



**REQUEST FOR EXPRESSION OF INTEREST (EOI)  
FOR EMPANELMENT OF VENDORS FOR  
SUPPLY AND INSTALLATION OF  
ENTRY LEVEL SERVERS, DESKTOPS, LAPTOPS,  
PRINTERS AND SCANNERS**

**Ref: SBI/GITC/PARTNER RELATIONSHIPS/2019/2020/39 DATED:29/01/2020**

**IT-Partner Relationships Deptt,  
State Bank of India,  
Global IT Centre,  
Navi Mumbai, 400 614  
Maharashtra, India**



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## 1. Invitation to Bid:

- i. **State Bank of India** (herein after referred to as '**SBI/ the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/ other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for EOI has been issued by **the Bank** on behalf of **SBG and the Bank sponsored Regional Rural Banks (RRBs)** for "Empanelment of vendors for supply and installation of Entry level servers, Desktops, Laptops, Printers and Scanners".
- ii. For the purpose of RRBs as mentioned in **Annexure D**, the reference of SBI/the Bank/SBG made in this document shall be construed as reference to respective RRB and Agreements will have to be executed separately between the successful Applicant(s) and respective RRB. The successful applicant is required to complete all the formalities with each RRB separately which are required to be performed for SBI including submission of separate PBGs to each RRB.
- iii. In order to meet the IT hardware requirement, the Bank proposes to invite EOI from eligible vendors to undertake supply, installation and Services of IT hardware as per details/scope of work mentioned in **Annexure E** of this document. The empanelment will be done under following categories as below:  
**Category A:** Entry level Servers, Desktops and Laptops  
**Category B:** Printers and Scanners  
  
The applicants have to specify the category under which they would like to be empaneled in their EOI document. Applicant(s) can also apply for empanelment under both the categories.
- iv. Applicant shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure B** of this document and willing to provide the goods and Services as required in this document. The interested Applicants who agree to all the terms and conditions contained in this document may submit their EOI with the information desired in this document (Request for EOI).
- v. Address for submission of EOIs, contact details including email address for sending communications are given in given in Part II of this document.



- vi. The purpose of SBI behind this Request for EOI is to seek EOIs for supply, installation and Services of the IT hardware/product desired in this document. The proposed product must integrate with Bank's existing infrastructure seamlessly.
- vii. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- viii. Interested Applicants are advised to go through the entire document before submission of EOIs to avoid any chance of elimination. The eligible Applicants desirous of taking up the project for supply of proposed product and services for SBI will be invited to submit their technical and commercial proposal in response to RFPs that may be floated by the Bank time to time as per the Bank's requirements. The criteria and the actual process of evaluation of the responses to this Request for EOI and subsequent selection of the successful Applicant will be entirely at Bank's discretion. This Request of EOI seeks proposal from Applicants who have the necessary experience, capability and expertise to provide SBI the proposed hardware and services adhering to Bank's requirements outlined in this document. The existing empaneled vendors of the Bank through EOI SBI/GITC/PARTNER RELATIONSHIPS/2018/2019/31 dated :21/11/2018 for supply and installation of entry level servers, desktop, printer and scanners need not apply afresh unless they want to change Category and Zones of Empanelment.

## 2. Disclaimer:

- i. The information contained in this document or information provided subsequently to Applicant(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this document.
- ii. This Request for EOI is not an offer by State Bank of India, but an invitation to receive responses from the eligible Applicants. No contractual obligation whatsoever shall arise from the Request for EOI process unless and until a formal contract is signed and executed by duly authorised official(s) of State Bank of India with the selected Applicant.
- iii. The purpose of this document is to provide the Applicant(s) with information to assist preparation of their EOIs. This document does not claim to contain all the information each Applicant may require. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this document and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but



without being under any obligation to do so, update, amend or supplement the information in this document.

- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant upon the statements contained in this document.
- vi. The issue of this document does not imply that the Bank is bound to select an Applicant or to appoint the Selected Applicant or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Applicants or EOIs without assigning any reason whatsoever.
- vii. The Applicant is expected to examine all instructions, forms, terms and specifications in this document. Failure to furnish all information required by this document or to submit an EOI not substantially responsive to this document in all respect will be at the Applicant's risk and may result in rejection of the EOI.

### 3. Definitions:

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

- i. **"Applicant / Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the EOI in response to this document.
- ii. **"EOI"** means the written reply or submission of response to this Request for EOI.
- iii. **"The Contract / Agreement"** 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.
- iv. **"Vendor/Service Provider"** is the successful Applicant found eligible as per eligibility criteria set out in this document, whose EOI has been accepted as per the selection criteria set out in this document and to whom notification of empanelment has been given by the Bank.



- v. **“Rate Order”** means the Order which is issued to the successful bidder, based on the RFP to be floated during the empanelment period, stating the unit rates of the Products applicable for the period mentioned therein.
- vi. **“Purchase Order Value”** means the total price agreed to be paid to Vendor under the respective Purchase Order, which may be issued by the Bank time to time during the Contract period, based on its actual requirements for providing Products and/or Services.
- vii. **“The Equipment/Product”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“The Services”** means those services ancillaries to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customisation, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.
- ix. **“The Project”** means supply and installation of hardware and services with support under Warranty and annual maintenance contract, if required for the contract period.
- x. **“The Project Site”** means locations where supply and services are required to be provided as desired in this document.

#### **4. Scope of Work:**

As given in **Annexure E** of this document.

#### **5. Eligibility Criteria:**

The Request for EOI is open to all Applicants who meet the eligibility criteria as given in **Annexure B** this document. The Applicant has to submit the documents substantiating eligibility criteria as mentioned in this document.

#### **6. Cost of Request for EOI document:**

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



## **7. Clarification and amendments on Request for EOI:**

- i. Applicant requiring any clarification of request for EOI document may notify the Bank in writing strictly as per the format given in **Annexure O** at the address/by e-mail given in Part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorised representatives of the Applicants interested to respond to this document.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Applicants.
- iv. SBI reserves the right to amend, rescind or reissue the Request for EOI, at any time prior to the deadline for submission of EOIs or at any time during the review of empanelment which will be done on yearly basis as defined in Schedule of Events. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Applicant, may modify this document, by amendment which will be made available to the Applicants by way of corrigendum/addendum. The interested parties/Applicants are advised to check the Bank's website regularly till the date of submission of EOI or date of submission of documents for renewal of empanelment specified in the schedule of events and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the EOI/ documents for renewal of empanelment. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Applicants. Bank will not take any responsibility for any such omissions by the Applicant. SBI, at its own discretion, may extend the deadline for submission of EOIs/ documents for renewal of empanelment in order to allow prospective Applicants a reasonable time to prepare the EOI, for taking the amendment into account. Nothing in this document or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Applicants from forming their own opinions and conclusions in respect of the matters addresses in this document or any addenda/ corrigenda or clarifications issued in connection thereto thereof.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this document or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

## **8. Contents of Request for EOI document:**

- i. The Applicant must thoroughly study/analyze and properly understand the contents of this document, its meaning and impact of the information contained therein.



- ii. Failure to furnish all information required in this document or submission of EOI not responsive to this document in any respect will be at the Applicant's risk and responsibility and the same may finally result in rejection of its EOI. SBI has made considerable effort to ensure that accurate information is contained in this document and is supplied solely as guidelines for Applicants.
- iii. Nothing in this document or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Applicants from forming their own opinions and conclusions in respect of the matters contained in this document and its addenda, if any.
- iv. The EOI prepared by the Applicant, as well as all correspondences and documents relating to the EOI exchanged by the Applicant and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the Applicants in response to this document will become the property of SBI and will not be returned. Incomplete information in EOI document may lead to non-consideration of the proposal.

