

**Tender No: SBI/ITS/AMC/GUW/01- LHO & Establishments**

**REQUEST FOR PROPOSAL (RFP) NOTIFICATION FOR**

**ANNUAL MAINTENANCE CONTRACT (AMC)  
OF IT HARDWARE OF STATE BANK OF INDIA  
AT LOCAL HEAD OFFICE (LHO), SBI VIP RESIDENCES, SBI GUEST HOUSES IN GUWAHATI  
FOR A PERIOD OF 24 MONTHS**

**PART 1: INVITATION TO TECHNICAL & FINANCIAL BID**

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

In order to meet the requirements of maintenance of its IT hardware assets at **Local Head Office, SBI Guest houses , SBI VIP residences** in GUWAHATI, the Bank proposes to invite RFP from empaneled vendors who were empaneled with STATE BANK OF INDIA ,Local head Office Guwahati in November 2019(hereinafter referred to as “Bidder”) to undertake Annual Maintenance Contract of IT Hardware as per details listed out in this document.

The Bidding Document may be obtained from the Bank as under or downloaded from Bank’s Website [www.sbi.co.in](http://www.sbi.co.in) .

- ❖ Please note that all the information desired needs to be provided. **Incomplete information may lead to non-consideration of the proposal.**
- ❖ All **Bids must be accompanied** by **Earnest Money Deposit (EMD)** as specified in the Bid document.
- ❖ Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.
- ❖ The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on the

**SCHEDULE OF EVENTS**

Bid Document Availability	Bid document can be downloaded from website from <b>21<sup>st</sup> November 2020 To 04<sup>th</sup> December 2020</b> .
Last date for downloading tender documents from website	<b>04<sup>th</sup> December</b>
Last date for requesting clarifications (optional)	<b>04<sup>th</sup> December 2020 Up to 5.00 P.M.</b> All communications regarding points / queries requiring clarifications shall be given in writing to AGM (ITSS) State Bank Of India, Local Head Office , GUWAHATI-781006 or by e-mail to <u>(<a href="mailto:cmits.lhogu@sbi.co.in">cmits.lhogu@sbi.co.in</a> &amp; <a href="mailto:anshul.bando@sbi.co.in">anshul.bando@sbi.co.in</a>)</u>
Pre-bid meeting with prospective bidders.	<b>At 3.00 pm on 26th Nov at LHO GUWAHATI.</b>
Clarifications to queries raised at pre-bid meeting to be provided.	<b>On or before 04<sup>th</sup> Decmber up to 5 PM</b>
Date of Opening of Technical bid	<b>04<sup>st</sup> December at 4.00 P.M.</b>

Date of e reverse auction	<b>09<sup>th</sup> December 2020</b>
Address of online submission of bids(technical as well as commercial bids)	Bid must be submitted online on <b><a href="https://etender.sbi">https://etender.sbi</a></b>
E-bidding to be facilitated by	M/s. e-Procurement Technologies Ltd., Ahmedabad, on behalf of State Bank of India
Validity of tender	02(Two) years
Contact details of M/S e-procurement Technologies ltd(ETL) Ahemedabad	Mr.Nisarg Thakkar Phone: +91-79-68136822 Email: <a href="mailto:nisarg.thakkar@auctiontiger.net">nisarg.thakkar@auctiontiger.net</a>
Contact person for clarification and other details	Mr. Anshul Francis Bando (Mob: -7903712145) email: - <a href="mailto:anshul.bando@sbi.co.in">anshul.bando@sbi.co.in</a>
<p>a) In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time &amp; venue. Further , The Bank reserves the right to change the dates mentioned in this NIT/RFP document, which will be communicated to the bidders.</p>	
<p>b) Bank reserves the right to accept or reject any or all tenders/proposal without assigning any reasons, whatsoever be the cause of cancellation. In any case, the court of jurisdiction is at Guwahati.</p>	

**C)** Online English Rank Reverse Auction will be conducted on Auction Tiger (e-procurement platform)

**D)** Bidders are requested to be present in the ITSS department at the time of opening of the Technical Bid at 4.00.00 P.M on 04/12/2020. In any case absence of the vendors at the designated time , the bank will go ahead and open the Bids.

ITS Department  
**State Bank of India**  
**Local Head Office**  
**GUWAHATI**

## **PART – 2 DISCLAIMER**

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

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

**PART-3: INSTRUCTIONS FOR BIDDERS (IFB)**

**A. INTRODUCTION**

**3.1 Broad Scope of Work:**

3.1.1 Repair and maintenance services (Annual Maintenance Contract – AMC) of computers and IT Hardware and its related system software upgrade and support at Local Head Office, **SBI Guest houses , SBI VIP residences and any other offices** in GUWAHATI . (Mentioned in Annexure-A)

3.1.2 Indicative hardware deployed at these locations is given below.

<b>Sl. No.</b>	<b>Particulars</b>
1	<b>Servers</b>
2	Workstations (desktops)
3	All in One desktops
4	Laptops
5	High speed dot matrix printers (24 PIN 136 col)
6	Laser printers entry level Mono
7	Network Laserjet Printers Mid Level and Heavy Duty Mono
8	Multi function Printers Mid level MFD
9.	CKYC scanners

The indicative quantity of hardware is mentioned in (Annexure-B)

### 3.2 Eligibility Criteria

#### a) Technical Bid:

3.2.1 The tender is open to empaneled vendors of north east Circle. Technical bids will be opened first and evaluated. For qualifying in technical bid the vendors must have service engineers presence in at least two modules in the north east Circle at present. The details of modules and regions are mentioned in **ANNEXURE - D**

3.2.2 The details of the engineers posted location wise in the north East Circle of SBI is to be furnished as per **ANNEXURE - A** along with the copy of statutory returns like PF/ESI establishing the relationship.

We, therefore, invite "Technical" quotations for Annual Maintenance Contracts of computer systems on the Terms & Conditions and additional Terms & Conditions in view of the Reverse Auction, furnished in **Annexure-I to VIII**.

The following documents are to be submitted for technical bid:

- i) **copy of each Annexure, duly signed on all pages, as token of acceptance of the terms and conditions therein, is to be submitted with the technical bids**
- ii) Details of Engineers posted in various locations in area covering the North Eastern States excluding Sikkim in the format as per ANNEXURE - A along with copy of statutory returns establishing the relationship
- iii) EMD money to be submitted in form of a Draft/Bankers Cheque favoring State bank of India payable at Guwahati
- iv) Process Compliance forms as at ANNEXURE - IV duly filled, signed and stamped by the bidder as a token of acceptance of all the terms and condition stipulated in this tender.

The above documents except the EMD money is to be submitted by email to the M/S E Procurement Technologies Ltd with a copy marked to [agmits.lhoguw@sbi.o.in](mailto:agmits.lhoguw@sbi.o.in)

3.2.3 Vendors should submit all the documents duly completed in all respects, as listed in item no. 3.6.1.

## **B) THE BIDDING DOCUMENTS**

### 3.3 Documents constituting the bid

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

The technical bid is to be submitted to the service provider by email/uploaded to the service provider M/S E procurement Technologies Ltd . The scanned copies technical bid consisting of the following documents should also be e-mailed to [cmits.lhoguw@sbi.co.in](mailto:cmits.lhoguw@sbi.co.in) :

- 1.Earnest Money Deposit(EMD) amounting to Rs.100000.00(Rupees One Lac only) to be deposited in the form of a draft/Bankers Cheque to be submitted physically in a sealed envelope Marked “EMD for NIT No. SBI/ITS/AMC/GUW/2019-20/01” to be submitted to The Assistant General Manager(ITSS),IT Services Support Department , SBI Local Head Office Building,3<sup>rd</sup> Floor B Block, PO: Assam Sachivalaya, Dispur, Guawahati-781006, Assam
2. Process Compliance Form as at **Annexure- IV** duly filled , signed and stamped by the Bidder as a token of acceptance of all the terms & Condition stipulated in this tender, which is to be e-Mailed/uploaded to the Service Provider for conducting e-Tendering Process.
- 3.Details of engineers stationed in geographical area under Northeast Circle of SBI as per **ANNEXURE- A** along with statutory returns such as PF/ESI evidencing employment.
4. Copy of each Annexure , Duly signed on all pages , as token of acceptance of the Terms and Conditions therein, is to be submitted with the technical bids.
- 5.The Bidder, who fail to submit any of the above-mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in subsequent online sealed Price Bid submission. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.



6. Price Bid : The Bidders qualifying in Technical bid will only be eligible to participate in the Financial Bid. The cluster wise rank/quote/rate will be arrived at by reverse ranked English auction which will be conducted by our service provider M/S e-procurement Technologies Ltd.

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

**b) Financial Bid:**

3.2.3 The Bidders qualifying in Technical bid will be eligible to participate in the Financial Bid. The rank/quote/rate will be arrived at by English reverse ranked auction which will be conducted by our service provider M/S e-procurement Technologies Ltd.

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

**3.4 Clarification / Amendment of Bidding Document**

3.4.1 Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates as mentioned in schedule of events.

3.4.2 A **pre-bid meeting** is scheduled on 26<sup>th</sup> November at 3.00 pm.

3.4.3 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.

3.4.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

3.4.5 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take

responsibility for any omissions by bidder.

3.4.6 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.4.7 In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

### **C. PREPARATION OF BIDS**

#### **3.5 Language of Bid**

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

#### **3.6 Documents Comprising the Bid**

3.6.1 Documents comprising the **Technical Proposal Envelope**, should contain following:

5.1 Bid Forms

5.2 Vendor evaluation format

5.3 SLA Terms & Conditions for maintenance of service

5.4 EMD Bank Guarantee or DD as the case may be

5.5 Annexure A, B, C, D & E - Completed in accordance with the clauses in the Bid and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached). Signed copies of all documents in RFP should be submitted.

3.6.2 The EMD Money has to be submitted in form of a draft or Bankers Cheque at the ITSS Department in a Sealed Envelope superscribing “ **AMC IT HW- SBI GUWAHATI Circle – LHO & Establishments - Technical Bid-EMD Money** ) ” “

3.6.3 **Technical Bid not containing all document as stated in 3.6.1 and 3.6.2 above shall be rejected.**

3.6.4 **The Technical Bid should NOT contain any price information. Such Bid, if received, will be rejected.**

### **3.7 Bid Form**

3.7.1 Bid form, both Technical and Financial must be submitted online at <https://etender.sbi.co.in>, However , the EMD Money has to be submitted in form of a draft or Bankers Cheque favoring STATE BANK OF INDIA ,LOCAL HEAD OFFICE in a Sealed Envelope superscribing “ **AMC IT HW- SBI GUWAHATI Circle – LHO & Establishments - Technical Bid-EMD Money)** ” “

### **3.8 Bid Prices**

3.8.1 Prices are to be quoted in **Indian Rupees** only.

3.8.2 Prices quoted should be inclusive of all taxes except GST

3.8.3 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.8.4 The bidders qualifying in Technical Bid will be eligible to participate in the financial bid .The cluster wise rank/quote/rate will be arrived at by reverse ranked English auction which will be conducted by our service provider M/S E-procurement Technologies Ltd.

### **3.9 Period of Validity of Bids**

3.9.1 **Bids shall remain valid for a period of 12 months from the date of opening** of the Bid.

3.9.2 In exceptional circumstances, the Bank may solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.

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

### **3.11 Format and Signing of Bid**

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

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

Please note that as we are going in for Reverse Auction procedure for the **technical and commercial bids, to be conducted by M/s e-Procurement Technologies Ltd.**, all the vendors will have to submit the following documents, duly signed, to M/s e-Procurement Technologies Ltd.:

- a. Business Rules for Reverse Auction
- b. Technical Offer in the requisite format
- c. Bidders Information sheet
- d. Compliance statement.
- e. Other papers if any asked by M/s E- Procurement Technologies Ltd.

