2620, 2.00Ghz, 15MB L3 Cache) Chipset: Server Class Mother board and Chipset HDD: 2Nos. * 300 GB 10K RPM SAS Drive or Higher on RAID1, Hot Swappable Disk. RAM: 4 Nos * 4GB ECC DDR3 1066/1333 MHz or Higher (Scalable to 32 GB or Higher) Controller: Integrated SAS Raid Controller with Support for RAID1, One No. SCSI/SAS Controller Card to connect to Ultrium Tape drive with cables Tape Drive: Ultrium 5 (1.6 TB / 3.0 TB) Tape Drive OEM must also provide backup software with single user license bundled. LAN Card: 2 Nos PCIe Gigabit (100/1000 MBPS) Ethernet Cards on board Expansion Slots & Ports: Min 2 Nos of PCI/PCIe Slots Min 1 Serial 2*RJ45 Ethernet, 3 USB Ports 1 VGA Monitor: 18.5 TFT Colour Monitor or higher/better (TCO 05 Certified) Other peripherals: 104 Keys Mechanical (Non-Membrane, Non-Plasma) OEM brand keyboard, Optical Scroll Mouse Power Supply: 80 ±2 efficiency Server grade and dual redundancy power supply Server Certification: Certified for Linux Operating System OS Compatibility: Red hat Linux (64 Bit) latest version Care: TFT Monitor, Keyboard and Mouse should be preferably of the same OEM</p>

12	<p>STORAGE: One (LHO) *</p> <p>IBM/EMC/HP/SUN/DELLRAID level RAID Array supporting 0,1,0+1,5 levels technology. The RAID implementation should be hardware based and should be based of Fibre Channel Technology Architecture. The array should have support for 2 No. of array controllers for performance.</p> <p>Redundancy: Each RAID controller should have minimum 2GB Cache with minimum 2 No. of 8 GPBS Host FC Ports and 2 Nos. physical 6 GBPS SAS Ports for backend drive connectivity (Total minimum 4 GB Cache across two controllers).</p> <p>Reliability: The Disk array should support Dual Redundant Active-Active paths via switches and HBAs so that disks are accessible always to the RAID controller in case of any component or part failure. No single point of failure architecture. It should have internal environment monitoring. Disk Drives : 12 Nos: 6 GBPS SAS Disks of 450 GB 10K RPM (excluding two hot spare disks) Volume Expansion: The storage system should support dynamic volume expansion.</p> <p>RAID level mixing: It should support a mix and match of RAID levels behind a pair of controllers.</p> <p>No SPOF Disk array: It should have no single point of failure (NSPOF), component and function level redundancy to provide high availability features for all the components at RAID controller level, redundant power supply, and redundant cooling fans.</p> <p>Each controller should have dual power supplies and dual cache batteries.</p> <p>Spares: Should have Global Online Spare pools, to reduce the risk of data loss by facilitating automatic rebuilds after drive failure.</p> <p>OS Support: Support for Industry Leading Operating System platforms including Microsoft Windows 2008 (Standard/Enterprise)/Unix/Red hat, Linux etc.</p> <p>KVM Switch: Integrated 15" TFT LCD monitor keyboard drawer with 8-Port KVM (with full set of cables, accessories to mount and Servers) 1U Form Factor</p>
13	<p>UNIX SERVER (ACER G300): One (MIS-LHO)</p> <p>PENTIUM IV @ 1.7 GHZ or greater 512 MB ECC SD RAM, 512/256 KB CACHE (Model benchmarked by c&i project, Mumbai) 2X32 BIT PCI ULTRA 160 SCSI CONTROLLER 3x73(at DPC)/ 3x36 (at ZOCC) GB ULTRA 160 SCSI- HDD 1 X 1.44 MB FDD, VGA Colour VDU + MECHANICAL KEYBOARD, 20/40 GB DAT DRIVE (DDS-4 compatible), 1 X CD-ROM Drive 32 BIT PCI 10/100 ETHERNET CARDS (UTP), (one or more, as configurable) UnixWare 7.1.1 (25 users licence)</p>
14	<p>LAPTOPs – (Dell/IBM/ COMPAQ/SONY/WIPRO/HCL/LENOVO/TOSHIBA/CHIRAG etc.)</p>