**9. Earnest Money Deposit (EMD):**

- i. The Applicant shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Applicant's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the EOI.
- iv. Any EOI not accompanied by EMD for the specified amount as mentioned elsewhere in this document will be rejected as non-responsive.
- v. The EMD of the unsuccessful Applicant(s) shall be refunded within 2 weeks from the date of EOI finalisation.
- vi. The EMD of successful Applicant(s) will be discharged upon the Applicant signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in Part II of this RFP) which should be strictly on the lines of format placed at **Annexure J**.
- vii. No interest is payable on EMD.



viii. The EMD may be forfeited: -

- a) if an Applicant withdraws his EOI during the period of EOI validity specified in this document; or
- b) if an Applicant makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) if the successful Applicant fails to sign the contract or furnish Bank Guarantee, within the specified time period in this document.

ix. If EMD is forfeited for any reasons mentioned above, the Applicant concerned may be debarred from participating in the EOIs/RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

#### 10. EOI Preparation and submission:

i. The EOI is to be submitted in a sealed envelope marked as “EOI for empanelment of vendors for supply and installation of desktops, laptops, printers and scanners in response to the Request for EOI No. SBI/GITC/PARTNER RELATIONSHIPS/2019/2020/39 dated:29/01/2020”. This envelope should contain following documents and properly sealed:

- a) Index of all the documents, letters, EOI form etc. submitted in response to this document along with page numbers.
- b) EOI covering letter/EOI form on the lines of **Annexure A** on Applicant’s letter head.
- c) Proof of remittance of EMD and Tender Fee as specified in this document.
- d) A letter on Applicant’s letterhead: -
  - (i) The Category(s) and zone(s) for which the vendor is interested to be empaneled.
  - (ii) Mentioning details of EMD submitted, technical competence and experience of the Applicant.
- e) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure B**.
- f) Applicant’s details as per **Annexure C** on Applicant’s letter head.
- g) Manufacturer’s Authorisation Form as per **Annexure H**, if Applicant is not an OEM.
- h) A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorised to sign the EOI document.

ii. Applicants may please note:



- a) The Applicant should apply for the EOI on a single responsibility basis for hardware / software / services required by the Bank.
- b) A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of EOI. Voluminous documents should be submitted only on CDs.
- c) While submitting the EOI, literature on the hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
- d) Care should be taken that the EOI shall not contain any price information. Such EOI, if received, will be rejected.
- e) The EOI document shall be complete in accordance with various clauses of this document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorised representative of the Applicant and stamped with the official stamp of the Applicant. Board resolution authorising representative to Apply and make commitments on behalf of the Applicant is to be attached.
- f) If deemed necessary, the Bank may seek clarifications on any aspect from the Applicant. However, that would not entitle the Applicant to change or cause any change in the substances of the EOI already submitted.
- g) The Applicant may also be asked to give presentation for the purpose of clarification of the EOI.
- h) The Applicant must provide specific and factual replies to the points raised in this document.
- i) The EOI shall be typed / printed or written in indelible ink and shall be signed by the Applicant or a person or persons duly authorised to bind the Applicant to the Contract.
- j) All the enclosures (EOI submission) shall be serially numbered with rubber stamp of the participating Applicant's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- k) Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialed by the person signing the EOIs.
- l) The EOI document shall be spirally bound.
- m) The Bank reserves the right to reject EOIs not conforming to above.



- n) The envelope shall be addressed to the Bank and deliver at the address given in Part-II of this document and should have name and address of the Applicant on the cover.
- o) If the envelope is not sealed and marked, the Bank will assume no responsibility for the EOI's misplacement or its premature opening.

#### **11. Deadline for Submission of EOIs:**

- i. EOIs must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events and other terms".
- ii. In the event of the specified date for submission of EOIs being declared a holiday for the Bank, the EOIs will be received up to the appointed time on the next working day.
- iii. In case the Bank extends the scheduled date of submission of EOI document, the EOIs shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Applicants will remain the same.
- iv. Any EOI received after the deadline for submission of EOIs prescribed, will be rejected and returned unopened to the Applicant.

#### **12. Modification and Withdrawal of EOIs:**

- i. The Applicant may modify or withdraw its EOI after the EOI's submission, provided that written notice of the modification, including substitution or withdrawal of the EOIs, is received by the Bank, prior to the deadline prescribed for submission of EOIs. Withdrawn EOIs, if any, will be returned unopened to the Applicants.
- ii. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of EOIs.
- iii. No modification in the EOI shall be allowed, after the deadline for submission of EOIs.
- iv. No EOI shall be withdrawn in the interval between the deadline for submission of EOIs and the expiration of the period of EOI validity specified by the Applicant on the EOI Form. Withdrawal of an EOI during this interval may result in the forfeiture of EMD submitted by the Applicant.



### **13. Period of Validity of EOIs:**

- i. EOIs shall remain valid for 180 days from the date of notification of empanelment by the Bank. An EOI valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- ii. In exceptional circumstances, the Bank may solicit the Applicants' consent to an extension of the period of validity of EOI. The request and the responses thereto shall be made in writing. The Applicant is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of EOIs will not entitle the Applicant to revise/modify the EOI document.
- iii. The Bank reserves the right to call for fresh EOIs at any time during the EOI validity period, if considered, necessary.

### **14. Integrity:**

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

### **15. Opening of EOIs:**

- i. All the EOIs received up to the specified time and date will be opened for evaluation on the time and date mentioned in the schedule of events available in Part II of this document. The EOIs will be opened in the presence of representatives of the Applicants who choose to attend the same. However, EOIs may be opened even in the absence of representatives of one or more of the Applicants.
- ii. The Bank will examine the EOIs to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the EOIs are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in an EOI which does not constitute a material deviation.
- iii. Prior to the detailed evaluation, the Bank will determine the responsiveness of each EOI to this document. For purposes of these Clauses, a responsive EOI is one, which conforms to all the terms and conditions of this document in toto, without any deviation.



- iv. The Bank's determination of an EOI's responsiveness will be based on the contents of the EOI itself, without recourse to extrinsic evidence.
- v. If an EOI is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Applicant by correction of the non-conformity.
- vi. EOIs of such Applicants satisfying eligibility criteria and agree to comply with all the terms and conditions specified in this document, shall become eligible for empanelment.

**16. Intentionally left blank.**

**17. Intentionally left blank.**

**18. Contacting the Bank:**

- i. No Applicant shall contact the Bank on any matter relating to its Application, from the time of opening of EOI to the time, the Contract is awarded.
- ii. Any effort by an Applicant to influence the Bank in its decisions on EOI evaluation may result in the rejection of the Applicant's EOI.

**19. Award Criteria:**

- i. Bank will notify successful Applicant in writing by letter or fax/email that its EOI has been accepted. The Selected Applicant has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorised Signatory in token of acceptance.
- ii. The successful Applicant will have to submit Non-Disclosure Agreement (wherever applicable), Bank Guarantee for the amount and validity as desired in Part II and strictly on the lines of format given at **Annexure J** of this document together.
- iii. A copy of board resolution along with a copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorised to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Applicant shall be required to enter into a Contract/ SLA with the Bank, within 30 days of award of the Empanelment or within such extended period as may be decided by the Bank.



- vi. The successful Applicant shall be required to enter into a Contract/ SLA with the Bank, within 30 days of award of the Empanelment or within such extended period as may be decided by the Bank.
- vii. The successful Applicant shall be required to enter into a Contract/ SLA with the Bank, within 30 days of award of the Empanelment or within such extended period as may be decided by the Bank.
- viii. Until the execution of a formal contract, the EOI document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Applicant.
- ix. The contract/ agreement will be based on Applicant's EOI document with all its enclosures, modifications arising out of clarifications etc and will include SLA, copies of all necessary documents, licenses, certifications etc
- x. The Bank reserves the right to stipulate, at the time of finalisation of the contract, any other document(s) to be enclosed as a part of the final contract.
- xi. Failure of the successful Applicant to comply with the requirements/terms and conditions of this document shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- xii. Upon notification of award to the successful Applicant(s), the Bank will promptly notify the award of contract to the successful Applicant(s) on the Bank's website. The EMD of each unsuccessful Applicant(s) will be discharged and returned.

## **20. Waiver of Rights:**

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

## **21. Contract Amendments:**

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



## **22. Bank's Right to Accept Any EOI and to Reject Any or All EOIs:**

The Bank reserves the right to accept or reject any EOI in part or in full or to cancel the EOI process and reject all EOIs at any time prior to contract award, without incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for the Bank's action.