### **3.13 Deadline for Submission of Bids**

3.13.1 Bids must be received by E- procurement agency, no later than the date & time specified in the “**Schedule of Events**” in Invitation to Bid.

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

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

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

### **3.15 Modification and Withdrawal of Bids**

- 3.15.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 3.15.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- 3.15.3 No Bid may be modified after the deadline for submission of Bids.
- 3.15.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

**E. Opening and Evaluation of Bids**

**3.16 Opening of Technical Bids by the M/S E-Procurement**

- 3.16.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details, at the discretion of the Bank, will be announced at the time of technical Bid opening.
- 3.16.1 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

**3.17 Preliminary Examination**

- 3.17.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 3.17.1 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- 3.17.2 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.17.3 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **3.18 Technical Evaluation**

- 3.18.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- 3.18.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including verification of documents relating to KYC (Know Your Customer) and visit to vendor's office.
- 3.18.3 Bank will evaluate the technical and functional specification of all the equipments quoted by the Bidder.
- 3.18.4 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the instance of the bidder shall be entertained.

**3.19 Last Date for receipt of online Technical Quotations is 04.12.2019 upto 4.00 P.M. sharp. However, acceptance of bids after 04.00 P.M. on 04.12.2019 will be under the sole discretion of SBI.** Bank reserves the right to accept or reject the entire quotation, without assigning any reason thereof at any stage. Further, please note that the vendor(s) who do not qualify for the technical quote will not be considered for “**Reverse Auction**” (commercial quote).

- 3.19.1 The vendor will submit his quotation after carefully examining the documents/conditions. Quotations not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected outright and no correspondence or representations will be entertained in that behalf. Canvassing in connection with quotations is strictly prohibited and quotations submitted by vendors who resort to canvassing are liable to be rejected. The commercial quote will be entertained only when the vendor qualifies in the technical bid.
- 3.19.2 The quotations must be complete, adequate, cover all taxes (State Government Taxes like AGST, etc.) and contingent costs including transit insurances but exclusive of only GST. SBI will not be responsible to provide any road challan / certificate / clearance etc. to receive the consignment relating to spares.
- 3.19.3 The rates to be quoted clusterwise should be as a percentage of the replacement cost of computer hardware arrived at from the prevailing rate contract for hardware fixed by the Bank per ANNEXURE-

3.19.4 The AMC Normally will be valid for two year from the date of reverse auction (commercial quote). SBI, however, at its discretion, could extend the AMC period for a year, if services are satisfactory, or, for unsatisfactory services, SBI may terminate the AMC anytime.

3.19.5 "As the quality of service support is of utmost importance for smooth functioning of branches/offices and quality of support is directly linked to the AMC rates, SBI reserves the right to reject all abnormally low / high quotes vis-à-vis industry norms, at its discretion".

3.19.6 SBI, at its discretion, can distribute the clusters among the vendors depending upon their experience with vendors, their present capabilities as detailed in support component in the North East Circle. SBI reserves the right to add/reduce the no. of branches within the cluster and recast the composition of the clusters.

3.19.7 The duly authorized representatives of the bidders/vendors must sign all the documents to be submitted for the tender

3.19.8 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via sealed quotations submitted by vendors.

**3.19.9 The L1 status will be determined by reckoning the lowest quoted price stated as per discovered through English rank reverse auction.**

**3.19.10** Arithmetic errors, if any, in the price breakup format will be rectified as under:

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

### **3.20 Contacting the Bank**

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

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

### **3.21 Award Criteria**

3.21.1 The Bank will award the Contract to the successful Bidder/s who has/have been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid as per the auction

**3.22 Bank's right To Accept Any Bid and to reject any or All Bids :** The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or be under any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

### **3.23 Notification of Award**

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

3.24.2 The notification of award will constitute the formation of the Contract. The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

3.24.3 Upon notification of award to the L1 Bidder, the Bank will discharge EMDs of the unsuccessful bidders.

**3.25 Performance Bank Guarantee: Performance Bank Guarantee for Rs. 1,00,000/- (Rs. one lacs only)** in the format as per **Annexure 5.5** to be submitted by the successful Bidder for a period of 12 months from a Scheduled Commercial Bank other than SBI or its associates within a week of receipt of formal communication from the Bank about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantee .

### **3.26 Signing of Contract :**

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

3.26.2 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the contract or both if the Bidder/s fails to meet the terms of this RFP or contracts entered into with them.

### **3.27 Miscellaneous**



- 3.27.1 Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.
- 3.27.2 Bank at its sole discretion under mutual agreement may chose to renew the AMC contract on the same terms and conditions for a further period of 12 months from the date of expiry of the present contract.

**Enclosures:**

**Annexure-I: Format for Technical Bid**

**Annexure-II: General Terms and Conditions relating to Annual Maintenance Contract**

**Annexure-IIA: Apart from usual SBI Terms& Conditions**

**Additional terms& conditions for reverse auction.**

**Annexure-III: Business Rules for online English Rank Reverse Auction**

**Annexure-IV: Request for Proposal (RFP)**

**(a) Introduction sheet,**

**(b) Bidders information sheet**

**(c) Compliance Statement**

**(d) Technical offer bid for Annual Maintenance Contract**

**(e) Agreement to the Process related Terms and Conditions**

**Annexure-V: SLA Terms& Conditions for Maintenance of Computers & Peripherals and other Equipment's.**

**Annexure-VI: Terms and Conditions of Earnest Money Deposit (EMD)**

**Annexure - VII: Performance Bank Guarantee Format**

**Annexure-VIII: Check List**

**Annexure A: Service Engineer Details.**

**Annexure B: Hardware Details.**

**Annexure C: Cluster wise Hardware Details. (Approximate).**

**Annexure D: Cluster Details.**

**Annexure E: Hardware cost Details (Approximate.).**

**Annexure F: Cluster wise details/Branch/offices.**

**Annexure G: Hardware Details Cluster Wise Branch/Offices.**

**ANNEXURE-I**

**FORMAT FOR TECHNICAL BID**

**CARE: (To be submitted in the prescribed format only)**

***IMPORTANT: Please quote as specified. All rates quoted must be inclusive of all duties and charges for any location in North East but exclusive of GST. No subsequent clarification in respect of rates/configurations/terms and conditions/taxes and incidental charges whatsoever will be accepted by the Bank once technical bids are submitted. SBI reserves the right not to accept any bid or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.***

**1. NAME OF CLUSTER: CARE: :**

**All rates will be quoted in lumpsum amount as % of the Computer Hardware assets available in the offices as per Annexure-(F) All rates will be quoted in Rupees**

Sr no	cluster	Cluster Detail	Lower floor rate in below which bidding not permitted in%	Upper floor rate above which price bids will not be accepted in %	Whether agreed to quote for the Cluster (Yes / No)
1	A	LHO/GUEST HOUSE/VIP RESIDENCE	4.72 % (Rs.14.97lacs)	10	

Signature of Bidder /Vendor  
Date

**2. THE VENDOR HAS READ AND UNDERSTOOD AND AGREED AND ACCEPTED THE TERMS AND CONDITIONS OF THE ANNUAL MAINTENANCE CONTRACT AS STATED IN THE ANNEXURES-II, II-A, IV & V.**

**RATE WILL BE QUOTED IN THE FOLLOWING FORMAT FOR EACH CLUSTER IN THE REVERSE AUCTION:**

**All rates will be quoted in lumpsum amount as % and the costs will be calculated in Rupees**

<b>Sr no</b>	<b>Cluster Code</b>	<b>Branches and Offices falling under following RBO (Cluster)</b>	<b>Rate*</b>
1	A	LHO/GUEST HOUSE/VIP RESIDENCE	

\*Minimum floor rate/Upper Ceiling beyond which bidders are not allowed to quote is furnished as in **Annexure-1**.

**\*Rate will be inclusive of all taxes except GST. GST will be paid as per the prevailing rate. No other taxes, duties, charges, etc. will be payable. In the Commercial quote (Reverse Auction), vendor has to quote the rate as % of assets indicated in Rupees.**

Vendors who do not quote as per our specification mentioned above will be disqualified in the technical bid. If it is observed that even after accepting the terms and conditions of the technical bid, the vendor concerned did not quote accordingly in the reverse auction (commercial bid), the rate quoted by the vendor will not be accepted for comparison with the rates quoted by other vendors.

Signature of Bidder /Vendor

Date

**TERMS AND CONDITIONS RELATING TO**  
**ANNUAL MAINTENANCE CONTRACT**  
**FOR HARDWARE INSTALLED AT VARIOUS BRANCHES & OFFICES OF**  
**STATE BANK OF INDIA, NORTH EASTERN CIRCLE, GUWAHATI**

**IMPORTANT: Please read this document carefully. The terms and conditions are not negotiable. Please remember to enclose one signed copy of Annexure- with the “TECHNICAL BIDS” cover to preclude disqualification of your bid.**

1. SBI proposes to execute AMC for Local head office/guest house/ vip residences situated in the Guwahati.
2. **Vendors having Franchisee / sister concern arrangement cannot quote. AMC services MUST be provided through vendors' own engineers and NOT through franchisees.**

It is mandatory for the bidders/vendors to quote the rate of AMC . The rates should be quoted in lumpsum as a percentage of the cost of computer hardware given below which have been arrived at recently by the bank obtained through rate contract as detailed in ANNEXURE- B for arriving at the amount of AMC, irrespective of the make, brand, supplier, configuration. The rate fixed for LHO will apply uniformly all offices in scope of the tender or included in future.

The cost of computer hardware will be valid uniformly for two years for the purpose of calculation of AMC value.

3. The rates quoted for AMCs through the on-line reverse auction will be valid for two years from the date of reverse auction (commercial quote). SBI, however, at its discretion, could extend the AMC period for a year, if services are satisfactory, or, terminate before completion of AMC period if the AMC services are unsatisfactory.
4. The rates quoted will be inclusive of all taxes except GST. GST will be paid as per the prevailing rate. No other taxes, duties, charges, etc. will be payable. SBI will not be responsible to provide any road challan/certificate/clearance etc. to receive the consignment. In no case Bank will provide route permit for supply, installation and \_commissioning of hardware, irrespective of location.