List of Printers and Scanners

S. No	Line Matrix Printer	500 LPM or higher with Integrated Print Server / LAN Card, Pedestal Model
1	High Speed Dot Matrix Printer	136 Col: 24 Pin, 475cps or higher @ 10cpi Draft, Serial / Parallel / USB Interface (any two), 64KB Buffer or higher, 1+5 Copies
2	Dot Matrix Printer	24 pins, 250cps or higher, BO Col: 24 Pin, 225cps or higher @ 10cpi Draft, 80 Column 66 or above, Print head life: higher, Ribbon Life: 3 150 million strokes.
3	Passbook Printer	24 Pin, 300 cps or higher Draft, Ports: Parallel / Serial / USB (any two), Ribbon Life: 3 million characters, Print Head Life : 400 million dots, Horizontal & Vertical Type.
4	Cash Receipt Printer	Dot Matrix Printer 40 Column, 4.5 Lines/Sec. or more, USB or Parallel Interface, Mono Printing, Paper Width: 75.5 mm (3 inch) or more
	Network LaserJet Printer	Mid-Level Mono Printer: 24ppm (A4) or Higher, Processor 200 MHz, Resolution 600 x 600 dpi, Built-in Network Interface, Duplex Printing, 32 MB RAM
6	Network LaserJet Printer	Heavy Duty Mono Printer: 36ppm (A4) or Higher, Processor 300 MHz or higher, Resolution 1200 x 1200 dpi, Built-in Network Interface, Duplex Printing, 32 MB RAM or more, One High Speed USB 2.0 or Parallel Port
7	Network LaserJet Printer	Heavy Duty Mono Printer: 28ppm (A4) or Higher, Processor 300 MHz or higher, Resolution 600 X 600 dpi or higher, Built-in Network Interface, Duplex Printing, 32 MB RAM or more, One High Speed USB 2.0 or Parallel Port
8	Multifunction Printer: Mid-Level MFD	25ppm, Processor 200 MHz or higher, Printer/Fax/Copy/Scan, 32MB RAM or more, Hi-Speed USB 2.0, Built-in
9	Flat Bed Scanner: Image Sensor Type	CIS/CCD, Resolution: 1200 dpi or more, Scanning Speed: 8 seconds or less, Connectivity: High-Speed USB 2.0
10	Mid-size ADF+ Flatbed Scanner Automatic Document Feeder	ADF+ Flatbed, Speed 40 ppm or higher, Resolution 600 x 600 dpi, connectivity USB 2.0, scanning mode-simplex & duplex, paper size-multiple
11	Flat Bed Scanner	Image Sensor Type: CIS/CCD, Resolution: 1200 dpi or more, Scanning Speed: 8 seconds or less, Connectivity: High-Speed USB 2.0
12	Mid-size ADF+ Flatbed Scanner Automatic Document Feeder	ADF+ Flatbed, Speed 40 ppm or higher, Resolution 600 x 600 dpi, connectivity USB 2.0, scanner mode-simplex & duplex, paper size-multiple.

13	ADF Scanner	HP Scanjet PRO 3000 S3 And HP Scanjet Enterprise Flow 5000 S4
----	-------------	---

NOTE: For high-end servers and storages, like Cluster Setups/ EMC storage, back to back AMC with OEM should be maintained

ANNEXURE – 5.1.2

Bill of Material and Compliances

(Compliance may be submitted based on indicative hardware configuration given in Annexure 5.1.1)

Sr. No.	Hard ware / other peripherals	Hardware Location	Compliance (Y / N)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

We confirm to undertake the maintenance services for all the items of hardware, software (including upgradation) and other peripherals etc. as per Annexure 5.1.1 A, B,C,D, E and as per location provided herein.

Dated this day of 201

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

Date: _____

To:

Dear Sir,

Ref: RFP No. ITS/AMC/19-20/1 dated 22/04/2019

~~~~~

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 provide AMC services for the equipment detailed in Annexure-5.1.1, 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 by us have been arrived at without agreement with any other Bidder of this RFP for 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 equipment maintenance 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 start the formalities for AMC of the equipment as advised in the Award Letter / Letter of Intent, issued in this regard.

4. ***We agree to abide by the Bid and the rates quoted therein for the AMC 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.

|                                                                                           |                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <hr/> <p><i>SBI, ITS Dept., Chandigarh LHO</i><br/> <i>Tender no. ITS/AMC/19-20/1</i></p> |  <p><b>भारतीय स्टेट बैंक</b><br/> <b>State Bank of India</b><br/> <i>With you - all the way</i></p> |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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/ furnished in our bids are factually correct. We also accept that in the event of any information / data / 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

|                                                  |                 |                               |
|--------------------------------------------------|-----------------|-------------------------------|
| _____<br>(Signature)                             | _____<br>(Name) | _____<br>(In the capacity of) |
| Duly authorized to sign Bid for and on behalf of |                 |                               |

\_\_\_\_\_

## ANNEXURE – 5.2.2

### INDICATIVE PRICE PROPOSAL (to be included in Indicative Price Proposal Envelope)

To:

Dear Sir,

**Ref: RFP No. ITS/AMC/19-20/1 dated 22/04/2019**  
**FOR CLUSTER: LHO-CHANDIGARH/PB-LUDHIANA /PANCHKULA/ SIMLA/**  
**JAMMU/ ROHTAK/BHATINDA/PATIALA**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of \_\_\_\_\_% (\_\_\_\_\_ percent only) of replacement value calculated by the Bank based on the indicative hardware items/ equipment available at various locations of the concerned cluster as per annexure 'A' (separate annexure 5.2.2 A,B,C,D,E... be submitted for each cluster) and as per indicative configuration mentioned in Annexure 5.1.1 for AMC in conformity with the said bidding document.

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

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

Duly authorised to sign Bid for and on behalf of

**(NOTE: PLEASE SUBMIT INDICATIVE PRICE PROPOSAL FOR EACH CLUSTER SEPARATLY)**



### **Annexure-5.2.3**

#### **Undertaking \***

1. Having read, and understood, we accept all the terms & conditions and other stipulations and general conditions mentioned above.
2. Certify that our quotations for all items herein conform to the manner of quoting specified in the General Instructions and Terms & conditions.
3. Unconditional comprehensive maintenance service for the entire period of AMC will be provided.
4. Sufficient quantities of original spares of essential kits or parts of the equipment will be kept in each cluster and/or at the locations desired by Bank.
5. One qualified (Minimum B.E/B.Tech/BCA/BSc (IT))/Diploma Holder and experienced service engineer as per terms of RFP/agreement within a cluster will be provided.
6. In case of failure to attend to the complaint, will be liable to penalties as imposed by the bank as per agreement terms.
7. Certify that all the details filled-in by us and the details in the attached sheets are correct and complete.
8. Certified that we have our own engineers on roll who possess the required experience and qualification.
9. **Head of Support Service Engineer in each cluster should have a minimum experience of 5 years in AMC Services,**
10. The technical Support Service Engineers may be B.E/B.Tech/BCA/BSc (IT))/Diploma Holder but with 3-year experience in IT sector.
11. **All the support engineers deployed at the offices/branches will have minimum 3 years' experience.**
12. **Documentary proof in respect of the Qualification and Experience of Support Engineers to the satisfaction of SBI authorities would be submitted before execution of the contract.**

**All the spares of various Printers; except cartridges and ribbons, will form an integral part of Annual Maintenance Contract.**

Vendor Company Stamp/Seal

Signature \_\_\_\_\_

Name .....

Designation.....

Date .....

**\*Without this Undertaking duly signed, your quotation would be considered as invalid.**

**ANNEXURE – A**

**FORMAT FOR EMD BANK GUARANTEE**

To:

Dear Sir,

**EMD BANK GUARANTEE FOR AMC OF COMPUTER HARDWARE AND SOFTWARE, PRINTERS, AND OTHER PERIPHERALS RFP -AS ARE SET OUT IN THE SBI RFP NO : ITS/AMC/19-20/1 DATED 22/04/2019**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other places in India has invited Request for Proposal for Annual Maintenance Contract of broad categories of Computer Hardware, Software, Printers and other Peripherals of the State Bank of India, Request for Proposal: **ITS/AMC/19-20/1 DATED 22/04/19**

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) or any lower amount 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 Vendor under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

3. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within a period of one week 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 Vendor. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. 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 Vendor 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 Vendor of their obligations and in the event of their failure to do so, by payment to 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 up to 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

**ANNEXURE – B**

**PERFORMANCE BANK GUARANTEE FORMAT**

**(TO BE STAMPED AS AN AGREEMENT)**

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 2019 by ..... (name of the Bank) ..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madam Cama Road, Mumbai-400021 and one of its offices at .....(Address of relative Office of S.B.I), hereinafter referred to as "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

**WHEREAS**

The State Bank of India, having its Corporate Office at State Bank Bhavan, Madam Cama Road, Mumbai - 400 021 (hereinafter called the 'Bank') has, through its office at ITS Deptt, 3<sup>rd</sup> floor, State Bank of India, Local Head Office, Chandigarh, Sector 17 A, Chandigarh-160017, awarded Annual Maintenance Contract of Hardware, software and other peripherals for branches and offices in Panjab, Haryana, Shimla, Jammu & Kashmir, UT of Chandigarh.