## **23. Bank Guarantee:**

- i. Bank Guarantee [BG] of the amount with validity period specified in Part II of this document strictly on the format at **Annexure J** is to be submitted by the finally selected Applicant(s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their EOI finally selected. The EMD will be released only after receipt of the Bank Guarantee. In case, SBI is the sole Banker for the Applicant, a Letter of Comfort from SBI may be accepted.
- ii. The BG is required to protect the interest of the Bank against any breach of terms and conditions of the Agreement, delay in supply/installation of Product(s) and/or providing services under any Purchase Order(s), which may warrant invoking of BG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the BG.

## **24. Country of Origin / Eligibility of Goods & Services:**

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

## **25. Delivery, Installation, Documentation and Services:**

- i. The Vendor(s) is/are required to provide delivery, installation, documentation and Services as required under this document or subsequent RFP to be issued by the Bank during the empanelment period.



- ii. The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- iii. Delivery and installation of the equipment shall be made by the Vendor within the time schedule in accordance with this document/RFP/Rate Order/Purchase Order.
- iv. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations.
- v. The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. The Vendor has to resolve any problem faced during installation and operationalisation.
- vi. In addition, Vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The Product(s) are considered accepted after delivery and successful installation and signing of installation certificate by the representative of the Bank. The component level checking for individual item may be included during the installation. On the evaluation of the Delivery and Installation Certificate, if required, in view of the performance of the Products/Services (including hardware equipment/ components/ software), as observed during the delivery and installation, the Vendor shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within the time lines specified in Scope of Work from the date of notification of the same to the Vendor. The Vendor should ensure that the Product meets the requirements of the Bank as envisaged in this document and respective RFP.
- vii. The details of the documents to be furnished by the Vendor are specified hereunder: -
  - a) 2 copies of Vendor's Invoice showing PO number, products description,



quantity, unit price and total amount.

- b) Delivery Note or acknowledgement of receipt of products from the Consignee.
- c) 2 copies of packing list identifying contents of each of the package.
- d) Insurance Certificate.
- e) Manufacturer's / Vendor's warranty certificate.

viii. The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses.

ix. Liquidated damages / Penalties as specified in **Annexure L** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).

x. In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the BG. In the event of such cancellation, the Vendor is not entitled to any compensation, whatsoever.

xi. For the System & other Software/firmware required with the hardware ordered for, the following will apply: -

a) The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorised representatives only.

b) The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.

c) In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire I period required by the Bank.

d) The ownership of the software license shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be released.

e) The Vendor shall deliver only those software as required by the Bank and any

other software/firmware package should not be part of the Product supplied to the Bank.

## 26. Intentionally left blank

## 27. Warranty:

- i. The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty as specified in Scope of work in respective RFP to be floated during the empanelment period from the **date of acceptance of the product** by State Bank of India.
- ii. During the warranty period, the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the warranty period, the Bidder shall be responsible for all costs relating to labour, spares and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the warranty period, the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site warranty of the product and its components as per the Bank's requirements. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines.
- iv. Warranty would be on-site and comprehensive in nature and must have back to back support from the OEM. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the Product(s) at his own cost including the cost of transport.

Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

## **28. Compliance with IS Security Policy:**

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Applicant. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration
- iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank.
- ix. In general, confidentiality, integrity and availability must be ensured.

## **29. Penalty/SLA conditions:**

As mentioned in **Annexure L** of this RFP.

## **30. Right to Verification:**

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

## **31. Intentionally left blank:**

## **32. Inspection and Quality Control Tests**

- i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.
- ii. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
  - a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.



- b) The Vendor shall intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier;
  - c) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
  - d) In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
  - e) The inspection and quality control tests may also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the vendor.
- iii. The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this document/Contract.

### **33. Right to Audit:**

- i. The Selected Vendor / Service Provider has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalised by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Vendor are required to submit such certification by such Auditors to the Bank. The Vendor and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and



process created by the Vendor. The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

- ii. Where any deficiency has been observed during audit of the Vendor on the risk parameters finalised by the Bank or in the certification submitted by the Auditors, the Vendor shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Vendor shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the Vendor (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

#### **34. Subcontracting:**

- i. As per scope of this document, subcontracting is prohibited. However, if the Applicant subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also 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. In such a case, the Applicant shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

#### **35. Insurance:**

- i. The successful bidder as finalised after the RFP process to be conducted during the empanelment period shall arrange transit insurance for all the Product(s) to be delivered under respective Purchase Order.



- ii. The insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one month after delivery of products at the defined destination.
- iii. Should any loss or damage occur, the Vendor shall:
  - a) Initiate and pursue claim till settlement and
  - b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

### **36. Validity of Contract:**

- i. The Contract/ SLA will be valid till 31<sup>st</sup> March, 2022 from the effective date of the Contract, unless terminated by the Bank in accordance with the provision of the Contract. The Bank reserves the right to evaluate the empanelled Vendors every year at the time specified in the scope of work based on the eligibility criteria mentioned in **Annexure Band** the empanelment of such vendors who do not meet the eligibility criteria may be terminated by the Bank.
- ii. Purchase Order(s), which may be issued by the Bank time to time, shall be governed by the terms and conditions of the Contract. Notwithstanding expiry of the Contract, all the terms and conditions of the Contract shall also be applicable and in full force for such Purchase Order(s) under which Product(s) and /or Service(s) are required to be delivered beyond the term of the Contract.

### **37. Limitation of liability:**

- i. The maximum aggregate liability of Vendor, subject to clause in respect of any claims, losses, costs or damages arising out of or related to respective Purchase Order shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of BG submitted by Vendor, whichever is greater  
Neither Party shall be responsible or liable to the other Party for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- ii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to infringement of Intellectual Property Right,



- b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Vendor,
- c) damage(s) occasioned by Vendor for breach of Confidentiality Obligations,
- d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Vendor.

### **38. Confidentiality:**

- i. Applicant acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Applicant by the Bank in connection with the performance of obligations of Applicant under the Contract, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded and Applicant will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Applicant of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Applicant from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

### **39. Delay in the Vendor’s Performance:**

- i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in the RFP to be floated amongst empanelled Vendors as defined in Scope of Work..
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of the Vendor’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors’



time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

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

#### **40. Vendor's obligations:**

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iv. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- vi. Vendor shall provide necessary training to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- vii. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure N** of this document.

#### **41. Technical Documentation:**

- i. The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. The Vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- iii. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customised documentation as per Bank's requirement, if desired by the Bank.

#### **42. Patent Rights/Intellectual Property Rights:**

- i. For any licensed hardware/software/firmware used by the empanelled Vendor in the Product delivered/for performing services, the Vendor shall have the right as well as the right to license for its end use by the Bank. The Vendor shall, if applicable, furnish a photocopy of the agreement with their Principals/OEM in respect of Product and Services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrets or industrial design, the Vendor shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights



to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

#### **43. Liquidated Damages:**

If the Vendor fails to deliver the Product(s) and perform any or all the Services within the stipulated time, schedule as specified in this document, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Purchase Order Value, as liquidated damages as defined in Part II, **Annexure L** of this document. Once the maximum deduction is reached, the Bank may consider termination of the respective PO.

#### **44. Conflict of Interest:**

- i. Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the EOI process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the EMD and/or Bank Guarantee, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Applicant's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under this document or otherwise.
- ii. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the EOI process, if:
  - a) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate,



has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Applicant is also a constituent of another Applicant; or
- c) such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- d) such Applicant has the same legal representative for purposes of its EOI as any other Applicant; or
- e) such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the EOI of either or each other; or
- f) Such Applicant or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of this document/RFP to be floated during the empanelment period.

iii. For the purposes of this EOI, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law

or by contract.

#### 45. Fraud & Corrupt Practices:

- i. The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the EOI Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject EOI without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the EOI Process.
- ii. Applicants are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in EOI/RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Applicant needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a EOI/RFP process or to secure a contract or in execution of the contract;
  - (c) “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (d) “**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without



the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

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

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

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

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

(b) **Debarment from participation including removal from empaneled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank’s procurements including removal from



empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 45(i) hereinabove, if a Applicant is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Applicant shall not be eligible to participate in any EO/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Applicant withdraws from the procurement process or after being declared as successful Applicant: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the Request for EO documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

**(c) Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of



Government of India for a period not exceeding three years commencing from the date of debarment.