5. With a view to discourage attempts by some bidders/vendors to quote abnormally low AMC rates, which could lead to sub-standard service, benchmark rates will be set below which the quotes will not be accepted. Quotations that offer less than benchmark rates vis-à-vis industrial norm may be disqualified. As the quality of service support is of utmost importance for smooth functioning of branches/offices of the Bank and quality of support is directly linked to the AMC rates, SBI reserves the right to reject all abnormally low quotes vis-à-vis industry norm, at its discretion".
6. All the empaneled vendors will have to mandatorily participate in the bid. The ranking of the Bidders will be arrived at through Ranked English reverse auction to be conducted by the service provider.
7. The vendor allotted a particular Cluster, will have to enter into AMC agreement with the Bank and start providing maintenance services to the branches and offices within that Cluster within seven days from the date of allotment of the Cluster by the Bank or as per the requirement of the Bank.
8. **The vendor allocation will be at the sole discretion of the Bank.** SBI, at its discretion, can distribute the clusters among the vendors depending upon their past experience with vendors, their present capabilities and other relevant factors. SBI reserves the right to add/reduce the number of branches within the cluster and recast the composition of any or all of the clusters that is presently being advised at any point of time (pre-tender stage, post tender stage, post-cluster award stage). If the quality of the service provided by the vendor is not satisfactory, Bank reserves the right to change the vendor any time, after giving notice of one month to the vendor.
9. Bank may consider re-tendering at any point of time including in case of very low / very high quotations as the quotes will be compared to the prevailing tender rates obtained by Bank for AMCs of computer hardware.
10. The performance of the vendors will be subject to half-yearly review. If the Bank finds the performance of any vendor unsatisfactory, the Bank, at its discretion, impose penalty and/or invoke the termination clauses in the AMC agreement. The Bank will also have the option to **blacklist** the vendor for future AMCs. The bank may also put the vendors under holiday listing in case of unsatisfactory services.
11. Vendors who do not accept all the terms and conditions of the tender as well as the AMC agreement will be disqualified in the technical bid. If it is found that even after qualifying in the technical bid, the vendor concerned did not quote accordingly in the commercial bid, the rate quoted by the vendor will not be accepted for comparison with the rates quoted by the other vendors.
12. The details of the equipment at every location under the cluster may be obtained by the vendor from the respective department offices. The selected vendor(s) will have to take correct hardware inventory for their allocated Cluster . The Hardware inventory should be made branch wise with full details (like Licensed OS, OS installed, MAC Address, Machine Sr. No. HDD, RAM, Mother Board, Cabinet,

Monitor, SMPS, Processor, Floppy Drive, DVD Drive, CTS Scanners etc.) and they should be tagged. All networking equipment and LAN cabling (except data craft equipment like Router, Cisco switch etc.) will be covered under AMC.

13. **The details of the hardware inventory, countersigned by the Department/Office Head with seal, will have to be submitted by the vendor to SBI's Authorized Officer of ITSS Departments of the respective office within one month from the date of allocation of the Tender.** The inventory will have to be completed for all the branches in the cluster irrespective of the fact that the computers may or may not come under the new AMC policy or is under warranty. The date of expiry of under warranty hardware is to be indicated in the list.
14. Defective equipment, if any, will be removed out of the AMC and informed to the concerned Branch Manager. The details of the said equipment's should be advised to the concerned Authorized Official of the Bank {Regional Manager / Asst. General Manager (Admin.) / Chief Manager (CM CS) immediately, who in turn will take decision for repair on payment basis or otherwise. In case this information is not received by the Authorized Officer of the regions within seven days from award of the cluster, it will be deemed that all the equipment detailed in the Branch inventory have been verified and found to be correct.
15. A single contract will be executed cluster-wise. AMC fees for each branch will be paid to the vendors from the ITSS department of Local Head Office on a quarterly basis in arrears. The Bank may obtain, at its discretion, satisfaction report from different offices regarding services of the Vendor before payment of the bills.
16. Locations having equipment under an existing AMC arrangement or warranty will add on to the cluster under the new policy after termination / expiry of the AMC / warranty. However the vendor will have to give other OS related support and preventive maintenance except the parts and spares in respect of machines under warranty.
17. While Vendors will support Operating System such as MR-Windows 2008 Server, Linux, Unix etc. no additional AMC charges will be payable for OS related issues. The support on Operating System would include configuration of Internet, Configuration of Outlook Express and configuration of Modem etc. **Vendor(s), participating in the tender, should confirm that the services of their engineers will be mandatorily available for all the hardware problem and the problem related to Operating System including reloading of the Operating System, whenever necessary. They should also ensure that all their service engineers are sufficiently versed in handling of such Operating system.**

18. In respect of maintenance of Printers, the rates should cover among all spare parts the **PRINT HEADS OF ALL TYPES OF PRINTERS AND HAMMER MODULE AND PRINT BANDS OF ALL TYPES OF LINE PRINTERS AT EVERY LOCATION**. However, there will be some plastic components and components which will not be covered under AMC. These Plastic Components and Consumables are listed below:

- a. Myler Strip (Passbook Printer)
- b. Photo Sensor & Front Photo Support (Passbook Printer)
- c. All Types of Plastic Gears (All Printers)
- d. Ribbon Masks (Dot Matrix printer and Line Printers)
- e. Rubber / Plastic Belts (Dot Matrix Printers & Line Printers)
- f. Plastic Knobs (Dot Matrix Printers)
- g. Plastic Cabinet (Passbook Printers, Dot Matrix Printers)
- h. Printers Sprocket (Passbook Printer, Dot Matrix Printers & Line Printers)
- i. Control Panel (All Printers)
- i. Printer Ribbons / cartridges etc.

Apart from the item, which are listed above, all other item would be covered under AMC.

19. Vendor should have **direct support locations** at Guwahati, for which the tender is being conducted. If the L-1 vendor for a Cluster does not have direct support locations, they have to submit within 48 hours after declaration of L-1 vendor, the names of the proposed locations with proposed staff complement, failing which, the Bank may allocate the Cluster(s) to any other vendor(s) of its choice. Further, within one fortnight of the declaration of the L-1 vendor for a Cluster, when vendor does not have direct support structure, vendor has to establish support center with adequate staff and provision of spare parts. **Bidders/Vendors will submit the list of the same for our information within 48 hours from the declaration of the L-1 vendor**. Here L-1 vendor shall mean the Vendor to whom the cluster is allotted.

20. The vendor(s) must have established support setup with ability to resolve the calls within the time lines as per AMC Agreement (**ANNEXURE V**) and a team of dedicated Engineers. The Engineers should have Knowledge of Networking and Windows. **To ensure availability of adequate service support, each vendor will have to submit location-wise list of engineers mentioning therein name, designation, qualification, experience, period of service with the vendor, Provident Fund Index number, contact numbers and local addresses, along with the technical bid in the format in ANNEXURE - A . Presence of support engineer in at least 2 modules of the Bank. The details of the modules are given in ANNEXURE- D**



21. Vendors will be required to provide 3 + 1 no. of dedicated engineer for local head office as per the requirement of the Bank . Three engineers will be stationed in SBI Local Head office Guwahati or at mutually agreed locations. The indicative requirement of Service engineers is shown in ANNEXURE - F
22. Resident Engineer(s) (REs) will have to be posted for each cluster as per the table in ANNEXURE-G (Indicative and subject to change). The Resident Engineer(s) should be at least a Bachelor in Engineering (BE) / Diploma in Engineering with 2/3 years of experience in handling Windows 2008 Server / should have obtained CISCO certified Network Associate (CCNA) certificates, Microsoft certified. Other engineers should be a trainee engineer having Computer Diploma/BCA. The Engineer(s) will be dedicated for SBI. The Engineers should report and **operate from a designated SBI branch / office only. The designated Branch/ Office where the engineer will have to report will be decided by respective Cluster.** They should be controlled by their Regional Head Office preferably located at Guwahati or any other office with whom SBI, ITS Department, LHO, Guwahati directly deals with. This is mandatory condition of the Tender and no request for waiver of any of the stipulation would be entertained

The number of the Engineers stipulated by us below is final and no negotiations will be held for change in the said stipulation. Also, the engineers posted should possess desired qualification/experience and the proof of qualification/experience will have to be produced whenever Bank desires so. No request for relaxation in the Engineers' qualification would be entertained. The cost of services will have to be loaded proportionately on the branches under the cluster for meeting the above stipulation. The vendors will have to maintain a sort of a muster / Duty Diary for the Resident Engineers at the station branch / office wherein details of time when reported, calls attended and time left will be mentioned. The concerned branches / office will confirm the same. **The engineers will necessarily have to be provided with cellular telephones and the numbers have to be provided to the cluster branches/Controller of the Region/ ITS Deptt. to enable tracing and call routing.** If cellular services are not available at the cluster, landline telephones at the residences of the engineer(s) are to be provided by the vendor.

A minimum uptime of 99% is required for key item like Servers, Line printers and Printers.

23. In view of the criticality of the application and the fact that the Resident Engineers has been stipulated, the equipment at all times should be kept in efficient running condition by regular preventive maintenance, immediate replacement of defective parts, etc. The vendor must ensure 99% uptime for Servers and 95 % uptime for other computer hardware as per clauses of the AMC agreement.
24. Awarding the AMC contract to a vendor would be conditional on the number of engineers that will be provided for the cluster. These Engineers should be dedicated for SBI use only and should ideally **report to and operate from a designated SBI branch/Office only.**

As a thumb rule, we shall insist on the number of dedicated engineers as mentioned in ANNEXURE - G. However, this may vary according to the need of the Banks and addition of Branches and offices. One of the dependent factors for awarding of a cluster and continuing AMC will be posting of exclusive engineer(s) by the vendor in the cluster.

Vendors should make arrangements for a back-up service engineer to provide uninterrupted service during the absence of the regular service engineer of a cluster.

**Vendors will have to provide all services including preventive maintenance services through their own trained & experienced engineers only and not through any franchisee/outsourcing arrangement. Proof of visit for Preventive Maintenance to be produced periodically.**

Penalty would be imposed for lapses in service support on the basis of deviation from the specified uptime.

25. Penalties will be levied at the rate stipulated vide clauses of the AMC Agreement. Such amounts will be deducted from the quarterly AMC/any other payables to the vendor. However, the Bank may consider not invoking such penalties for the first quarter. The Bank will also have the discretion to change the vendor if the quality of service offered is not satisfactory within first month of the AMC period. Service quality that drops below such levels could be reason enough to cancel the contract from the end of the relevant quarter and allocate the same to another vendor.

26. The selected vendors will have to maintain sufficient quantum of spares. As a general rule, the vendor should stock Hard Disks, Print Heads, SMPS, Motherboards, RAM chips, SAS cards, NIC cards, DVD RW+, Keyboards, Monitors, Mouse, etc., in quantities that are expressed below for every 10 or less branches. The vendors should stock adequate quantity of spare parts at each location from where they would render service to branches in the cluster.

<b>No</b>	<b>Spares/Parts</b>	<b>Quantity</b>
1	HDD, Switches, SCSI Controllers / SMPS	1 each for every 5 branches
2	Monitor, VGA Cards	1 each for every 5 branches
3	NIC cards with boot PROM, Keyboards	2 per 50 nodes
4	Node motherboards	1 for 100 nodes
5	Printer heads	1 for every 10 branches
6	Printer Interface Card	1 per 20 branches

7	<i>CD W / DVD W drives</i>	<i>1 per 20 branches</i>
8	<i>RAM chips</i>	<i>Sufficient quantities</i>
9	<i>Mouse, Keyboard</i>	<i>4 for 100 nodes</i>
10	<i>Server Motherboard</i>	<i>1 for every 10 Branches</i>

27. The AMC vendors should have proper call login / reporting system like toll free number / unique mail address / or any web-based solution and assign unique call identification number to each call. The vendor will have to maintain proper record of visits to branches. A detailed call report will have to be prepared with exact record of the time when the call was lodged, nature of the problem, solution and the time taken to solve the problem. The report will have to be countersigned by Branch Manager. One copy will have to be submitted monthly to the respective Controller, along with a copy of pending calls/pending repairs extracted from the call reporting software that is to be maintained by the vendor at the Centre. As a rule, the Bank will not provide any spares. However, in case of break-down, though the Bank is under no obligation to do so, if it does provide a Standby Server, downtime will be automatically applicable until the old server is repaired by the vendor and put in place. Details of escalation matrix for call log in to be provided. The details of calls lodged by our Branches / Offices must be submitted to the Assistant General Manager (ITS) on weekly basis.
28. It is made clear that award of AMC to any vendor will necessarily mean more than just preventive maintenance. This will mean that the AMC holder will have to quote for/undertake jobs relating to additional cabling work, RAM upgrades, supply of networking cards/diskless workstations/networking equipment etc. During the tenure of the AMC, any upgradation required for any of the hardware will be on the basis of competitive quotes and prevailing market rates. The rates will be negotiated and will be uniformly applicable to all the AMC vendors.
29. The updated list of vendors engineers including higher official with all details like residence address, mobile number, email address should be given by the vendor to the ITSS Department and other departments in LHO.
30. The term “Vendor” being used to address the service provider and the word “Company” used in the AMC agreement are to be taken to mean one and the same thing.