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupees ..... only) as a Bid Security Performance Bank Guarantee, valid for a period of 15 months.
2. M/s. \_\_\_\_\_, our constituent, intend to submit the Performance Bank Guarantee for the said awarded Annual Maintenance Contract and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs...../- (Rupees .....only)

**NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR**

1. We \_\_\_\_\_ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the State Bank of India, their Successors, Assigns that in the event of the State Bank of India coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the State Bank of India, pay without demur to the State Bank of India, a sum of Rs...../- (Rupees .....only) or any lower amount that may be demanded by the State Bank of India. Our

guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupees ..... only)

2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupees ..... only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the State Bank of India 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 in this regard. The notice from the State Bank of India 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 State Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the State Bank of India under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the State Bank of India and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the State bank of India.

We hereby further agree that-

- (a) Any forbearance or omission on the part of the State Bank of India 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 Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupees ..... only)
- (b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupees ..... only)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This guarantee shall remain in force up to 30<sup>th</sup> September 2019 provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till 31<sup>st</sup> May 2019 unless these presents are renewed as provided hereinabove on the 31<sup>st</sup> May, 2019 or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the State Bank of India alone is the conclusive proof

whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the State Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

(f) The liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by -

- (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
- (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
- (iii) any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
- (iv) any change in the constitution/structure or management of the Bank or
- (v) any dispute between the Bidder and the Bank.

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

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees ..... only)
- (b) This Bank Guarantee shall be valid up to .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
Authorized official



## ANNEXURE - C

### Replacement Value of Hardware Items

| Sr. No | ITEM                                                                                                                      | Replacement Price (Rs.) |
|--------|---------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1      | Branch Server-small branches                                                                                              | 110500                  |
|        | Branch Server-Up to 200 users                                                                                             | 119900                  |
|        | Branch Server-Up to 500 users                                                                                             | 282400                  |
|        | Desktop / Workstation (Branch) (CPU)                                                                                      | 30000                   |
|        | Desktop / Workstation (high end) (CPU)                                                                                    | 45000                   |
|        | Monitor/TFT                                                                                                               | 7000                    |
|        | Laser Printer-Entry Level                                                                                                 | 7300                    |
|        | Laser Printer-Network mid-level                                                                                           | 10600                   |
|        | Laser Printer-Network Heavy duty                                                                                          | 21000                   |
|        | Line Printer                                                                                                              | 168000                  |
|        | Multifunction Printer                                                                                                     | 19000                   |
|        | High Speed D.M. P                                                                                                         | 41000                   |
|        | DMP 24 pin                                                                                                                | 9500                    |
|        | Passbook printer                                                                                                          | 17000                   |
|        | Cash receipt printer                                                                                                      | 8000                    |
|        | Flatbed scanner                                                                                                           | 5000                    |
|        | Mid-size ADF + Flatbed Scanner                                                                                            | 59000                   |
|        | Web Camera                                                                                                                | 700                     |
|        | Laptop                                                                                                                    | 37500                   |
|        | DGM's Laptop                                                                                                              | 75,000                  |
|        | CCPC Cluster Setup CTS/Webcts (4 application server 2 database server,SAN,Switch, Tapedrive,Rack,KVM, Scanner & Storage ) | 38,00,000               |
|        | CCPC Cluster Setup- CBS (2rack servers, storage, TFT etc )                                                                | 7,00,000                |
|        | Image server- TFCPC (3)                                                                                                   | 6,00,000                |