#### **46. Termination for Default:**

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days sent to the Vendor, terminate the Agreement or respective Purchase Order in whole or in part:
  - a) if the Vendor fails to deliver any or all the obligations within the time period specified in the Agreement or respective Purchase order, or any extension thereof granted by the Bank;
  - b) if the Vendor fails to perform any other obligation(s) under the Agreement or respective Purchase Order;
  - c) violations of any terms and conditions stipulated in this document / RFP to be floated during the empanelment period;
  - d) on happening of any termination event mentioned herein above in this document.

Prior to providing a written notice of termination to Vendor under clause 'a' to 'c', the Bank shall provide Vendor with a written notice of 30 (thirty) days to cure any breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

Notwithstanding anything contrary contained in this document/Agreement, the Bank may cancel respective Purchase Order immediately by giving written notice to Vendor, if Vendor fails to meet the delivery schedule/timelines as defined in scope of work.

- ii. In the event the Bank terminates the Contract or respective Purchase Order in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and/or Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract or respective Purchase Order to the extent not terminated. Unless stated otherwise in the termination notice, the obligation of Vendor to provide Warranty services as specified in the Purchase Order(s) with respect to the Product(s) already delivered under respective Purchase Order shall continue to remain in full force.



- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this document / respective RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.
- vi. In the event of termination of Agreement/respective Purchase Order or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Products / Services contracted with another vendor or through its own resources. In such case, the Bank shall give prior notice to the existing Vendor. The existing Vendor shall continue to provide services as per the terms of contract until a 'New Vendor'/Bank's resources completely takes over the work. During the transition phase, the existing Vendor shall render all reasonable assistance to the new Vendor /Bank's resources within such period prescribed by the Bank, at the Purchase Order Value, for ensuring smooth switch over and continuity of services. However, if the reason for termination of Contract/ respective Purchase Order is due to reasons not solely and directly attributable to the Bank, the transition is to be done at no extra cost to the Bank. If existing Vendor is in breach of this obligation, they shall be liable for paying a penalty as provided in Part-II, (**Annexure L**) on demand to the Bank, which may be settled from the payment of invoices or by invocation of BG and / or Performance Bank Guarantee of respective PO.

#### **47. Force Majeure:**

- i. Notwithstanding the provisions of terms and conditions contained in this document, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not



include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Vendor shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

#### **48. Termination for Insolvency:**

The Bank may, at any time, terminate the Contract, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to 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.

#### **49. Termination for Convenience:**

The Bank, by written notice of not less than 90 (ninety) days 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.

#### **50. Disputes/Arbitration [applicable in case of successful Applicant only]:**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party



clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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

**51. Governing Language:**

The governing language shall be English.

**52. Applicable Law:**

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

**53. Taxes and Duties [Applicable for empaneled vendors only]:**

- i. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the price quoted during RFP process to be conducted by the Bank during the empanelment period.
- ii. Prices quoted during RFP process should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes, income tax and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST, etc. should be specified in the separate sheet.
- iii. Custom duty as also cost of incidental services such as transportation, road



permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the indicative price bid will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in indicative price bid are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in indicative price bid.

- iv. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- v. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this Request for EOI process shall be borne by the Vendor.
- vi. Prices payable to the Vendor as stated in the respective RFP/ Rate Order shall be firm and not subject to adjustment during performance under respective Rate Order / Purchase Order, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.

#### **54. Tax deduction at Source:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this Contract.
- ii. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.



**55. Right to use defective Product:**

If after delivery, acceptance and installation and within the warranty period, the operation or use of the Product(s) is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

**56. Tender Fee:**

The same should be directly credited by the Applicants to the designated account as mentioned in Part II. The proof of remittance of Tender Fee should be enclosed with Request for EOI document. The EOI without proof of remittance of tender fee will not be considered valid.

**57. Notices:**

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



**Part-II**

**Schedule of Events and other terms**

<b>SI No</b>	<b>Particulars</b>	<b>Remarks</b>
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this Request for EOI)	Shri Nikhil Ganpat Padekar, Chief Manager, IT-Partner Relationships Deptt, Contact number: 7045987410, E-mail: n.padekar@sbi.co.in
2	Document Availability including changes/amendments, if any to be issued	Request for EOI may be downloaded from Bank's website under procurement news in <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> from 29 <sup>th</sup> January 2020 to 20 <sup>th</sup> February 2020.
3	Last date for requesting clarification	Upto 5:00 PM on 5 <sup>th</sup> February 2020. All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - Bid Meeting at (venue)	From 3:00 PM to 4:00 PM on 6 <sup>th</sup> February, 2020, at GITC, CBD Belapur.
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	On 10 <sup>th</sup> February 2020.
6	Last date and time for submission of EOI	1:00 PM on 20 <sup>th</sup> February, 2020.
7	Address for submission of EOIs	Deputy General Manager, IT-Partner Relationships Deptt, State Bank of India, Global IT Center, First Floor, C-Wing, Sector - 11, CBD Belapur Navi Mumbai, 400 614 Maharashtra, India
8	Date and Time of opening EOIs	3:30 PM on 20 <sup>th</sup> February, 2020. Authorised representatives of vendors may be present during opening of the EOIs. However, EOIs would be opened even in the absence of any or all of the vendor representatives.



9	Tender Fee	<p>Rs.25,000/-</p> <p>Amount should be deposited in</p> <p>A/c No. 10309442505,</p> <p>IFSC - SBIN0006240.</p> <p>Account Name: SBI Collection Account Tender fee will be non-refundable.</p>	
10	Earnest Money Deposit (EMD)	<p><b>Category A:</b> Rs.2 lakh for EOI for empanelment under Category A,</p> <p><b>Category B:</b> Rs.1 lakh for EOI for empanelment under Category B.</p>	<p>Amount should be deposited in</p> <p>A/c No. 10309442505,</p> <p>IFSC - SBIN0006240.</p> <p>Account Name: SBI Collection Account</p> <p>EMD shall be valid upto 180 days from bid submission date. Applicant should deposit EMD and Tender Fee separately.</p>
11	Bank Guarantee for empanelment	<p><b>For SBI:</b></p> <p><b>Category A:</b> Rs. 15 lakh for empanelment in one zone and Rs 50 lakh for empanelment in two or more zones,</p> <p><b>Category B:</b> Rs. 5 lakh for empanelment in one zone and Rs 20 lakh for empanelment in two or more zones.</p> <p><b>For RRBs:</b> As mentioned in Annexure D</p>	<p>Validity period from the date of empanelment till 30.06.2022</p>



12	Price validity from the date of price discovery	As per the RFP(s) to be floated during the empanelment period.
13	Contact details of agency appointed for conducting Reverse Auction	Will be intimated during the RFP process to be conducted during the empanelment period.
14	Delivery schedule	As mentioned in scope of work.
15	Terms of payment	As mentioned in scope of work.
16	Delivery locations	As mentioned in respective Purchase Order.
17	Liquidated damages	As mentioned in <b>Annexure L</b> .
18	Transition Penalty for respective Purchase Order	Amount equivalent to PBG submitted against respective PO.



**Annexure A**

**EOI FORM**

[On Company's letter head]  
(to be included in sealed Envelope)

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

To:

Deputy General Manager,  
IT-Partner Relationships Deptt,  
State Bank of India,  
Global IT Center, First Floor, C-Wing,  
Sector - 11, CBD Belapur  
Navi Mumbai, 400 614  
Maharashtra, India

Dear Sir,

**Ref: Request for EOI NO: SBI/GITC/PARTNER RELATIONSHIPS/2019/2020/39  
dated 29/01/2020**

We have examined the above Request for EOI, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired equipments detailed in this EOI. We shall abide by the terms and conditions spelt out in the document. We participate and submit the EOI for the Categories and zones as marked "Yes/No" in the below table:

Zone →	North	South	East	West	North- East
Category A					
Category B					

2. While submitting this EOI, we certify that:

- The undersigned is authorised to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this document.
- We have not induced or attempted to induce any other Applicant to submit or not to submit EOI for restricting competition.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment as specified in this document.