The Vendor/ Service Provider has to furnish a performance guarantee for an amount of **Rs.100000/- (Rupees One lakhs only)** per cluster allotted from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank upon allotment of cluster. The format for performance Bank guarantee is furnished in **ANNEXURE- VII**.

- 31. Vendor should have Digital Certificate (minimum of Class-II signing) for participating in both the technical bid and Reverse Auction through e-Procurement Technologies Ltd.**
- 32. In case of different opinion on the part of the bidder in comprehending and/or interpreting any clause/provision of the bid document after submission of the bid. The interpretation adopted by the bank shall be binding and final on the bidder**

**1. Bid Submission**

Technical Bids along with enclosure of appropriate documents duly signed and stamped with company seal should be submitted online through M/s E-procurement Technologies Ltd by **4.00 P.M. on or before 04.12.2020**. Receipt of technical bids shall be closed at **04.00 P.M. on 04.12.2020**. No bids will be accepted after 04.00 P.M. on **04.12.2020**.

**2. Bidding**

The cost of technical documents duly signed by authorized signatory of bidder Company and participation in online auction is entirely the responsibility of bidders, regardless of the conduct or outcome of the tendering process. All bids and supporting documentation shall be submitted in English. All costs and charges related to the bid shall be expressed in Indian National Currency i.e Rupees.

**3. Evaluation and Comparison of Bids**

Only bids from Bidders meeting the eligibility criteria mentioned for technical bid will be qualified to participate in the price bid and quality specified will be compared. The contract for a Cluster will generally be awarded to the lowest bidder for that Cluster as per the following criteria:

- i. The Eligibility for technical bid is availability of Service Engineers in at least two modules of the Bank and submission of other documents mentioned elsewhere in the NIT/RFP document and EMD money.

**4. Acceptance or rejection of bid**

The Bank reserves the right not to accept any bid or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

**ANNEXURE -III****BUSINESS RULES DOCUMENTS OF ONLINE English Reverse Rank Auction FOR SBI/ITS/LHO/GUW/2020-21/02**

<b>BUYER NAME</b>	<b>STATE BANK OF INDIA</b> ASSISTANT GENERAL MANAGER (ITSS) SBI, LHO GUWAHATI, ASSAM
<b>AUCTION TO BE CONDUCTED BY</b>	M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Nisarg thakkar: +91-79-68136822 Phone: <b>1.07968136857</b> <b>2.07968136820</b> <b>3.07968136861</b> <b>4.07968136849</b> <b>5.07968136848</b> <b>6.07968136842</b>  <b>Mobile no-9081000427/9374519729</b>

<b>DATE &amp; TIME OF AUCTION</b>	<b>Online Auction Date: 09.12.2020</b> <b>Auction Time : 10:30AM</b> <b>(with 3 limited Extensions of 5 min each) ----</b>  Auction Website: <a href="https://etender.sbi.co.in">https://etender.sbi.co.in</a>
<b>DOCUMENTS ATTACHED</b>	(A) Business rules for English Reverse Rank Auction (B) Terms& conditions of English Reverse Rank Auction (C) Annexure - IA (D) Process Compliance Statement (Annexure IIA) (E) Price Confirmation Letter (Annexure IIIA) (F) Price break up (Annexure IVA) (G) Contact Information
<b>SPECIAL INSTRUCTIONS</b>	<b>Bidding in the last minutes and seconds should be avoided in the Vendors own interest</b> <b>Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the vendor, in such cases.</b>

**(A) Terms& conditions of English Reverse Rank Auction:**

SBI shall finalize the procurement of the item against this e-tender through English Reverse Rank Auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized English Reverse Rank Auction event shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the Vendors' responsibility. In order to ward-off such contingent situation Vendors are requested to make all the necessary arrangements/ alternatives such as back –up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the English Reverse Rank Auction event successfully. Failure of power at the premises of vendors during the English Reverse Rank Auction event cannot be the cause for not participating in the English Reverse Rank Auction event. On account of this the time for the English Reverse Rank Auction event cannot be extended and SBI is not responsible for such eventualities.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the English Reverse Rank Auction. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in English Reverse Rank Auction.
4. BID PRICE: The Vendor has to quote the rate as per the Tender Document provided by State Bank of India.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the English Reverse Rank Auction event, Vendor has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hours of closing of English Reverse Rank Auction event as per the Annexure III-A & IV-A respectively.
7. Procedure of English Reverse Rank Auction



**Description of Key Parameters (e-Auction Summary):**

<b>Bidding Method / Parameters</b>	<b>Description</b>
Start Price	Start bid price is the upper/ceiling price of the contract value fixed by Bank for the English Reverse Rank Auction event. Vendors can bid Same Price or lower than the start bid price (As per the e-Auction Configuration). Start bid price shall be available to the Vendors during the start of the English Reverse Rank Auction event on the e-Auction site.
Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Vendors during the start of the English Reverse Rank Auction event on the e-Auction site.
Item wise	Bid has to be submitted cluster wise as %age of the cost of hardware (Annexure-B)  In item wise configuration, you can submit your bid item wise, total price will be calculated on price bid of each item, last accepted amount Lowest/ highest bid amount, Rank will be displayed as per the total price of each item.
Grand Total	NOT APPLICABLE  In Grand Total configuration, you can submit your bid item wise but total price will be calculated on summation of price bid of all the item, last accepted amount Lowest/highest bid amount rank will be displayed as per the total price bid of all the item.

Rank Auction	<p>In Rank configuration, the system will accept your bid that will become start price of your own, you can submit your bid as per last accepted bid amount of your own revised with the decrement price. If same price quoted by multiple vendors in English Reverse Rank Auction then Rank will be generated based on timing. Vendor, who have quoted first, will get Rank 1 and then other vendors will get Rank 2, 3 and so on. Rank Auction is variant where Vendor has to outbid his previous accepted bid. In English Reverse Rank Auction, multiple Vendors (more than 1 Vendor) can bid with same amount. The system generates rank based on Amount, if there is tie in amount, second tie breaking rule is time. Whosoever has submitted bid first (1st), the system will assign higher rank to that Vendor. For more details, please contact support team.</p>
Your Rank	<p>In this configuration, you can see your position if you have quoted valid bid in the system else you will see your rank as "Not Bided"</p>
Decrement in Multiple (Yes / NO)	<p>In case of Multiple <b>NO</b>: Vendor can take one decrement or more. i.e. if start price is INR. 1000 and decrement value is INR 10 then Vendor can start quoting 990, 987, 985 etc.</p> <p>In case of Multiple <b>YES</b>: Vendor can take one decrement or multiple of Decrement. i.e. if start price is INR. 1000 and decrement value is INR 10 then vendor can quote 990, 980, 970, etc.</p>

Auto Extension (Yes / NO)	If YES: In case there is any acceptable bid quoted by any vendor within "X" minutes of closing of the e-Auction, the e-Auction will be extended by another "X" minutes. (Timing of "X" extension will be decided by Dept.)
Auto Extension Mode: - Fix No. Extension - Unlimited	In Fix No. Extension: There will be limited extension (Each of "X" Min) extensions available during the Online Auction.  In Unlimited Extension: There will be unlimited auto extensions.
First Bid Acceptance Condition:  Accept Start Price  Accept Start Price – (Minus) Decrement Value	In Accept Start Price: Vendor can start bidding from start price or lower than that. i.e. if start price is Rs. 1000 and decrement value is Rs. 10 then first bid can be Rs. 1000 or 990, 980, 970 etc.  In Accept Start Price – Decrement Value: Vendor can start bidding from start price (Minus) – decrement value. i.e. if start price is Rs. 1000 and decrement value is Rs. 10 then first bid can be Rs. 990, 980, 970 etc.

- OPENING PRICE & BID DECREMENT AMOUNT: SBI will declare its Opening Price (OP), which shall be visible to the all vendors during the start of the English Reverse Rank Auction. You will be required to start bidding after announcement of Opening Price and decrement amount.
- The bid start price and decrement amount shall be specified by SBI
- Vendor will be able to see start price (Ceiling or Base price) (If Any), Decrement value and his/her respective rank. Vendor will have to reduce from last accepted bid.

- In Rank Auction Vendor have to compete with his own Rank, If Vendor wants to Increase his/her Rank then he/she need to revise price from last accepted Price by one decrement value, or multiple of decrement value (As per e-Auction Configuration).
- Rank Auction is variant where Vendor has to outbid his previous accepted bid. In rank Auction, multiple Vendors (more than 1 Vendor) can bid with same amount. The system generates rank based on Amount, if there is tie in amount, second tie breaking rule is time. Whosoever has submitted bid first (1st), the system will assign higher rank to that Vendor. For more details, please contact support team
- If same price quoted by multiple vendors in Rank Auction then Rank will be generated based on timing. Vendor, who has quoted first, will get Rank 1 and then other vendors will get Rank 2, 3 and so on. However, vendors are advised to resolve & understand all query prior a day of the event via call / mail during working hours.
- **Rank Auction Logic: Accept Same Amount:** In Case, Two Vendors will quote same amount and then Rank will be generated on the basis of time, whosoever has submitted bid first (1st), then system will assign first rank to that Vendor and second rank to another vendors. For more details, please contact e-Procurement support team.
- Please note that the Vendors can revise their bids as many times as they wish during the course of the event.
- For any other e-Auction variant or actual e-Auction configuration & its processing, please contact e-Procurement Support Team for detail information.
- **VISIBILITY TO VENDOR:** If E-Auction variant is configured as a “**English Reverse Rank Auction**” event then system should display details as below:
  - Bid Amount Placed by you
  - E-Auction Opening Price & bid decrement amount
  - Current Your rank in the English Reverse Rank Auction event
- System should display next possible bid during **English Reverse Rank Auction** event.
- Start price of an item in English Reverse Rank Auction is open to all the participating vendors. Any vendors can start bidding, in the English Reverse Rank Auction event, from the start price itself. Also, please note that the first online bid that comes in the system during the online English Reverse Rank Auction event can be equal to the e-auction's start price, or lesser than the e-auction's start

price by one decrement, or lesser than the e-auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the last accepted bid by one decrement value or multiple of that as per e-Auction Configuration required by Bank for this event.

- **DURATION OF AUCTION: English Reverse Rank Auction shall be for 30 minutes.** If a valid bid is received in the last 5 minutes before closing of the e-Auction event, the e-auction event shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of e-Auction event, the e-Auction event shall get closed automatically without any extension. Please note that if there are more than one item in a single e-auction event, the auto-extension will be applicable to the entire event i.e. whenever a Vendor places an acceptable bid in the last 5 minutes of the closing of the e-auction event, the e-auction event shall get extended automatically for another 5 minutes from the time of this bid for all the items in the e-auction event. **There limited 3 Extensions of 5 Min. each.** Vendor are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problem, system crash down, power failure, etc.
8. Successful vendor shall be required to submit the final prices, quoted during the English Reverse Rank Auction event exactly in the format issued by SBI/Service provider after the completion of event to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of English Reverse Rank Auction.
  9. During English Reverse Rank Auction, if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the English Reverse Rank Auction process / proceed with conventional mode of tendering.
  10. LOG IN NAME & PASSWORD: Each Vendor is assigned a Unique User Name & Password by ETL. The Vendors are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the Vendor will be deemed to have been made by the Vendor.
  11. BIDS PLACED BY VENDOR: The bid of the Vendor will be taken to be an offer to execute the work. Bids once made by the Vendor cannot be cancelled / withdrawn. The Vendor is bound to execute the work as mentioned above at the price that they bid. Should any Vendor back out and not make the supplies as per the rates quoted, SBI and / or ETL shall take action as appropriate
  12. At the end of the English Reverse Rank Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Vendors.