|        | Report Server setup at LHO                                                                                                | 11,00,000               |
|        | ADS Server Setup at LHO                                                                                                   | 5,00,000                |
|        | Unix servers at MIS LHO/Admin Offices                                                                                     | 45,000                  |



## ANNEXURE – D

### Cluster wise requirement for AMC services

| S.No | Cluster/AO/RBO | RBO Locations                                                   | Total Brs. |
|------|----------------|-----------------------------------------------------------------|------------|
| 1    | Chandigarh (6) | Chandigarh-4<br>Pathankot<br>Hoshiarpur                         | 255        |
| 2    | Patiala (5)    | Patiala-5                                                       | 240        |
| 3    | Rohtak (4)     | Rohtak<br>Sirsa<br>Hissar<br>Rewari                             | 203        |
| 4    | Panchkula (5)  | Panchkula-2<br>Kurukshetra-2 Panipat                            | 241        |
| 5    | Jammu (5)      | Jammu-4<br>Srinagar                                             | 193        |
| 6    | Shimla (7)     | Shimla-2<br>Mandi<br>Kangra<br>Solan<br>Hamirpur<br>Dharamshala | 333        |
| 7    | Bhatinda (5)   | Bhatinda-4<br>Ferozepur                                         | 229        |
| 8    | Ludhiana (6)   | Ludhiana-2<br>Jalandhar-2<br>Amritsar-2                         | 291        |
| 9    | LHO            | Chandigarh                                                      | 2          |

## ANNEXURE - E

### STATE BANK OF INDIA AGREEMENT FOR MAINTENANCE OF COMPUTERS, PERIPHERALS, PRINTERS & OTHER ELECTRONIC EQUIPMENT

This agreement made on this \_\_\_ day of \_\_\_\_, 2019 between **STATE BANK OF INDIA** incorporated under the State Bank of India Act, 1955 & having its Local Office at Chandigarh (hereinafter called SBI) Which expression shall include its successors and assignees through Shri....., Chief Manager (GB) and **M/S** ..... having its registered office at ..... through its authorized signatory (hereafter called the COMPANY) which expression shall include its successors and assignees.

WHEREAS the Company has agreed to provide & SBI has agreed to accept from the Company repair & maintenance service for the Computer/Electronic equipment (hereinafter called "The Equipment") at fully computerized branches/offices (hereinafter referred to as Site which may mean any one or more or all of them) of cluster (Details of equipment listed in annexure-5.1.1 of tender documents) as amended from time to time, subject to SBI paying charges to the Company on the following terms and conditions.

#### IN CONSIDERATION OF THE PROMISES IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

##### 1. COMMENCEMENT AND TERMS:

- 1.1 This Agreement is effective from .....2019 and shall be valid for one year. Either party may have the option to renew this agreement on mutually agreed terms or conditions, such renewal shall be valid if it has been agreed by both the parties in writing. However, renewal will not take place if notice in writing or intention not to renew this agreement is given by SBI to The Company at least one calendar month in advance at the address of the latter mentioned above by registered post. At the time of renewal of the Agreement, rates, terms and conditions shall be subject to review by vendor and if required, may be modified based on mutual consent.
- 1.2 Upon termination or after expiry of this agreement, each party shall forthwith return to the other all papers, material & other properties of other held by each other for purpose of this agreement. In addition, each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible & intangible as may be necessary for the orderly, non- disrupted continuation business of each party.
- 1.3 Individual items of the equipment's and repair and maintenance service charge for such equipment may be added to or withdrawn from annexure 5.1.1 of tender documents by mutual written consent of both parties provided always that such consent is not unreasonably withheld.

##### 2. CHARGES:

- 2.1 The charges payable by SBI to the company for the repair & maintenance services of the equipment described in annexure 5.1.1 of tender documents & unless provided for elsewhere herein, no additional charges shall be claimed by the company.
- 2.2 The company shall submit to SBI, the invoices for the payments due in accordance with this agreement. The AMC amount payable annually has been determined for the cluster, as indicated below, based on broad category of hardware items irrespective of the actual configurations at each FCB/office in the cluster. Although most of such categories in the configuration are listed in annexure 5.1.1 of tender documents for the purpose, more categories may be added, if required necessary.

| Sl. No | Cluster | Hardware Value (Rs.) as per RFP | Discovered Rates (%)age | Amount Payable Annually (Rs.) |
|--------|---------|---------------------------------|-------------------------|-------------------------------|
| 1      |         |                                 |                         |                               |

AMC fee @ ..... of the value of hardware items under **SBI** ..... cluster will be paid to the vendor in four equal quarterly installments, subject to penalty clause of this Agreement.

### 3. CONDITIONS GOVERNING REPAIR AND MAINTENANCE SERVICES.

During the term of this agreement, the company shall agree to maintain the equipment in good working order & for this purpose shall provide following repair & maintenance services.

- 3.1 Preventive maintenance: The company shall conduct preventive maintenance (including but not limited) to inspection, testing, satisfactory execution of all appliances, replacement of unserviceable parts & necessary repairing of the equipment within the first fifteen days of the commencement of this agreement & once in every subsequent Quarter thereafter. Notwithstanding the foregoing, the company recognize SBI' s operational needs & agrees that SBI shall have the right to require the company to adjourn preventive maintenance from any scheduled time to a date & time, not later than fifteen working days thereafter. For the purpose of preventive maintenance & other maintenance services, the company shall arrange for services of qualified engineers at the cluster/identified center (one exclusive engineer for every 12 branches/offices or part thereof) for ensuring satisfactory functioning of the equipment as stipulated in para 3.2 to 3.4 of the agreement. The engineer will be qualified, experienced and dedicated for SBI use only and shall report to and operate from a designated SBI branch/office only. The vendor will have the right to change the service engineer(s) deputed in a cluster but any change will be intimated to the Bank well in time and must have the approval of the Bank. AMC service will be provided by the vendor's own engineers and not through dealers/distributors etc.