4. We agree to abide by all the EOI terms and conditions, contents of Service Level Agreement as per sample available at **Annexure M** of this document and the rates quoted therein for the orders that may be awarded by the Bank, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this EOI, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the empanelment process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of the Applicant from further empanelment process.
9. We certify that we have not made any changes in the contents of the Request for EOI read with its amendments/clarifications provided by the Bank submitted by us in our EOI document.
10. It is further certified that the contents of our EOI are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the EOI.
11. We understand that you are not bound to accept any EOI you may receive and you may reject all or any EOI without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.



13. If our EOI is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
  
14. The name(s) of successful Applicant to whom the contract is finally awarded after the completion of EOI process shall be displayed on the website of the Bank and/or communicated to the successful Applicant(s).
  
15. The commercial bidding process to be held by the Bank during the empanelment period will be through the reverse auction process to be conducted by the Bank or a company authorised by the Bank. We understand that our authorised representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
  
16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the EOI document.

Dated this ..... day of ..... 2020\_\_

*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

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**Seal of the company.**



**Annexure B**

**Eligibility Criteria for Empanelment**

Applicants meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Applicant must be an Indian firm / company/ organisation registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The Applicant must have a minimum average turnover as mentioned below for empanelment under respective category)  <b>Category A:</b> Rs.50 crore for empanelment in one zone and Rs 100 crore for empanelment in two or more zones during last three financial year(s) towards sales in the IT hardware which shall include desktops, laptops and Entry level Servers  <b>Category B:</b> Rs.10 crore during last three financial year(s) for empanelment in one or more zones during last three financial years towards sales in the IT hardware which shall include printers and scanners.		Copy of the audited Profit and Loss statement, Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
3.	The Applicant should be profitable organisation on the		Copy of the audited balance sheets along with profit and loss statement for



	basis of PAT for at least three out of the last five financial years. Additionally, the Applicant should also have made PAT during the last financial year.		corresponding years and / or Certificate of the Chartered Accountant
4.	Applicant should have experience of minimum three years in providing the product/services.		Copy of the Purchase Orders for supply of goods or for providing AMC services for each of the last three financial years to be submitted for each zone in which the Applicant is interested to be empaneled.
5	Intentionally left blank		Intentionally left blank
6.	The Applicant should have a fully functional Call Centre / Help Desk and should have demonstrated full support for installation and warranty during the last 3 financial years in each of the zones for which the Applicant is interested to be empaneled.		a. The process of complaint booking/call logging should be explained. b. At least one client reference for each zone in which the Applicant is interested to be empaneled for the services provided during any of the last three financial years shall be provided as per Annexure F.
7.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes, if any or confirmation of no current litigations is to be given on Company's letter head.
8.	Applicants should not be under blacklist/debarment period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Banks / PSUs/ Government/ Government Undertaking companies as on the date of submission of EOI / submission of documents for annual review.		Applicant should specifically confirm on their letter head in this regard.
9.	The Applicant, if not an OEM, shall have been established as a		Certified Partner Certificate of at least two OEMs shall be



	partner with at least two OEMs during the last three financial years.		submitted for each of the last three financial years for the zones in which the vendor is interested to be empaneled. The certificate may be from same OEM or from different OEMs.
10	The Applicant should agree to the terms and conditions of Agreement (format placed at <b>Annexure M</b> ), should they become empaneled with the Bank.		Applicant should specifically confirm on their letter head in this regard.
11	The Applicant should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI GITC as on the date of Bid submission.		Applicant should specifically confirm on their letter head in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the Applicant. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted\_\_

(Signature)

(Name)

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**Seal of the company.**



**Annexure C**

**Applicant's Details**

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Applicant including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorised Signatory of the Applicant a. Name b. Designation c. Address d. Phone Number (Landline) e. Mobile Number f. Fax Number g. Email Address	
9	Details for EMD Refund a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

Name and Signature of authorised signatory and Seal of Company



**Annexure D**

**List of RRBs**

SI No	Name of the RRB	Address of Head Office	Area of Operation (States)	Value of Bank Guarantee required for empanelment	
				Category A	Category B
1	Andhra Pradesh Gramin Vikas Bank	2-5-8/1, Near Ambedkar Statue, Ramnagar, Hanamkonda, Warangal-506001, Telangana	Andhra Pradesh & Telangana	Rs 1 lakh	Rs 50 thousand
2	Arunanchal Pradesh Gramin Bank	E-Sector, Shiv Mandir Road, PO Naharlagun-791110, District Papum Pare, Arunachal Pradesh	Arunanchal Pradesh	Rs 10 thousand	Rs 5 thousand
3	Chhattisgarh Raja Gramin Bank	Mahadev Ghat Road, Sundar Nagar, Raipur-492013, Chhattisgarh	Chhattisgarh	Rs 1 lakh	Rs 50 thousand
4	Ellaqui Dehati Bank	3rd Floor, Nirmaan Complex, IG Road, Srinagar, J&K-190005	Jammu & Kashmir	Rs 25 thousand	Rs 10 thousand
5	Madhyanchal Gramin Bank	Poddar Colony, Tili Road, Mahila Polytechnic College, Sagar-470001, MP	Madhya Pradesh	Rs 1 lakh	Rs 50 thousand
6	Meghalaya Rural Bank	MTC Building, 2nd Floor, Police Bazar, Shilong-793001, Meghalaya	Meghalaya	Rs 25 thousand	Rs 10 thousand



SI No	Name of the RRB	Address of Head Office	Area of Operation (States)	Value of Bank Guarantee required for empanelment	
				Category A	Category B
7	Mizoram Rural Bank	B-5, Babu Tilla, Zarkawat-796007 Aizwal, Mizoram	Mizoram	Rs 25 thousand	Rs 10 thousand
8	Nagaland Rural Bank	AMK Shopping Complex, 2nd Floor, Near Congress Bhawan, D Block, Kohima-797001	Nagaland	Rs 10 thousand	Rs 5 thousand
9	Purvanchal Bank	Buddh Vihar, Commercial Scheme, Taramandal, Post Shivpuri, New Colony, Gorakhpur-273016	Uttar Pradesh	Rs 1 lakh	Rs 50 thousand
10	Rajasthan Marudhara Gramin Bank	Tulsi Tower, 9th B Road, Sardarpura, Jodhpur-342003, Rajasthan	Rajasthan	Rs 1 lakh	Rs 50 thousand
11	Saurashtra Gramin Bank	Wing No 2, 1st Floor, LIC Jeevan Prakash Building, Tagore Marg, Rajkot, Gujarat-360001	Gujarat	Rs 50 thousand	Rs 25 thousand
12	Telangana Gramin Bank	2-1-520, 2nd Floor, Vijaya Sri Sai Celestia, Street No.9, Nallakunta, Shankermutt Road, Hyderabad - 500044 Telangana	Telangana	Rs 1 lakh	Rs 50 thousand
13	Utkal Grameen Bank	Club Para, PO Bolangir, District Bolangir, Orrissa-767001	Odisha	Rs 1 lakh	Rs 50 thousand

REQUEST FOR EXPRESSION OF INTEREST FOR  
 EMPANELMENT OF VENDORS FOR  
 SUPPLY AND INSTALLATION OF  
 ENTRY LEVEL SERVERS, DESKTOPS, LAPTOPS,  
 PRINTERS AND SCANNERS  
 Ref: SBI/GITC/PARTNER RELATIONSHIPS/2019/2020/39  
 dated :29/01/2020



SI No	Name of the RRB	Address of Head Office	Area of Operation (States)	Value of Bank Guarantee required for empanelment	
				Category A	Category B
14	Uttarakhand Gramin Bank	18, New Road, Dehradun-248001 Uttarakhand	Uttarakhand	Rs 50 thousand	Rs 25 thousand
15	Jharkhand Rajya Gramin Bank	Market Place 3 rd floor Zila Parishad Bhawan Ranchi PIN-834001	Jharkhand	Rs 50 thousand	Rs 25 thousand



## Annexure E

### Scope of Work

- i. Desktops, Laptops, Printers and Scanners are regularly required at various locations of the Bank across India, divided into five zones as provided below:

Zone	Location of Local Head Offices (LHO) of SBI / RRBs in the Zone	States and Union Territories Covered
North	SBI LHOs: New Delhi, Chandigarh, Bhopal, Lucknow, Jaipur  RRBs' Head offices: Raipur, Srinagar, Sagar, Sangrur, Gorakhpur, Jodhpur, Dehradun	Uttarakhand, Rajasthan, Haryana, Delhi, Punjab, Himachal Pradesh, Jammu & Kashmir, Ladakh, Uttar Pradesh, Chandigarh, Chhattisgarh, Madhya Pradesh,
South	SBI LHOs: Bengaluru, Hyderabad, Amaravati, Chennai, Thiruvananthapuram  RRBs' Head offices: Warangal, Mysuru, Hyderabad	Andhra Pradesh, Kerala, Karnataka, Tamil Nadu, Telangana, Puducherry,
East	SBI LHOs: Kolkata, Bhubaneswar, Patna  RRBs' Head offices: Bolangir, Dumka	West Bengal, Odisha, Bihar, Jharkhand, Sikkim, Andaman & Nicobar, Lakshadweep
West	SBI LHOs: Mumbai, Mumbai Metro A& BU, Ahmedabad  RRBs' Head offices: Rajkot	Maharashtra, Gujarat, Goa, Daman & Diu, Dadra & Nagar Haveli
North East	SBI LHOs: Guwahati  RRBs' Head offices: Naharlagun, Diphu, Shillong, Zarkawat, Kohima	Assam, Manipur, Tripura, Meghalaya, Mizoram, Nagaland, Arunachal Pradesh

- ii. The Applicants will be empanelled till 31st March, 2022. However, the Bank reserves the right to review the empanelled vendors every year based on the eligibility criteria mentioned in **Annexure B** and terminate the empanelment of such vendors who do not meet the eligibility criteria. The decision of the Bank will be final in this regard.
- iii. At the time of annual review exercise of existing empanelled vendors, the Bank may include new vendors in the panel. Review of empanelled Vendors and empanelment of new vendors may be done based on the eligibility criteria of this

document, subject to new vendors approaching the Bank for getting freshly empanelled.

- iv. The Bank will float a closed RFP amongst the empanelled vendors in Feb/March and Aug/Sep of every year during the empanelment period for discovery of zone wise unit rates of the Product(s) required by the Bank. Order No. P-45021/2/2017-B-E-II issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India relating to Public Procurement (Preference to Make in India), Order 2017 and any subsequent amendment thereto will be considered for participation in bidding process and deciding the L1 bidder(s).
- v. A Rate Order will be issued to L1 bidder(s) based on the lowest rates discovered for each zone during the RFP process. Discovered rates shall be valid for a period of six months from April to September for RFP process to be held in Feb/March of previous financial year and from October to March for RFP process to be held in Aug/Sep of the same financial year.
- vi. The technical details of the Products and warranty period will be specified in the respective RFP to be floated during the empanelment period.
- vii. During the RFP process, the empanelled vendors have to ensure the following:
  - a) If any empaneled Vendor submits Bid on behalf of Principal/OEM, the same Vendor shall not submit a Bid on behalf of another Principal/OEM under the bidding process.
  - b) Either the empaneled Vendor on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
  - c) Submission of Undertaking of Authenticity by an authority not lower than the Company Secretary of the system OEM – **Annexure G**.
  - d) Undertaking on the lines of **Annexure H** of this document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank.
  - e) Sign an Integrity pact, based on the estimated value at the time of submitting bids – **Annexure P**
- viii. Subsequent to finalisation of the Rate Order, Purchase Order(s) (PO) may be placed by SBI from respective LHOs, Corporate Centres and Global IT Centre and by RRBs from respective Head Offices on as and when required basis and includes product description, quantity and delivery location(s).
- ix. Scanned copy of POs may be sent via e-mail to successful bidders. The Bidders are required to send an acceptance to the Purchase Orders within one day of



receipt of the hard copy / scanned copy of POs by e-mail whichever is earlier.

- x. The Bank may also float any other RFP for the Products not covered under the above-mentioned RFP amongst the empanelled vendors.
- xi. The successful bidder will have to supply the Product(s) in 'Factory Sealed Boxes' with System OEM seal.
- xii. The suppliers will have to deliver and install the products at the delivery location(s) mentioned in the respective Purchase Order(s) as per the time lines mentioned below:
- xiii. Suitable penalty as mentioned in **Annexure L** will be levied for any delay, beyond the lead times specified in the scope of work, in delivery or installation due to reasons attributable to the Vendor.

Description	Applicable for Category	Delivery lead time
Delivery	A & B	5 Weeks from the date of receipt of Purchase Order by the Vendor (additional 1 week for North-East Zone, Kashmir region in UT of J & K, Lakshadweep, Andaman & Nicobar)
Installation	A & B	1 Week from the date of receipt of material at site.

The above-mentioned lead times may be modified by the Bank in case of any exceptional situations during the empanelment period which will be specified in the RFP. The time schedule so modified will be applicable only for such RFP.

- xiv. The Vendor shall ensure that complaints raised by the Bank during the warranty period shall be responded and resolved as mentioned below:

Region	Duration for response and resolution in days
All regions except for North-East Zone, Kashmir region in UT of J & K, Lakshadweep and Andaman & Nicobar islands	3 days from the date of complaint
North-East Zone, Kashmir region in UT of J & K, Lakshadweep and Andaman & Nicobar islands	5 days from the date of complaint

- xv. **Payment terms:**

For Category A & B: Payment of 90% of Base Value and 100% of tax amount shall



be released on satisfactory receipt and installation of the equipment. Payment of remaining 10% of Base Value would be made on submission of Performance Bank Guarantee (PBG) on Bank's prescribed format for the period of warranty.

xvi. **Reports:** All the successful applicants will have to submit a quarterly report of the status of all the POs received during the empanelment period by the first week of next quarter.



**Annexure F**

**Format for Submission of Client References**  
 (To be submitted on Applicant's letter head)

**To whosoever it may concern**

<b>Particulars</b>	<b>Details</b>
<b>Client Information</b>	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
<b>Product(s) ordered by the customer</b> (please tick the applicable option)	Category A: Entry level servers / Desktops / Laptops. Category B: Printers / Scanner
Value of the PO (s) in Rs.	
PO received in the year (please tick all the applicable options)	2016-17 / 2017-18/ 2018-19
Installation services provided during the year (please tick all the applicable options)	2016-17 / 2017-18/ 2018-19
Warranty services provided during the year (please tick all the applicable options)	2016-17 / 2017-18/ 2018-19
Product(s) and Services were provided in the region (please tick all the applicable options)	East / West / North / South / North East

Yours faithfully,

Name and signature of authorised official of Applicant



**Annexure G**

**Undertaking of Authenticity**

To:  
Deputy General Manager,  
IT-Partner Relationships Deptt,  
State Bank of India, Global IT Center,  
First Floor, C-Wing,  
Sector - 11, CBD Belapur  
Navi Mumbai, 400 614  
Maharashtra, India

**Sub: Undertaking of Authenticity for Hardware & Software Supplies**  
**Ref: RFP No. SBI:xx:xx dated**

With reference to the equipment being quoted to you vide our Quotation No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorised sources and supplied with Authorised License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the equipments without demur, if already supplied and return the money if any paid to us by you in this regard.

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 2020

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**



## Annexure H

### **MANUFACTURERS' AUTHORISATION FORM**

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Applicant should include it in its EOI.*

No.

Date:

Deputy General Manager,  
IT-Partner Relationships Deptt,  
State Bank of India,  
Global IT Center,  
First Floor, C-Wing,  
Sector - 11, CBD Belapur  
Navi Mumbai, 400 614  
Maharashtra, India

Dear Sir:

**Ref: RFP No.SBI:xx:xx dated**

We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (*address of factory / facility*) do hereby authorise M/s \_\_\_\_\_ (*Name and address of Vendor*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:

- (a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
  - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the Products, if requested.

REQUEST FOR EXPRESSION OF INTEREST FOR  
EMPANELMENT OF VENDORS FOR  
SUPPLY AND INSTALLATION OF  
ENTRY LEVEL SERVERS, DESKTOPS, LAPTOPS,  
PRINTERS AND SCANNERS  
Ref: SBI/GITC/PARTNER RELATIONSHIPS/2019/2020/39  
dated :29/01/2020



4. We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)



**Annexure I**

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**BANK GUARANTEE FORMAT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**THIS BANK GUARANTEE AGREEMENT** executed at ..... this..... day of ..... 2020 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, Nariman Point, Mumbai and one of its offices at IT-Partner Relationships Department,State Bank Global IT Centre,CBD Belapur, Navi Mumbai -400614, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services(hereinafter referred to as "**Services**") to SBI in accordance with the Request for EOI No: SBI/GITC/PARTNER RELATIONSHIPS/2019/2020/39 dated :29/01/2020

WHEREAS, SBI has agreed to avail the Product and/ or Services from the Vendor for a period of \_\_\_\_\_ year(s).