13. Allotment of works order will be as per Banks requirement in the and it would entirely be the decision of the bank and shall not be subject to changes.

14. The SBI LHO Guwahati proposes to allocate Local head Office/Guest House/VIP Residence of the Bank for Annual Maintenance Services among vendors in the following manner:

i. Empaneled Vendors participating in the tender will have to mandatorily quote

15. SBI shall be at liberty to cancel the English Reverse Rank Auction event / tender at any time, before ordering, without assigning any reason.

16. SBI/ETL shall not have any liability to Vendors for any interruption or delay in access to the site irrespective of the cause.

17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

18. You are required to submit your acceptance to the terms/ conditions / modality given above before participating in the English Reverse Rank Auction.

19. OTHER TERMS& CONDITIONS:

- The Vendor shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / Vendors.
- The Vendor shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI's decision on award of Contract shall be final and binding on all the Vendors.
- SBI along with ETL can decide to extend, reschedule or cancel any e-Auction event.
- Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Vendor continues to access the site after that time.
- ETL shall not have any liability to Vendors for any interruption or delay in access to the site irrespective of the cause.

- ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to system problem, inability to use the system, loss of electronic information etc.

N.B.

All the Vendors are required to submit the **Process Compliance Statement (Annexure III (IIA))** duly signed to M/s e-Procurement Technologies Ltd, Ahmedabad. before start of e-auction event.

**All the Vendors are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

**(B) ANNEXURE- IA - The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:**

**ITEM DESCRIPTION:** AMC Service for LHO/SBI GUEST HOUSE/VIP RESIDENCE in North East Circle As mentioned below:

Sr No	CLUSTER	Branches and Offices falling under following RBO	Minimum Floor Price (Ceiling) Below which bids will be rejected	Upper Ceiling Price above which bids will not be accepted	Opening Prices in Rs.	Bid Decrement in Rs.	Opening Time	Closing Time
1	A	LHO/GUEST HOUSE/VIP RESIDENCE	4.72 % (Rs.14.97 lacs)	10	Will be displayed on Auction screen		As above	As above



**Process Compliance Form (PCF) (Annexure IIA)**

(The vendors are required to print this on their company's letter head and sign, stamp before emailing)

Date:

To,  
E-Procurement Technologies Limited (ETL)  
A-201/208, Wall Street - II,  
Opp. Orient Club, Nr. Gujarat College,  
Ahmedabad - 380 006. Gujarat State, India

**Sub: Agreement to the Process related Terms and Conditions for the e-auction of <Annual Maintenance Contract (AMC) for Hardware, Software and Networking Items Installed at Local Head Office/Guest House/vip residence Vide NIT No. SBI/ITS/AMC/LHO/2020-21/01>**

Dear Respective User,

This has reference to the Terms& Conditions for the e-auction mentioned in the Tender document / RFP for the **<Annual Maintenance Contract (AMC) for Hardware, Software and Networking Items Installed at Local Head Office/Guest House/vip residence Vide NIT No. SBI/ITS/AMC/LHO/2020-21/01>**

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have read examined and understood the RFP / e-Auction documents pertaining to this event and have no reservations to the same.

- 3) We have studied all the terms & condition, commercial terms, the Business Rules governing the e-auction as mentioned in RFP (if any) and understood the RFP / e-Auction Business Rules documents (if any) pertaining to this event, and confirm our agreement to them.
- 4) We confirm that before participating in e-Auction event, we will arrange and check a Minimum System Pre-requisite to e-Auctioning well in advance before starting of the e-Auction. E.g., Operating System, Installation of a Valid Digital Signature Certificate (DSC if applicable), Internet Explorer Browser Active-X Control settings to access the e-Auction portal smoothly as per Minimum System requirement which will be available on homepage of the e-Procurement website.
- 5) We agree that we shall change the password on receipt by us and keep it confidential. We agree that I shall not hold e-Procurement Technologies Limited (EPTL) responsible in any way for any losses that may be suffered by us because of disclosure of the password to any other person.
- 6) We also confirm that we have taken the training on the e-auction tool and have understood the entire functionality of the same thoroughly including all scenarios & available features for bidding pertaining to e-auction event.
- 7) We confirm that Dept. / Tendering Authority and EPTL (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problem with the PC, any other unforeseen circumstances etc. before or during the e-auction event.
- 8) In case of Digital Signature Certificate (DSC) based login to the e-Auction/e-Tender/event, we also confirm that we have a valid DSC issued by a valid Certifying Authority (approved by Controller of Certifying Authorities) in INDIA.
- 9) We take a note as advised by you related not to wait till last minute or last few seconds to submit valid bid to avoid any complication related to loss of internet connectivity, electricity failure, virus attack, network problem, system crash down, problem with the PC, any other unforeseen circumstances etc....Neither Department / Tendering Authority nor Service Provider (EPTL) are responsible for any unforeseen circumstance.
- 10) We also confirm that we will e-mail the price confirmation & break up of our quoted price to the Dept. / EPTL as per Annexures (if applicable) within 24 hours of the completion of the e-auction and the format as requested by Dept. / EPTL.
- 11) We, hereby confirm that we will honor the Bids placed by us during the auction process. Bid cannot be cancelled / withdrawn and we shall be bound to collecting / supply at your final bid price. If we back out and or collecting / supply as per the rates quoted, Dept. / Tendering Authority shall take action as appropriate.
- 12) We confirm that we have not changed or deleted any clauses in this Process Compliance Form (PCF) and submitting the same to the service provider / Dept. as it is duly stamped and signed. In addition, if any changes found in submitted PCF or in this Business

Rules Document (if any) before or after completion of the Sealed Bid (if any) or e-Auction then Dept. / Service provider may take an appropriate action against us.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on [nisarg.thakkar@auctiontiger.net](mailto:nisarg.thakkar@auctiontiger.net)> AND mark a copy to [cmits.lhoguw@sbi.co.in](mailto:cmits.lhoguw@sbi.co.in)

**(E) Price Confirmation Letter (Annexure IIIA)**

(The Vendors are required to print this on their company's letter head and sign, stamp before emailing)

To,  
E-Procurement Technologies Limited (ETL)  
A-201/208, Wall Street - II,  
Opp. Orient Club, Nr. Gujarat College,  
Ahmedabad - 380 006. Gujarat State, India

Sub: Final price quoted during English Reverse Rank Auction for **State Bank of India Local Head office/SBI GUEST HOUSE/VIP RESIDENCE**

English Reverse Rank Auction Date:

Dear Sir,

We confirm that we have quoted.

SI No	CLUSTER	CLUSTER NAME	Price Quoted
1	A	LHO/GUEST HOUSE/VIP RESIDENCE	

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For \_\_\_\_\_

Name:

Company:

Seal:

Date:

**NOTE 1:** THE RATE QUOTED BY THE VENDOR WILL BE VALID FOR THE ENTIRE PERIOD OF CONTRACT

**NOTE 2:** The Rate Quoted is excluding GST but inclusive of all other taxes and duties

**NOTE 3:** The SBI LHO Guwahati proposes to allocate about 01 clusters of Local Head Office of the Bank for Annual Maintenance Services among vendors in the following manner, provided they are willing to match the L1 price:

- i. All the empaneled vendors will have to participate in the Reverse auction .

E-Procurement Technologies Ltd.	State Bank of India
<p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Contact Person: Nisarg Thakkar nisarg.thakkar@auctiontiger.net Contact No- 079 68136805 Mobile no-635-491-9566</p> <p>Helpdesk Number for Bidders: —</p>	<p>STATE BANK OF INDIA ASSISTANT GENERAL MANAGER (ITSS) SBI, LHO GUWAHATI</p> <p>Officer Name: - Mr. Anshul Francis Bando Email id: - <a href="mailto:anshul.bando@sbi.co.in">anshul.bando@sbi.co.in</a> Contact No:- 0361 -2237633 Department:- ITSS</p>

**Contact Information**

**ANNEXURE- IV**

**STATE BANK OF INDIA  
Request For Proposal (RFP)**

**For  
Annual Maintenance Contract  
of Hardware Installed At  
Local Head office/Guest House/VIP Residence  
of  
State Bank of India, North Eastern Circle**

**STATE BANK OF INDIA  
ITS DEPARTMENT  
LOCAL HEAD OFFICE  
GUWAHATI-781006**

## **INTRODUCTION**

### **Background**

State Bank of India, Local Head Office, Guwahati proposes to fix the AMC rates through Reverse Auction for maintenance of CBS hardware, PCs, Laptops, peripherals and other hardware items at **Local Head office/Guest House/VIP Residence**

### **Requirement details**

Annual maintenance of Computer hardware, PCs, Laptops, peripherals and other hardware items at **Local Head office/Guest House/ VIP Residence**

as per the terms and conditions in the Agreement for **Maintenance** of Computers & Peripherals and other Electronic Equipment given in ANNEXURE- B and other terms and conditions mentioned in elsewhere in the Bid document.

### **(A) Bidder Eligibility Criteria**

VENDORS EMPANELLED BY STATE BANK OF INDIA, LOCAL HEAD OFFICE, GUWAHATI IN DUE EMPANELMENT PROCEDURE IN THE MONTH OF NOVEMBER 2019.

#### **Two Stage Bidding Process**

The response to the present tender will be submitted by way of two stage bidding process. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this RFP will be submitted online through M/s e-Procurement Technologies Ltd. The technically qualified vendors should express their willingness to participate in the online auction to be conducted by M/s e-Procurement Technologies Ltd. The vendors will be trained by M/s e-Procurement Technologies Ltd for this purpose, and they should also express their willingness to abide by the E-business rules framed by the Bank in consultation with M/s e-Procurement Technologies Ltd. A copy of E-business rules is enclosed with this document.

ITS Department

State Bank of India



Local Head Office,  
Guwahati-781006

<b>AMC OF IT HW SERVICES &amp; SUPPORT - BIDDER PROFILE FORM</b>		
1. Name of Company:		
2. Registered Address (in Full):		
3. Registration Number :	4. GST No.	
5. Legal Status (Public/Private Limited Co.s/Partnership/Proprietorship)		
6. Name of Director(s) & Contacts		
7. Name of Authorized Signatories :		
8. Year Established:	9. Number of Employees in North East States (in Computer Hardware AMC Business): Details to be given As per Annexure	10. Turn Over (In Crores)

14. Name , Contact & email ID of Contact person for Tender process :		

ITS Department  
State Bank of India  
Local Head Office,  
Guwahati-781006

**COMPLIANCE STATEMENT**

**(B) DECLARATION**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure, addendum and corrigendum. We shall participate in the on-line auction conducted by M/s e-Procurement Technologies Ltd. We shall also abide by the Business Rules prescribed for online auction.

**Signature and Seal of Bidder**

**TO  
ITS DEPARTMENT  
STATE BANK OF INDIA,  
LOCAL HEAD OFFICE,  
GUWAHATI-781006  
PHONE: 2237633**

Sir,

**TECHNICAL OFFER BID FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTER HARDWARE, SOFTWARE AND NETWORKING  
ITEMS INSTALLED AT Local Head office/Guest House/VIP Residence**

We submit our Technical offer Bid Document herewith.