During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation, setting up of LAN, NetWare fine tuning and helping the users in installation and stabilization of the application of software. As most of the activities are carried out during holidays / Saturdays/Sundays, it is necessary for the engineers/technical support personals from the vendor's side to work (along with the technical staff, operating staff, from the Bank side) on these days as well as even though these may be holidays as per the service conditions. All the resident engineers should be accessible through telephone/pagers/cellular phone to facilitate prompt communication: non-availability of

the engineer on any specific day should be conveyed in advance to the branch(es) and alternative arrangement worked out.

- 3.2 The company shall correct all faults & failures, due to any reasons, in the equipment & shall repair & replace worn or defective parts of the equipment immediately. In cases where unserviceable parts of the equipment need replacement the company shall replace all such parts at no extra cost to SBI with brand new parts or those equivalent to new parts in performance. The company in effecting any such replacement shall not remove the equipment or any part thereof until the company is ready to move in substitute equipment or part or parts to replace it. If the replaced part or parts not one identical in all respects to the part replaced, The Company shall inform SBI in writing at the time of such replacement. SBI in such cases have the right to request the Company shall to replace the parts with the original compatible part only & the company shall comply with such request forthwith.
- 3.3 The company shall ensure those faults & failures intimated by SBI as above are diagnosed & repaired within 2 hours plus journey time. If the repair work is expected to be prolonged beyond 2 hours plus journey period of downtime, the company shall replace the defective equipment with standby equipment immediately & restore operations.
- 3.4 Third Party Maintenance: The Vendor should not provide AMC Services through Franchisees/sister concerns/Third party vendors. However, as a special case, for service in case of Printers, subcontracting is permitted. The contracting vendor will be responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same.
- 3.5 Extension of AMC: The AMC for the cluster will be valid for a period of 12 months subject to extension thereafter on the same rates and terms & conditions at the discretion of the Bank provided the service support at all the branches/offices falling under the cluster is found to be satisfactory.
- 3.6 Payments
- 3.6.1 Payment shall be made in Indian Rupees.
- 3.6.2 The AMC charges will be calculated based on the list of hardware submitted by the respective offices/branches at the end of each quarter. The AMC charges will be payable in four quarterly installments, at the end of each quarter within 10 days of submission of all the required documents. Payment will be made by the respective Administrative Office/RBO or ITS Deptt. for LHO, after deducting penalty if any. At the time of submission of the bills, the following certificates from each branch must be submitted.
- a Satisfactory service report
  - b Confirmation of preventive maintenance /visit certificate
  - c Penalty/No Penalty admissible.
- The impact of any increase / decrease in taxes, duties or any other statutory levies shall be borne by the AMC Vendor on both sides of the change.
- 3.6.3 The hardware/peripheral items not covered under warranty will be covered automatically under AMC during the currency of the contract. Bank will not make any extra payment towards maintenance/repair whatsoever except payment of charges incurred on printer ribbon etc.

### 3.7 Downtime Penalties:

- 3.7.1 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 2 hours plus journey time, if any. If the repair work is expected to prolong beyond 2 hours plus journey period to down time, the vendor shall replace the defective equipment with stand-by equipment immediately and restore operations.
- 3.7.2 A minimum uptime of 99% for items viz. servers, line/pass books printer and 95% in respect of nodes etc. will have to be ensured always. The total downtime at a branch will be calculated as the period an item was not working.
- 3.7.3 The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for calculating the total downtime. The call will be treated as closed after final resolution of the problem and confirmation thereof by the Branch.
- 3.7.4 Down time (beyond the levels) defined because of delayed sourcing of spares and/or lapses will attract penalties.
- 3.7.5 The undernoted penalties are prescribed for various non- performance/deviation (beyond 2 hours plus journey time).

- **Downtime of Cluster Server**

| Sr. No. | Period for delay                          | Amount in Rupees |
|---------|-------------------------------------------|------------------|
| 1       | Up to 2 Hours                             | NIL              |
| 2       | Up to 4 Hours                             | 3000             |
| 3       | Up to 8 Hours                             | 6000             |
| 4       | Thereafter penalty up to 3 days (per day) | 10000            |
| 5       | Penalty beyond 3 days (per day)           | 20000            |

- **Downtime of File Server and/or IOI Printer**

| Sr. No. | Period for delay                          | Amount in Rupees |
|---------|-------------------------------------------|------------------|
| 1       | Up to 2 Hours                             | NIL              |
| 2       | Up to 4 Hours                             | 1500             |
| 3       | Up to 8 Hours                             | 3000             |
| 4       | Thereafter penalty up to 3 days (per day) | 5000             |
| 5       | Penalty beyond 3 days (per day)           | 7000             |

- **Downtime of Other Hardware/Peripherals/upgradation of software etc.**

| Sr. No. | Period for delay | Amount in Rupees |
|---------|------------------|------------------|
| 1       | Up to 2 Hours    | NIL              |
| 2       | Up to 4 Hours    | 500              |

|   |                                           |      |
|---|-------------------------------------------|------|
| 3 | Up to 8 Hours                             | 1000 |
| 4 | Thereafter penalty up to 3 days (per day) | 1000 |
| 5 | Penalty beyond 3 days (per day)           | 3000 |