WHEREAS, in accordance with terms and conditions of the Request for EOI/Purchase order/RFP/Agreement dated....., Vendor is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Vendor in providing the Products and / or Services, in accordance with the Request for EOI/RFP /Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Vendor fails to fulfill its obligations as agreed in Request for EOI/RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Vendor, to fulfill any of its



commitments / obligations under the Request for EOI/RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Vendor, agreed to issue, on behalf of Vendor, Guarantee as above, for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Vendor for providing material and / or Services as mentioned in the Request for EOI/RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Vendor shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the Request for EOI/RFP /Agreement and in the event of Vendor failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the Request for EOI/RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Vendor and notwithstanding any contestation or existence of any dispute whatsoever between Vendor and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Vendor has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Vendor.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- (i) Any neglect or forbearance on the part of SBI to Vendor or any indulgence of any kind shown by SBI to Vendor or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.



- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Vendor or winding up / liquidation of Vendor, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- 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 SBI serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
Authorised official



**Annexure K**

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**Annexure L**

**Liquidated Damages and Penalties**

Description	SLA Measure	Liquidated damages
Delivery Schedule	Number of weeks delayed beyond the delivery period mentioned in Scope of work.	1% for each week of delay of the total cost of undelivered quantities for first two weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5%.
Installation	Number of weeks delayed beyond the installation period mentioned in Scope of work.	1% for each week of delay of the total cost of uninstalled quantities for first two weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5%.

Description	SLA Measure	Penalty
Supply of lower configuration of the ordered Product	For each quantity of such product delivered with lower configuration	In addition to other remedial measures, 10% penalty of cost payable for each ordered product.
Complaint resolution	Number of days of delay beyond three days from the date of complaint.	1% for each week of delay in resolution to a maximum of 5 % of value of respective item for which complaint has been raised.
Transition penalty	Refer Part-1, point No 46 sub point no (vi).	Amount equivalent to PBG submitted against respective PO.

For the purpose of calculation of liquidated damages / penalty, part of a week will be considered as full week.



**Annexure M**

**Agreement for Empanelment**

AGREEMENT FOR \_\_\_\_\_<sup>1</sup>

BETWEEN

State Bank of India, \_\_\_\_\_<sup>2</sup>

AND

\_\_\_\_\_<sup>3</sup>

Date of Commencement : \_\_\_\_\_<sup>4</sup>

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

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<sup>1</sup> Type/nature/name of Agreement.

<sup>2</sup> Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

<sup>3</sup> The other Party (Contractor/ Service Provider) to the Agreement

<sup>4</sup> Effective Date from which the Agreement will be operative.



## AGREEMENT

This agreement for \_\_\_\_\_ (hereinafter '**the Agreement**') made  
on \_\_\_\_\_ day of \_\_\_\_\_.

Between

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at CBD Belapur - 400614 through its IT-Partner Relationships department hereinafter referred to as "**the Bank**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

And

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

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

### RECITALS

#### WHEREAS

- (i) The Bank is desirous to empanel the Vendor to provide Product(s) and / or Services as specified in Request for EOI.
- (ii) The Vendor is in the business of providing \_\_\_\_\_ and has agreed to provide the Product(s) and / or Services as may be required by the Bank mentioned in the Request for EOI No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank and

same shall be part of this Agreement.

- (iii) Vendor participated in above mentioned Request for EOI and emerged as one of the successful Applicant. Vendor agreed to enter into this agreement with the Bank for providing Product(s) and / or Service(s) time to time in accordance with the Request for EOI.
- (iv) Parties understand and agree that under this Agreement, the Bank may time to time, based on its actual requirements issue separate Purchase Order(s) to Vendor for providing Product(s) and / or Service(s) and there is no minimum or prior commitment for such orders under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## 1 DEFINITIONS & INTERPRETATIONS

1.1 **Capitalised Terms:** The following capitalised terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement<sup>5</sup>:

1.1.1 **“The Contract / Agreement”** means this agreement including all its Annexures, Request for EOI and RFP, Rate Order, Purchase Order issued during the period of empanelment and all amendments therein agreed by the Parties in writing.

1.1.2 **“Rate Order”** means the Order which is issued to the Vendor, based on the RFP to be floated during the empanelment period, stating the unit rates of the Products applicable for the period mentioned therein.

1.1.3 **“Purchase Order Value”** means the total price agreed to be paid to Vendor under the respective Purchase Order, which may be issued by the Bank

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<sup>5</sup> Please define the necessary terms, properly.

time to time during the Contract period, based on its actual requirements for providing Products and/or Services.

- 1.1.4 **“The Equipment/Product”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- 1.1.5 **“The Services”** means that services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customisation, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.
- 1.1.6 **“The Project”** means supply and installation of hardware and services with support under Warranty and annual maintenance contract, if required for the contract period.
- 1.1.7 **“The Project Site”** means locations where supply and services are required to be provided as desired in this document.
- 1.1.8 **“The Bank”** shall have same meaning as defined in clause 1.i in Part 1 of the Request for EOI.
- 1.1.9 **“Intellectual Property Rights”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

## 1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local). Reference to Vendor/Service Provider shall mean to include any of its employee, agent, representative and sub-contractor.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 The terms not defined in this Agreement shall be given the same meaning as given to them in the Request for EOI If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.
- 1.2.8 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.9 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

## 2 COMMENCEMENT & TERM



- 2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ (**Effective Date**).
- 2.2 Subject to annual review by the Bank, this Agreement shall be in force till 31.03.2022, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 Rate Order (s) / Purchase Order(s), which may be issued by the Bank time to time, shall be governed by the terms and conditions of this Agreement. Notwithstanding expiry of this Agreement, all the terms and conditions of this Agreement shall also be applicable and in full force for such Rate Order (s) / Purchase Order(s) under which Product(s) and / or Service(s) are required to be delivered beyond the term of this Agreement.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement.

### 3 **SCOPE OF WORK:**

The scope and nature of the work which the Vendor has to provide to the Bank is described in Request for EOI / RFP to be floated, Rate Order(s) and Purchase Order(s) to be issued during the empanelment period.

### 4 **REPRESENTATIONS AND WARRANTIES**

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:
  - 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorised through applicable corporate process to do so.
  - 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organisation for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
  - 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary



marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

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

**4.2 Additional Representation and Warranties by the Bank.  
(As per Request for EOI)**

**4.3 Additional Representation and Warranties by Vendor.**

- 4.3.1 The Vendor shall deliver the Product(s) and / or Service(s) and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognised by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 4.3.2 The Vendor has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Product(s) and / or Service(s) to the Bank.
- 4.3.3 The Vendor shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Vendor.
- 4.3.4 The Product(s) and / or Service(s) provided by the Vendor to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

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

## 5 CONFIDENTIALITY

5.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

5.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

5.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

5.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the

Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

- 5.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 5.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.
- 5.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 5.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of



its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

- 5.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 5.3 The Vendor shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 5.4 The Vendor shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 5.5 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Agreement.
- 5.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement for a period of five years. Confidentiality obligations



of the Vendor in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

## **6 RELATIONSHIP BETWEEN THE PARTIES.**

- 6.1 It is specifically agreed that the Vendor shall act as independent Vendor and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal-Agent relationship by express agreement between the Parties.
- 6.2 Neither the Vendor nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 6.3 None of the employees, representatives or agents of Vendor shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 6.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 6.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

## **7 SUB-CONTRACTING**

- 7.1 As per the scope of this Agreement sub-contracting as mentioned in Clause 34 of Part I of Request for EOI will be applicable.
- 7.2 In case of subcontracting, Vendor is responsible for all the Product(s) and / or Service(s) provided to the Bank regardless of which entity is conducting the operations. Vendor is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Vendor mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.