We understand that

- We shall participate and submit the commercial bid through online auction to be conducted by M/s e-Procurement Technologies Ltd, on the date advised to us.
- You are not bound to accept the lowest or any bid received in the online auction by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, the bid submitted in the online auction shall constitute a binding contract between us.
- If our bid submitted in the online auction is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

- Vendor means the bidder who is decided and declared so after examination of commercial bids.
- The names of shortlisted bidders after the completion of first stage (Technical Bid), and the names of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid through online auction), shall be informed by email/Telephone.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Yours faithfully

For \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

To  
e-Procurement Technologies Ltd. (abcprocure)  
A - 201, Wall Street - 2,  
Ellisbridge, Ahmedabad - 380 006.  
Gujarat State, India

1. Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions of the Reverse Auction for **Annual Maintenance Contract of Computer Hardware, Software and Networking items installed at Local Head office/Guest House/VIP Residence**

. This letter is to confirm that:

- (C) The undersigned is authorized representative of the company.
- (D) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in the RFP of SBI as well as this document and confirm our agreement to them.
- (E) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- (F) We confirm that SBI Group and e-Procurement Technologies Ltd (ETL) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- (G) We understand that in the event we are not able to access the auction site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either State Bank Group or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- (H) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- (I) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.  
We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

- **Sign this document and Fax at +91 - 079 - 4001 6876**

**SLA Terms & Conditions for Maintenance Services**

**State Bank of India  
ITS Department, LHO, GUWAHATI.**

**AMC AGREEMENT**

This agreement for *maintenance of Computer Hardware, Software & peripherals and other IT assets* at **Local Head Office(LHO), SBI VIP Residences, SBI Guest Houses in GUWAHATI**, GUWAHATI *circle* or Assam state (hereinafter referred to as '**the Agreement**') made on \_\_\_\_\_ day of \_\_\_\_\_ 2020..

**Between State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at **DISPUR, GUWAHATI 786001** and **Branches/Offices in ASSAM State**, through its **IT SERVICES** Department at **LOCAL HEAD OFFICE, DISPUR, GUWAHATI 786001** hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

**AND**

**M/s**

(Name of the Company)

\_\_\_\_\_ incorporated under **the Companies Act 1956** Act having its registered office at

\_\_\_\_\_ and principal place of business at  
(Place/City)\_\_\_\_\_ and having main office in GUWAHATI at

\_\_\_\_\_ hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successors, executor & permitted assigns of the Second Part.

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

**RECITALS**



## WHEREAS

- i. The Bank is desirous of availing services for repair and maintenance for the computer / electronic equipment viz., Hardware listed in Annexure-1, including Servers / Storages / PCs / Laptops / peripherals / printers / and software including OS, OS Patches Security patches / Advisories / ADS (Active Directory Services) hereto Computer Hardware, Software and peripherals (hereinafter collectively referred to as "EQUIPMENT") installed at **Local Head Office(LHO), SBI VIP Residences, SBI Guest Houses in GUWAHATI** and such other offices which may come up during the period of AMC (hereinafter called the 'PROJECT SITE') as per Financial **Tender No: ITS/AMC IT HW- LHO & Establishments /01 dated 01.01.2021,at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** (Exclusive of GST) on the replacement cost of the EQUIPMENT as amended from time to time, subject to the SBI paying charges to the COMPANY as per the terms and conditions in this agreement .
- ii. The Service Provider has agreed to provide the services as may be required by the Bank
- iii. **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. **Capitalised Terms** : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

1. "**Agreement**" means this agreement including all its Annexure, Schedules, Appendix and all amendments there in agreed by the Parties in writing.
2. "**AMC**" means *Annual Maintenance Contract*.
3. "**Service**" means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.
4. "**Service Provider**" is *the successful Bidder whose Financial bid has been accepted and whose price as per the Financial bid is the lowest and to whom notification of award has been given by Bank.*
5. "**The Project**" means *maintenance of computer hardware / software & services at Branches/offices in ASSAM State*

6. **"The Project Site"** means Branches/offices/establishments of the State Bank of India in ASSAM State where the maintenance services are to be provided.
7. **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
8. **"The Equipment"** means all the hardware/software and /or services for which the Service Provider is required to provide comprehensive maintenance services to the bank under the Contract.
9. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

## 1.2 Interpretations:

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

## 2. COMMENCEMENT & TERM

1. This Agreement is effective from the **1st day of JANUARY, 2021** for a period of twenty four (24) months **up to the 31st day of December , 2022**, unless there is intimation in writing from SBI to extend the contract and acceptance by the COMPANY, for a further period of 12 months on the same terms and conditions, the present agreement will be deemed to be terminated at the midnight of **31<sup>st</sup> December, 2022**. This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from **01.01.2021** (Effective Date).

2.2 This Agreement shall be in force for a period of TWO year(s), unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of ONE year on the same terms and conditions.

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

2.5 Upon termination or after expiration of this Agreement each party shall forthwith return all papers, material and other properties held by the parties to the contractor the purpose of execution of this Agreement. In addition, each party shall assist the other party in the orderly termination of this Agreement on the transfer of all aspects thereof, tangible and intangible, as may be necessary, for an orderly, business continuation of parties to the contract, without causing any disruption in their working.

2.6 Individual items of EQUIPMENT, and repair and maintenance service charge on such EQUIPMENT, may be added to or withdrawn from Annexure-1 of this Agreement by mutual written consent of both parties, PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of equipment [*including expired warranty items from the date of expiry of warranty*], are added to Annexure-1, it may involve additional maintenance charges. Likewise in the event that individual items of EQUIPMENT are withdrawn from Annexure, as described herein, then AMC charges on such EQUIPMENT shall stand proportionately reduced from the invoice bill for AMC charges at the end of the relative quarter. Such increase or decrease of AMC value on account of addition or deletion of hardware (other than those coming under automatic AMC on expiry of warranty) has to be mutually communicated by branch / office and AMC service provider in advance.

### 3.SCOPE OF AMC SERVICES:

3.1 The Circle-wide rate contract shall cover the various equipment for Annual Maintenance Support Services for installed / upcoming desktop PCs, laptop PC Systems, Printers, Servers, Scanners, associated Peripherals at **Local Head Office, SBI Guest houses , SBI VIP residences** in GUWAHATI.

Annual Maintenance Support Services shall cover Maintenance & repair of IT Systems inclusive of CPU unit, TFT/CRT (Monitors of all sizes) units & components, motherboard, processor, SMPS, CMOS Battery, Power Cords, power & other Adapters, Keyboard, Mouse, Printers -Inclusive of all accessories like Teflon, logic card, (except printer consumables like toner/ink cartridges) and any other components/accessories as installed/available wherever available and installed, upcoming Servers/peripherals during the Contract period. The same rates shall be used for adding a new hardware under AMC in future. For the hardware covered at an interim date, the AMC cost shall be calculated on pro-rata basis. The Scope of Work mentioned herein is only a broad guideline for AMC services, which includes all these activities under the Contract.

- i. To keep all the covered IT systems and associated peripherals neat, tidy and under proper working order. A unit of desktop PC includes CPU unit, TFT/CRT (Monitors of all sizes), keyboard & Mouse, network cards, webcam, motherboard, processor, smps, c-mos battery, etc and any other components/accessories as installed/available. Printers etc shall include power and other adaptors, logic cards, cords and all parts/components, (except consumables like ribbon/toner/cartridges). The Service Provider shall however, be required to attend to all the attached peripherals.
- ii. Different types of hardware shall include all types of logic cards, power adaptors etc. Scanners shall include all parts/components of the scanner including the scanning unit, ADF, power adaptors and other types of adaptors etc and all other components along with the scanner unit. Line matrix printers shall include all components including logic cards and all other components, cords, cables, adaptors etc (except printer consumables like toner/ink cartridges). Printers shall also include print servers attached to the printers wherever available.
- iii. To diagnose defects, undertake repair / rectification of defects and to carry out on call, corrective, preventive and breakdown maintenance services to set right the reported malfunctioning of the systems. This includes replacement of all defective / unserviceable parts & accessories of Systems / Peripherals etc. like CPU, Mother board, RAM, Hard disk, network cards, network cards, Power supply, PC & Printer interface cords/cables/adaptors, Power Adapters for the Laptop PCs/printers/Modems/speakers and all other peripherals, cords, cables etc, DeskJet/LaserJet/line matrix/dot matrix printer components including power cords and adaptors and all other components (except printer consumables like toner/ink cartridges), scanners (including ADF etc), etc and all their components, parts and accessories. Service Provider shall make his own arrangements of bringing all required tools at SBI Branch/Office premises.
- iv. After repair, the Service Provider shall bring the machine to its satisfactory & acceptable working condition. Used / sub standard / repaired Spare parts in lieu of irreparable components will not be accepted by SBI as a spare parts replacement. The Service Provider shall make his own arrangements for bringing the spare parts, software tools & testing equipments for providing the services. The Service Provider shall maintain sufficient inventory of frequently required new & genuine spare parts like Power supply, Hard disks (all types as fitted with

the system), Keyboard, TFT/CRTs (Monitors of all sizes), Mouse, device drivers, various cables, connectors and other spare parts etc., to ensure uptime of Systems / Subsystems & Peripherals as per SLA defined at various locations of SBI.

- v. The Service Provider shall ensure uninterrupted availability of new & genuine spare parts of PCs, Printers, Scanners, & other Peripherals. Service Provider must be having sufficient expertise & required resources available for prompt maintaining / servicing / repairing of PCs & Peripherals.
- vi. If any component of a System / Sub-system gives repeated / recurring problems, resulting in recurring failure of the System then it must be immediately replaced by the Service Provider with new & genuine spare parts.
- vii. Few Systems / Peripherals, covered under AMC are installed at the residence of senior officers of SBI .If required, Service Provider shall be required to attend the maintenance calls at their residence.
- viii. Laptops are inclusive of adaptors etc. (excluding Laptop Batteries).
- ix. AMC shall cover maintenance/ up gradation/ change/ replacement / installation / loading / unloading of all type of software / operating system purchased by the bank (existing / new) on existing HDD and on new HDD including shifting of data in case of new installation or HDD crash and bring the systems under the Banks's ADS (Active Directory Services). *However, the user has the responsibility to help the engineer of the AMC Service Provider in identifying the data to be copied.*
- x. The AMC Service Provider may help in implementing patches / upgrades / updates for Hardware / Software / OS / Middleware etc as and when release by the Service Provider/OEM or as per requirements of the Bank.
- xi. AMC Service Provider has to support older versions of the software / Hardware / OS/ Middleware etc in case the Bank chooses not to upgrade to latest version.
- xii. AMC shall cover all the equipments under contract i.e. computers hardware / peripherals/ software, networking components etc.
- xiii. The AMC Service Provider will maintain inventory of equipment at all locations with *identified machine no & IP number and all machines under AMC will bear tags with machine no.,IP Number & AMC Service Provider Name & contact.* The quarterly AMC payment will be made on the basis of the inventory. Further the Service Provider will provide the detailed inventory of the equipments of LHO & Establishments (under AMC/Warranty) in the *Bank provided format.*

#### 4 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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.**

4.2.1 Nil

**4.3 Additional Representation and Warranties by Service Provider.**

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

4.3.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

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

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

4.3.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless

such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

## **5 RESPONSIBILITIES OF THE BANK**

### **5.1 CHARGES**

5.1.1 The **AMC charges payable in arrears by SBI to THE COMPANY for the repair and maintenance services described herein, are quantified in lump sum cost @ Rs. \_\_\_\_\_ (Exclusive of GST) per annum, on** the replacement cost of the EQUIPMENT as provided in the approved TENDER annexure attached; and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY. No charges however, would be payable on the EQUIPMENT which are under WARRANTY.