• **For any other deviations of terms & conditions not included above :**

- a) Rs. 5,000/- per instance
- b) Rs. 15,000/- if the same instance is repeated

3.7.6 However, the down time is due to Force Majeure as per clause 4.5 and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.

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

3.7.8 The normal journey time is maximum 1 hour in plane areas and 2 hours in hilly terrain will be allowed.

3.7.9 The penalty will be recovered at Administrative Office level based on the recommendations of Branch Manager.

3.7.10 Any decision regarding remission of penalty will be taken by respective AO/RBO/LHO

3.7.11 If the delay in repair/maintenance/upgradation is more than 4 hours plus journey time and the same is attributable to the vendor/his representative, the Bank may hire the services of third party to ensure continuity of Business. Charges/expenditure so incurred will be recovered from the AMC vendor. Proportionate applicable AMC charges will also not be paid. However, Bank will intimate to the vendor of its intentions of hiring third party. Any excess cost that will be incurred due to Risk Purchase shall be recovered from the Vendor.

There will be no cap on the overall maximum penalty that can be imposed on Vendor under this Agreement

#### 4. Cancellation of Contract

In the event of material breach of the agreement, the Bank reserves the right to cancel the contract and allocate the same to another vendor on the same terms and conditions. Vendor shall have the right to terminate this Agreement at any time, after giving 90 days' notice, (i) in the event that the Customer commits a material breach of the Agreement and fails to cure such default to vendor's reasonable satisfaction within sixty (60) days; or (ii) if the Customer becomes the subject of winding up, liquidation, administration, insolvency, receivership or similar insolvency event.

#### 5. Spares of Essential Kits or Parts:

The vendor in each cluster shall keep sufficient quantities of spares of essential kits or parts of the equipment. The stock of spares will be maintained at Bank location suitably agreed between Bank & Vendor. The spares must be original and as per the standard hardware configuration as approved by the Bank. At the minimum, the under noted quantities will be maintained. A certificate in this regard is to be submitted to



the respective AO by 1<sup>st</sup> of every month after physical verification by AO/RBO IT team.

**(The List is indicative vendor may maintain more stocks of items/inventory to ensure continuity of operations at all the locations as per actual inventory of Hardware)**

| Hardware Spares requirement |                                                       | Quantity                               |
|-----------------------------|-------------------------------------------------------|----------------------------------------|
| Sr.                         | Part Description                                      |                                        |
| 1                           | KEYBOARD                                              | 15 for each RBO                        |
| 2                           | MOUSE                                                 | 15 each RBO                            |
| 3                           | SMPS DESKTOP                                          | 1 for every 10 branches                |
| 4                           | SMPS SERVER                                           | 2 per RBO                              |
| 5                           | MOTHERBOARD DESKTOP Dual Core                         | 3 per RBO                              |
| 6                           | MOTHERBOARD DESKTOP i3                                | 4 per RBO                              |
| 7                           | MOTHERBOARD DESKTOP AMD A8                            | 5 per RBO                              |
| 8                           | MOTHERBOARD SERVER                                    | 1 per RBO                              |
| 9                           | HARDDISK DESKTOP (Min 500 GB)                         | 2 for every 10 Branches                |
| 10                          | HARDDISK SERVER (SAS)                                 | 2 per RBO                              |
| 11                          | RAM DESKTOP (DDR-II -2GB, DDR-III-4GB & DDR-IV- 4 GB) | 1 each (2+2+2) per RBO                 |
| 12                          | RAM SERVER                                            | 1 per RBO                              |
| 13                          | TFT/LCD                                               | 1 for every 10 Branches                |
| 14                          | Lan Card PCI and PCI Express                          | 2 for every 10 Branches                |
| 15                          | USB Card /Input Output card                           | 2 per RBO                              |
| 16                          | <b>LASER PRINTER Complete- MFP</b>                    | 1 per RBO                              |
| 17                          | LOGIC CARD LBP 2900/ HP 400 /CANON 4750               | 1 of each Model (1+1+1) for every RBO  |
| 18                          | POWER SUPPLY Laser Printer above models               | 1 of each Model (1+1+1) for every RBO  |
| 19                          | TEFLON LBP 2900/ HP 400 /CANON 4750                   | 5 of each Model (5+5+5) for every RBO  |
| 20                          | FUSSER ASSEMBLY LBP 2900/ HP 400/ CANON 4750          | 1 of each Model (1+1+1) for every RBO  |
| 21                          | PRESSURE ROLLER LBP 2900/ HP 400 /CANON 4750          | 5 of each Model (5+5+5) for every RBO  |
| 22                          | PAPER PICKUP RUBBER LBP 2900/ HP 400 /CANON 4750      | 5 per RBO                              |
| 23                          | <b>PASSBOOK PRINTER Complete</b>                      | 1 per RBO                              |
| 24                          | HEAD EPSON PLQ 20 / Olivetti PR2+                     | 1 of each Model (1+1) for every RBO    |
| 25                          | HEAD CABLES PLQ 20 / Olivetti PR2+                    | 1 of each Model (1+1) for every RBO    |
| 26                          | LOGIC CARD PLQ 20 / Olivetti PR2+                     | 1 of each Model (1+1) for every RBO    |
| 27                          | POWER SUPPLY CARD for passbook printer                | 1 of each Model (1+1) for every RBO    |
| 28                          | Mylar STRIP PLQ 20/ OLIVETTI PR2+                     | 10 of each Model (10+10) for every RBO |
| 29                          | Head Wheel                                            | 5 for every RBO                        |