- 7.3 Before engaging sub-contractor, the Vendor shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.
- 7.4 In the event of sub-contracting, the Vendor shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Vendor shall ensure that the secrecy, security and safety of Bank's data / processes is maintained.
- 7.5 Vendor shall provide sub-contracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Vendor shall remain liable to the Bank for all acts/omissions of sub-contractors or their employees.
- 7.6 The Bank reserves the right to ask Vendor and Vendor shall change/ amend the clause(s) entered between Vendor and Subcontractor which are in conflict with the terms and conditions of this Agreement.

## **8 BANK GUARANTEE, LIQUIDATED DAMAGES& PENALTY**

- 8.1 The Vendor has to furnish a bank guarantee for an amount of Rs. \_\_\_\_\_<sup>6</sup> for a period of \_\_\_\_\_ from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 8.2 The BG is required to protect the interest of the Bank against any breach of terms and conditions of the Agreement, delay in supply/installation of Product(s) and/or providing services under any Purchase Order(s), which may warrant invoking of BG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the BG.
- 8.3 Performance of the obligations under the Agreement shall be made by the Vendor in accordance with the time schedule<sup>7</sup> specified in Request for EOI.

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<sup>6</sup> Please provide the amount of performance guarantee, if any.

<sup>7</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.



- 8.4 If at any time during performance of the Contract, the Vendor should encounter unexpected conditions impeding timely delivery of the Product(s) and / or Service(s) under the Agreement, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 8.5 If the Vendor fails to deliver any or all the Product(s) and / or Service(s) within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Purchase Order Value, as liquidated damages as defined in **Annexure L** of Request for EOI. Once the maximum deduction is reached, the Bank may consider termination of the respective Purchase Order.
- 8.6 The Vendor shall be liable to pay penalty at the rate mentioned in **Annexure L** of Request for EOI in respect of any delay beyond the permitted period in providing the Services.

## 9 **FORCE MAJEURE**

- 9.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 9.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial



considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- 9.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 9.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However Vendor shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

#### **10 COMPLIANCE WITH LAWS.**

- 10.1 Vendor hereby agrees and declares that it shall be the sole responsibility of Vendor to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Vendor as envisaged under this agreement.
- 10.2 Vendor shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.
- 10.3 Vendor shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Vendor would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.



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

## 11 RIGHT TO AUDIT

11.1 It is agreed by and between the parties that the Vendor shall get itself annually audited by external / internal empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalised by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Vendor shall submit such certification by such Auditors to the Bank. The Vendor and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Vendor. The Vendor shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

11.2 Where any deficiency has been observed during audit of the Vendor on the risk parameters finalised by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Vendor that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Vendor shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.



11.3 Vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Vendor (e.g., financial, internal control and security reviews) and findings made on the Vendor in conjunction with the services provided to the Bank.

## **12 FEES, TAXES DUTIES & PAYMENTS**

12.1 Vendor shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

12.1.1 All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by the Vendor and Bank shall not be liable for the same. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

12.1.2 Vendor shall provide a clear description quantifying the service element and goods element along with latest GST rates in the invoices generated by them.

12.2 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Vendor

12.3 Fees, taxes, duties and payment terms will be as specified in respective clauses of Request for EOI.

## **13 GENERAL INDEMNITY**

13.1 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses



(Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Vendor's breach of its warranties, covenants, declarations or obligations; or (ii) breach of Confidentiality Obligations mentioned under this Agreement; or (iii) any acts of commission / omission on the part of employees, agents, representatives or sub-contractors of Vendor. Vendor agrees to make good the loss suffered by the Bank.

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

13.3 Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor.

#### **14 Patent Rights/Intellectual Property Rights:**

14.1 For any licensed hardware/software/firmware used by the empanelled Vendor in the Product delivered / for performing services, the Vendor shall have the right as well as the right to license for its end use by the Bank. The Vendor shall, if applicable, furnish a photocopy of the agreement with their Principals/OEM in respect of Product and Services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.

14.2 The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the Vendor shall after

due inspection and testing get the solution redesigned for the Bank, at no extra cost.

14.3 The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

14.4 The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

## 15 TERMINATION AND TRANSITION

15.1 Termination for Default, Termination for Insolvency and Termination for Convenience will be as per Clauses 46, 48 and 49 in Part I of Request for EOI respectively.

15.2 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Vendor in the following eventualities :

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

15.2.2 If Vendor is owned/ controlled wholly/ partly by any other bank operating in India

15.2.3 If any officer/ employee/ director of Vendor or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director of the Bank.

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



15.4 In the event of termination of the Agreement for material breach by Vendor, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

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

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality and indemnity; and
- (c) any right which a Party may have under the Application Law.

## 16 LIMITATION OF LIABILITY

16.1 The maximum aggregate liability of Vendor, subject to clause in respect of any claims, losses, costs or damages arising out of or related to respective Purchase Order shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of BG submitted by Vendor, whichever is greater.

Neither Party shall be responsible or liable to the other Party for any indirect or liable to the other Party for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue

16.2 The limitations set forth herein shall not apply with respect to:

16.2.1 Claims that are the subject of indemnification pursuant to infringement of Intellectual Property Right,

16.2.2 Damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Vendor,

16.2.3 Damage(s) occasioned by Vendor for breach of Confidentiality Obligations,

16.2.4 Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Vendor.

## 17 ARBITRATION

- 17.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavours to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.
- 17.2 The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 17.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- 17.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## 18 GOVERNING LAW & JURISDICTION

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



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

## 19 ENTIRE AGREEMENT

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

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

19.2.1 This Agreement

19.2.2 Request for EOI

## 20 SEVERABILITY

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

## 21 NOTICES



21.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).

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

21.3 Address for communication to the Parties are as under:

21.3.1 To the Bank

State Bank of India  
IT-Partner Relationships Department  
State Bank of India Global IT Centre  
CBD Belapur  
Navi Mumbai 400614

21.3.2 To Vendor

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## 22 MISCELLANEOUS

22.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

22.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.



- 22.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 22.4 The Vendor shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 22.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- 22.6 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 22.7 The Vendor shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 22.8 All plans, drawings, specifications, designs, reports and other documents prepared by the Vendor in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Vendor shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
- 22.9 The Vendor agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 22.10 The Vendor agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- 22.11 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take



necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Vendor or the employees of the Vendor.

22.12 The Bank should have right to conduct surprise check of the Vendor's activities in respect of the Services.

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

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

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

**State Bank of India**

**Vendor**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.

**ANNEXURE, SCHEDULE, ETC.**

(Please provide the Annexure, Schedules, etc.,)



**Annexure N**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at CBD Belapur - 400614 through its IT-Partner Relationships department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

1. **Confidential Information and Confidential Materials:**



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

## 2. **Restrictions**

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



notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) the statutory auditors of the Bank and
  - (2) Regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarised or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### 3. **Rights and Remedies**

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



#### 4. **Miscellaneous**

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



provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

**5. Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_

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

Name		
Designation		
Place		
Signature		

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

Name		
Designation		
Place		
Signature		

REQUEST FOR EXPRESSION OF INTEREST FOR  
EMPANELMENT OF VENDORS FOR  
SUPPLY AND INSTALLATION OF  
ENTRY LEVEL SERVERS, DESKTOPS, LAPTOPS,  
PRINTERS AND SCANNERS  
Ref: SBI/GITC/PARTNER RELATIONSHIPS/2019/2020/39  
dated :29/01/2020



**Annexure O**

**Pre-Bid Query Format**  
**(To be provided strictly in Excel format)**

<b>Vendor Name</b>	<b>Sl. No</b>	<b>Page No of Request for EOI</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Query/Suggestions</b>



## Annexure P

### **PRE-CONTRACT INTEGRITY PACT** **(TO BE STAMPED AS AN AGREEMENT)**

#### **General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2020 , between, on the one hand, the State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at CBD Belapur - 400614 through its IT-Partner Relationships department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will



commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **1. Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **2. Commitments of BIDDERS**

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material



or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.

2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3.Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4.Earnest Money (Security Deposit)**

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in



case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.



(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 7. Independent Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.



7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **9 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.



11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

For Buyer

For Bidder

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**