## **6 RESPONSIBILITIES OF THE SERVICE PROVIDER**

### **6.1 REPAIR AND MAINTENANCE SERVICE :**

a) During the term of this Agreement THE COMPANY agrees to maintain the EQUIPMENT in good working order *with a view to ensure business continuity of SBI* and for this purpose will provide the following repair and maintenance service:

6.1.1. THE COMPANY shall correct any faults and failure in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT during the period SBI's branch/office work for keeping its records up to date. The day's functioning of the branch /office may extend beyond normal working hours of the Bank under such contingencies.

- i. In case, where unserviceable parts of the EQUIPMENTS need replacement the vendor shall replace such parts [which include parts relating to all Printers [viz. *Printer bands*, Plastic Part, Sprockets, Camage Block, Teflon Sleeve], *Power Cords and all other* parts [not enumerated as exception hereunder] at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. Provided that if the Vendor is required to replace consumables, being printer ribbons, printer toner, magnetic tape reels, Cartridges, cassettes, exchangeable disk packs, floppy disks, *Pen drives*, CDs, DVDs, *Data Cable*, *Laptop Battery*, *Network Patch Cord* these will incur an additional charge.
- ii. THE COMPANY shall provide list of all the critical spares *in general and following items in particular of standard quality*, kept exclusively for the SBI and also ensure and maintain sufficient stock of the same on an ongoing basis at the identified / designated service center and / or *Banks' Premises as mutually agreed to between SBI and COMPANY* and ensure that the faulty spares are immediately replaced by them at the time of preventive maintenance or at the time of system break-down and the computer system is made operational without any delay.

6.1.2 During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

i) The Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.

ii) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.

iii) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days. Vendors should ensure a minimum uptime of 99% for Servers, Line printers and Pass book printers. They should ensure 95% uptime for other items of hardware.

iv) The COMPANY should maintain sufficient stock of spares of all IT Assets under AMC and the stock of spares kept by the COMPANY at agreed locations will be subject to inspection periodically by Authorised Bank officials of the Branches/Offices.

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

b) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to SBI in proper working condition for **99% in the case of Servers / Line / Laser/ Draft / TDR /Pass Book Printers/ CTS scanner/ CKYC Scanner and 95% in the case of Nodes, other Printers, PCs, Laptops, etc.** of the up-time in every quarter. *The total **UP-TIME** hours of the Branch / Office will be taken as 2160 hours [90 days x 24 hours] in the quarter for the purpose of arriving at the relative permissible **UP-TIME** hours level of the computer systems at the branch / office.*

c) *THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone or email, or written communication*



from SBI so that the **lead-time** for carrying out repairs of the EQUIPMENT and making it operational, does not exceed **4 hours** (i.e. 2 hours of travel [which is outer limit and can be less] and 2 hours of repair time). The COMPANY to ensure that the **UP-TIME** of the EQUIPMENT will be **99% in the case of Servers / Line / Laser / Draft / TDR / Pass Book / Receipt Printers and 95% in the case of Nodes, other Printers, PCs, Laptops, etc.** Proportionate penalty will be levied for every hour of delay beyond the stipulated **Down-Time i.e. 1% in the case of Servers / Line / Laser / Draft / TDR / Pass Book / Receipt Printers and 5% in the case of Nodes, other Printers, PCs, Laptops, etc.** The amount will be deducted from the quarterly AMC payable to the COMPANY. Call logging by Project Sites with the company shall be through the escalation matrix submitted by each company at the time of participation in the tender. Any change in the call login process shall be only through mutually agreed terms.

- i. Proportionate penalty will be charged if the above uptime is not maintained. The total downtime at a branch will be calculated based on the period an item was not working with respect to the total working time in a full quarter. A maximum penalty of 20% of the AMC value for the system is liable to be levied for the total downtime so calculated.

Quarterly: Down Time: Penalty Calculation for above clause

<i>Down Time</i>	<i>Hours which will be counted from time of reporting the maintenance call by the SBI to the Company till the resolution of the problem / operationalisation of Computer System</i>
<i>Coverage Hours [i.e. 100% uptime]</i>	<i>Uptime commitment per day x No. Of committed Days i.e. 24 hours x 90 days</i>
<i>Uptime Actual</i>	$\frac{(Coverage\ Hours\ Minus\ Down\ Time)}{Coverage\ Hours} \times 100$

e.g. : On four occasions [of which two occasion downtime beyond 4 hours] aggregating Down Time for One Server and One PC is 130 hours during the One Quarter and presuming AMC Rate of 5 % p.a.

	<b>Server</b>	<b>PC</b>
<i>Down Time</i>	130 hours	130 hours
<i>Coverage Hours</i>	24 hours x 90 days = 2160	24 hours x 90 days = 2160
<i>Uptime</i>	= $\frac{(2160-130)}{2160} = 93.98\%$	= $\frac{(2160-130)}{2160} = 93.98\%$
<b><u>Penalty</u></b>		
<i>Replacement cost</i>	Rs.83516	Rs.28785
<i>AMC Rate</i>	5 % p.a.	5 % p.a.
<i>Quarterly Amount</i>	$83516*(5/100)/4 = 1043.95$	$28785*(5/100)/4 = 359.81$
<i>Required Uptime</i>	99 %	95 %
<i>% for Penalty</i>	$99 - 93.98 = 5.02 \%$	$95 - 93.98 = 1.02\%$
<i>Penalty Downtime</i>	$Rs.(1043.95*5.02/100)*4 = 190.36$	$Rs.(359.81*1.02/100) * 4 = 14.68$
<i>Total Penalty Rs</i>	$190.36+ 100 = 290.36$	$14.68+ 100 = 114.68$

- d) THE COMPANY shall carryout **Preventive Maintenance** (including but not limited to inspection, testing, satisfactory conduct of all diagnostics, *anti-virus updates, update OS patches / Service packs*, cleaning of the EQUIPMENT, and necessary repairing of the EQUIPMENT) **every Quarter**, during the currency of this Agreement, on a day and a time to be mutually agreed upon. Notwithstanding the foregoing, THE COMPANY recognizes SBI's operational needs and agrees that SBI shall have the right to require THE COMPANY to adjourn Preventive Maintenance from any scheduled time to a subsequent date and time, not later than fifteen working days thereafter. ***In the event of failure on the part of COMPANY to undertake Preventive Maintenance once in Quarter, a penalty of 20 % of AMC Cost will be deducted from relative Invoice at the discretion of SBI.***
- e) All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this Agreement, shall be made to the EQUIPMENT at NO COST TO SBI.
- f) All repair and maintenance service described herein shall be performed by qualified maintenance engineers thoroughly familiar with the EQUIPMENT.
- g) THE COMPANY shall ensure that *One Engineer conversant with software as well as hardware solutions [including Computer Hardware, Printers, LAN, WAN, Internet, Intranet, Windows, Anti-Virus, Netware, Microsoft OS, Linux, etc] as provided in the approved TENDER annexure attached, is available at Bank's Site/email. The Engineer should be technically qualified, a degree / diploma (computer engineering or in the allied fields of engineering) holder, 2/3years experienced and dedicated for SBI use only, during normal working hours – between 9.00 a.m. to 7.00 p.m. (except in special emergency circumstances the working hours may be extended) and shall report to and operate from a designated SBI branch / office location as provided in the approved TENDER annexure attached. The engineers will be provided with a cell phone by the COMPANY to enable tracing & call routing. Leave substitute arrangement has to be done by the COMPANY.*
- h) THE COMPANY shall maintain at SBI's site, a written maintenance and repair log / *service card*, and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work [i.e. Downtime] and nature of repair work performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive

Maintenance. The employee of THE COMPANY shall get the signature of Branch Manager or Official, in charge of the office or any other person authorized to authenticate the log. SBI shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their communication to THE COMPANY.

- i) IF THE COMPANY failed to carry out repair works *before the end of 3rd business day after lodgment of complaint (without reckoning the date of complaint)* and puts the BANK in a situation where the BANK is compelled to get the repair work done from a third party maybe at a higher cost than otherwise payable to THE COMPANY, such cost will be recovered from the company by paying reduced AMC charges equivalent to extra cost except cost of consumable parts.
- j) *The Company shall load / unload / reload and configure operating systems and / or any other specific system software / utilities as the case may be in EQUIPMENT covered under AMC at no extra cost to the SBI, whenever need arises (Such software media will be provided by the branch / office).*
- k) *The COMPANY shall be responsible for and ensure regular installation / maintenance /trouble shooting / ADS (Active Directory Services) / patches / security patches/ advisories/service packs / VM Ware/ BPA Client/ updates of Software like Antivirus System, Windows OS, MS office, creating groups; setting up of email on outlook express / Microsoft outlook / NAC Client etc., and allocation of rights in case of LAN etc.; especially Antivirus / Windows / updates /patches which will be provided by the actual supplier / SBI from time to time and on the modalities decided by the Bank.*
- l) *The COMPANY shall repair / replace parts at on-site at branch / office only. The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs. If the fault is of serious nature and requires the support of the Service Centre of the COMPANY, thereby necessitating shifting of the equipment, the COMPANY shall attend to shifting /transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) **at no additional cost to the Bank.***
- m) *The COMPANY should assist the SBI to recover the data whenever possible, free of cost, in case of Hard Disk crash of any EQUIPMENT under its AMC .*
- n) *The COMPANY shall certify that the repair and maintenance services / products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The COMPANY shall indemnify the SBI from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.*
- o) The Bank reserves the right to claim as damages from the COMPANY to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the COMPANY, damage has been caused to computer system covered by the AMC.
- p) *The EMD (Earnest Money Deposit) towards Performance security obtained at the time of Tender can be forfeited in full or part at any of the undernoted situations at the sole discretion of the SBI under intimation to THE COMPANY without assigning any reasons besides termination of services of THE COMPANY from the Cluster.*
- i) *Non-compliance of any of terms and conditions stipulated in the AGREEMENT requiring the Bank to invoke the penalty of more than 20 % of AMC payable in Quarter.*

ii) *Non-placement of qualified-experienced Engineers at Bank's Site and /or Engineers on the move stipulated in the Tender.*

iii) *Non-keeping the required spares at locations mutually agreed.*

q) Vendors have to input details of assets under AMC in a portal made available in the Banks intranet website which will generate the AMC value based on the pre fed asset value and the related contract note which shall be signed by both parties i.e. the Branch head and the authorized person of the vendor

r) Replacement value of the assets for calculation of AMC value shall be as per the latest Price discovery made by the Bank.

s) Each IT asset has to be assigned a unique reference ID. capturing the asset Configuration and the ID shall be labeled on the face of the asset.

t) Key personnel from the Bank shall be allowed to visit the Call-Centre, to assess and review the adequacy of infrastructure deployed for call logging.

u) The Company / Vendor shall be obliged to submit call log report at monthly intervals and preventive maintenance reports at quarterly intervals, to the designated official in a specified format.

v) The **Vendor should provide Four (04) exclusive resident Service Engineers at SBI,LHO, GUWAHATI** on all working days during the entire AMC period. The Engineers should be equipped with mobile phones. The vendor should not provide service through franchisees.

w) The Bank shall maintain a register at its site in which, the Bank's supervisor shall record each event of failure / malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report as per specimen enclosed shall be handed over to the Bank's official. If the report is not submitted, the AMC amount for that quarter will be withheld.

x) The system support facilities should be made available to the Project Site on all the Bank working days for whole day till late evening/nights and ensure that the problems are solved positively and without any delay. In case THE COMPANY is having regular holidays (full/half day) when actually Bank is working, THE COMPANY will ensure that qualified technical personnel with sufficient spares are regularly available at specified office or at the Branch for providing necessary supports as above. In the event of failure to meet the stipulation, the Bank will have discretion to deduct the penalty amount as provided in AMC agreement of the AMC payment / installment payable to THE COMPANY by the BANK. THE COMPANY will provide *escalation matrix* with the list of important marketing / support executives and engineers with addresses and telephone numbers which should be updated from time to time.