| 30                          | SENSOR FACE PLATE (upper & Lower)                     | 5+5 for every RBO                      |
| 31                          | Draft Printer IOI Complete                            | 1 per RBO                              |
| 32                          | Head EPSON 300+                                       | 1 per RBO                              |
| 33                          | Logic Card EPSON 300+                                 | 1 per RBO                              |
| 34                          | SMPS EPSON 300+                                       | 1 per RBO                              |
| 35                          | RD Assembly PLQ 20                                    | 1 for every 20 branches                |
| 36                          | IOI RD Assembly EPSON 300+                            | 1 for every 20 branches                |
| 37                          | IOI ROD Bush                                          | 1 for every 20 branches                |



|    |                           |            |
|----|---------------------------|------------|
| 38 | CMOS Battery for desktops | 20 per RBO |
| 39 | CKYC Scanners             | 2 per AO   |

The Bank will have the right to verify the stock position of the vendor from time to time. Violations in maintaining the sufficient spares in each cluster will be treated as a serious lapse on the part of the vendor. Any shortage detected at the time of such a surprise check by the Bank will earn a penalty of 1% of the AMC valuable for the relative quarter, at the discretion of the Bank. This is independent of any other penalty i.e. independent from clause 4.8.

## 6. Preventive Maintenance

The vendor will carry out preventive maintenance once within first fifteen days of commencement of the AMC agreement and once every subsequent quarter thereafter. If vendor fails to carry out preventive maintenance during a quarter, penalty at the rate of 5% of the AMC value of the RBO/Branches for the quarter, will be levied.

## 7. Future additions of Hardware / Software

7.1 SBI would have the right to:-

- a) Shift the supplied system to an alternate site of its choice
- b) Disconnect/connect/substitute peripherals such as printer, 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.
- d) Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.

7.2 The warranty terms would not be considered as violated if any of the (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.

## 8. Force Majeure

8.1 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.

8.2 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.

8.3 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.

## 9. Termination for Insolvency

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

## **10. Disputes**

- 10.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any dispute or disagreement arising between them under or in connection with AMC.
- 10.2 If the Bank and the Vendor have been unable to resolve amicably any dispute arising between them under or in connection with AMC even after reasonably long period then all disputes and differences of any kind arising out of or in connection with the AMC order shall be referred to arbitration. Both the parties may appoint the arbitrator and both arbitrators together shall appoint a third arbitrator who shall preside over the arbitration. The decision of the arbitrator(s) shall be final. Such arbitration shall be governed by the provisions of Arbitration and Conciliation Act, 1996
- 10.3 The place/venue for Arbitration shall be the place at the centre of location of respective Admin Office/Cluster of SBI.
- 10.4 The language of Arbitration shall be English
- 10.5 Each party shall bear the expenses incurred by it in appointing arbitrator. However, the cost of third arbitrator shall be borne equally by both the parties.

## **11. Other Compliances**

All AMC vendors servicing the Bank should comply with the Bank's IS Security policies in key concern areas relevant to the activity, the broad areas are :

- i) Responsibilities for data and application privacy and confidentiality.
- ii) Responsibilities on system and software access controls and administration.
- iii) Custodial responsibilities for data, software, hardware and other assets of Bank being managed by or assigned to vendor.
- iv) Physical security of the facilities.
- v) Physical & logical separation from other customers of the vendor.
- vi) Incident response and reporting procedures.

## **12. SUB-CONTRACTING:**

The COMPANY is/are not permitted to provide AMC Services through Franchisees/sister concerns/Third party vendors. However, as a special case, for service in case of Printers, subcontracting is permitted. The contracting vendor will be responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same.

## **13. CONFIDENTIALITY**

THE COMPANY acknowledges that all materials & information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof consists of Confidential & proprietary data whose disclosure to or used by third parties will be damaging or cause loss to SBI. The company agrees to hold such materials & information's in strictest confidence, not to make use thereof other than for the performance of this agreement to release It only to employees requiring such information & not to release or disclose it to any other party. The company agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use & non-disclosure of confidential information under this agreement can be fully satisfied.

#### **14. LIMITATION OF LIABILITY**

Notwithstanding anything contained herein, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, speculative, exemplary, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business), irrespective of whether it had an advance notice of the possibility of any such damages under this Agreement and the aggregate liability of the vendor, under this Agreement, shall not exceed the total fees received by the vendor under this Agreement.

#### **15. GENERAL**

- 15.1 Marginal notes & heading are for guidance only & are not intended to be read or construed as part of this agreement.
- 15.2 No amendment to this agreement shall be effective unless it is in writing & signed by duly authorized representatives of both parties.
- 15.3 Each party warrants & guarantees that it has fully power & authority to enter into & perform this agreement & the person signing this agreement on behalf of each has been properly authorized & empowered to enter into agreement. Each party further acknowledges that it has read this agreement and understands it & agrees to be bound by it.
- 15.4 Words importing the singular include the plural & vice versa.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE-MENTIONED DATE.**

Seal of the COMPANY  
The presence of Mr.

SBI by its representatives

## **ANNEXURE- F**

[illegible]