6.2 Any worn out or defective parts withdrawn from the EQUIPMENT and replaced by THECOMPANY shall become the property of THE COMPANY, and the parts replacing the withdrawn parts shall become the property of SBI.

6.3 THE COMPANY's maintenance personnel shall, subject to clause 7 herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.

1. SBI shall be within its authority to shift the EQUIPMENT, if warranted, to an alternate site and installed thereat during the currency of the Agreement without prior written notice to THE COMPANY. However, if SBI desires to shift the EQUIPMENT, in full or in part, to a new site and install it thereat urgently, THE COMPANY shall be informed of the same immediately. SBI shall bear the charges for such shifting and THE COMPANY shall provide necessary assistance and support including the installation of shifted EQUIPMENT in the new place, to SBI in doing so. This Agreement, after such shifting and reinstallation of the EQUIPMENT would continue to be binding on THE COMPANY and SBI, depending on the new location the EQUIPMENT is shifted to and within the area of the COMPANY's area of operation and subject to clause 6.5 herein.
  
2. SBI will have the right to disconnect / connect / integrate / substitute peripherals such as printers, etc. acquired from another vendor. Further, SBI may install electronic components such as circuit cards, etc. to enhance the system's performance, and the peripherals, components etc., referred to as above may be acquired by SBI either from THE COMPANY or from third party after prior consultation with THE COMPANY, who would provide necessary guidance and support in the matter. *Further, SBI reserves the right to procure same item from THECOMPANY as per the latest rate finalized rate Contract.*

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

## 6.7 TERMS OF INVOICES SUBMITTED BY THE COMPANY:

---

THE COMPANY shall submit to SBI their invoices for the payment of the above charges at the end of each quarter period indicated in **Clauses 5.1.1** of this Agreement and taking into account additions, deletions, transfer of EQUIPMENT from the Project Sites as stated in Annexure 2 (Locations/clusters as per RFP). Such invoice (s) shall be payable, within thirty (30) days of submission of the invoice, *after adjusting penalty(ies) if any in terms of clause 6 of this Agreement.*

All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the terms of this Agreement, enter into arrangements with customers of similar industry providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed amended to provide service on the items to SBI.

6.8 Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house. provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service. Such additions or deletion of hardware in/from **SBI, LHO & Establishments, GUWAHATI** would not entail in revision of AMC amount.

6.9 The vendor should carry out the installation / monitoring the updates of Anti-Virus Software in the all the systems and servers at Project Sites. This activity has to be carried out whenever there is a change in the configuration of systems due to formatting, re-installation of Operating Systems (OS) etc., at the Site. The Anti-Virus software will be provided by the Bank. The vendor will also be responsible for ensuring that the systems are put on Active Directory (ADS). Vendors should also carry out installation of Operating System in nodes and server as and when there is a need.

## 7 CONFIDENTIALITY

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

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

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

7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (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 *(iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.*

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

7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, 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.

7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.

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

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

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

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

7.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

7.8 THE COMPANY acknowledge that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof , consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to SBI. THE COMPANY agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other person or party. THE COMPANY shall ensure that each and every one of its employees / personnel complies with obligation of nondisclosure and non-use of confidential information to which they get access while working for the COMPANY as per this agreement. THE COMPANY hereby agrees to indemnify the BANK and hereby keeps the BANK indemnified against all action, claims, damages, costs, etc. which the BANK may incur or suffer on account of failure on the part of THE COMPANY or any of its employees, agents, personnel, to comply with the obligations envisaged in this clause.



## **8 RELATIONSHIP BETWEEN THE PARTIES.**

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

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

8.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

8.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

8.5 All the obligations towards the 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.

## **9 SUB-CONTRACTING**

9.1 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.

9.2 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.

9.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.

9.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

9.5 Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

9.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

## **10 PERFORMANCE GUARANTEE & PENALTY**

10.1 The Service Provider has to furnish a performance guarantee for an amount of **Rs.1,00,000/-** (Rupees Five lakhs only) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank

10.2 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

10.3 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.

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

10.5 The Service Provider shall be liable to pay penalty in respect of any delay beyond the permitted period in providing the Services, at the rate mentioned as per Tender.

10.5.1 The **rate of penalty is as per this Agreement.**

10.6 The Bank reserves the right to terminate the AMC at the end of quarter and awarded the same to the next eligible vendor, if the quality of the service rendered is inadequate. In such an event, the next eligible vendor should match the L-1 rates for that cluster

10.7 The selected Bidder shall carry out all installation tasks in coordination with the ITS Department, depending on the Bank's requirement.

10.8 The selected Bidder shall undertake, during the period of contract, if required by the Bank, the relocation / shifting of the equipment.

10.9 The selected Bidder shall undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies

## **11 FORCE MAJEURE**

11.1 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.

11.2 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.

The parties shall use all reasonable endeavours to minimize any such delay, upon cessation of the event giving rise to the delay the parties shall, insofar as may be practicable under the circumstances, complete performance of their respective obligations hereunder.

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

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

11.5 Notwithstanding the foregoing, if any of the above mentioned events shall include THE COMPANY from meeting any or all of the its obligations hereunder, for a period of more than 3 (three) months , from the date of occurrence of such event, it shall be open to Bank to terminate this Agreement.

## **12 COMPLIANCE WITH LAWS.**

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

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

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

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

## **13 RIGHT TO AUDIT**

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

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

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

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

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

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

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

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

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

## 14 FEES, TAXES DUTIES & PAYMENTS

14.1 Service Provider 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.

(a) Payment shall be made in Indian Rupees.

(b) **Payment of AMC will be made by ITS, LHO, GUWAHATI quarterly in arrear within 30 days after the receipt of the Invoice** after the deduction of penalty charges, if any, imposed by the Bank.

(c) GST applicable to be mentioned separately.

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

14.2 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THECOMPANY to any of its present customers. If THE COMPANY shall, during the terms of this Agreement, enter into arrangements with customers of similar industry providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed amended to provide service on the items to SBI.

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

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

## 15 GENERAL INDEMNITY

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

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

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

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

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

15.4.2 The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

## 16 TERMINATION

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

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

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

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

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

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

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

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

16.2.6 If Service Provider is owned/ taken over/merged/amalgamated by any other entity in India or abroad.

16.2.7 If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the Bank.

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

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

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

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

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

16.7 In the event of termination of contract by the Bank, no compensation shall be payable to the Service Provider for the residual period of the contract.

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

17.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

17.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

17.2.1 In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.

17.2.2 In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

## **18 ARBITRATION**

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

18.2 The place of arbitration shall be at **GUWAHATI** 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.

18.3 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.

18.4 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.

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

18.6 In case of any conflict in the corresponding clause of Request for Proposal, the clauses in this Agreement shall prevail.

## 19 GOVERNING LAW & JURISDICTION

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

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

## 20 ENTIRE AGREEMENT

20.1 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.

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

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

(i) This Agreement with all Annexures

- i. Financial Tender No. ITS/AMC IT HW-LHO & Establishments / 2 dated 01.07.2020 for annual maintenance contract (AMC) of Computer Hardware, Software and peripherals installed at all Project Sites of State Bank of India under GUWAHATI Circle and subsequent corrigendum and clarifications.



## **21 SEVERABILITY**

**21.1 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.**

## **22 NOTICES**

- ii. **22.1 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).**

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

**22.3 Address for communication to the Parties are as under:**

- iii. **22.3.1 To the Bank : The Assistant General Manager (ITS)**

**IT Services Department**

**State Bank of India**

**Local Head Office**

**DISPUR, GUWAHATI – 786001**

- iv.
  - v.
  - vi.
  - vii. **22.3.2 To Service Provider :**
- 

**23.EQUIPMENT ATTACHMENTS:**

SBI shall have the right to make changes and attachments to the EQUIPMENT, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE COMPANY cost of the performing repair and maintenance service.

**24. SECURITY**

THE AMC SERVICE PROVIDER agrees that the company and its personnel will at all times comply with all security regulations in effect from time to time at SBI's premises and externally for materials belonging to SBI.

The Service Provider should comply with Bank's IT Policy and IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:

- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Service Provider
- Physical Security of the facilities
- Physical and logical separation from other customers of the Service Provider
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/Protection requirement of the Bank

**25 LIABILITIES AND INDEMNITIES:**

THE COMPANY represents and warrants that the repair and maintenance service/product hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other persons or other entity. THE COMPANY agrees that it will, and hereby does, indemnify SBI from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

## **26 BUSINESS TERMINATION:**

In the event that THE COMPANY ceases to carry on its business activities due to an order of winding up or its activities stand assigned to the benefit of creditors of the Company which substantially disrupts the services to the Bank, then at the Bank's option this agreement shall be terminated notwithstanding Para 2.1 above and then the Bank shall be at liberty to engage the services of any other company offering similar services. Consequently, on actual basis the Bank shall be at liberty to settle all financial issues between the parties.

## **27 MISCELLANEOUS**

27.1 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.

27.2 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.

27.3 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.

27.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

27.5 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.

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

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

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

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

## **28. GENERAL**

28.1 Marginal notes and headings are for guidance only and are not intended to be read or constructed as part of this Agreement.

28.2 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

28.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

28.4 Words importing the singular include the plural vice-versa.

28.5 The Terms and conditions in this document together with the terms and conditions of the Request for proposal signed by THE COMPANY shall constitute the entire binding contract between THE COMPANY and SBI.

28.6 Annexure to this agreement as may be amended from time to time shall be deemed to be part and parcel of this agreement.

*28.7 The COMPANY shall ensure compliance to all obligations arising under the Contract Labor (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other labor laws prevailing in the country. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the contractor, the SBI would have the right to reimburse itself by way of adjustment from the COMPANY's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.*

*28.8 The company shall do necessary background check of the engineers assigned to the Bank for conducting AMC services.*

*28.9 The activities carried out in the premises of the Bank, its asset details, or any other information that has come to the notice of the company while discharging their AMC services shall not be disclosed to outsiders.*

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

**State Bank of India**

**Service Provider**

**By:**

**Name:**  
**Designation:**

**Date:**

**WITNESS:**

1 .Signature :

Name :

**By:**

**Name:**  
**Designation:**

**Date:**

**WITNESS:**

2. Signature :

Name :

## ANNEXURE -VI

### 1 . Earnest Money Deposit (EMD)

- a. The Bidder shall furnish, as part of its Bid, an EMD of Rs. 100000/- (Rupees One Lac only).
- a. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- b. The EMD shall be **in the form of a DD/Bankers Cheque, issued** by a Scheduled Commercial Bank in India, drawn **in favour of State Bank of India payable at Guwahati.**
- c. Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
- d. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalisation.
- e. The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the **Performance Bank Guarantee (PBG)** as per **ANNEXURE** for an amount of **Rs. 1,00,000/- lacs (Rs. One lakh only)** per cluster allotted **as per format in ANNEXURE.** The PBG will be for the period of the contract with **claim period of 12 months (1 year) after date of expiry of PBG.** The agreement with the Bank has to be signed and PBG furnished by the Vendor within SEVEN DAYS of the issue of the work o

### 2. The EMD may be forfeited:

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

to sign the Contract; or to furnish Performance Bank Guarantee

A bidder whose EMD money is forfeited will not be allowed to participate in subsequent

price bid / Tender.

**ANNEXURE - VII**

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

**THIS PERFORMANCE 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 Guwahati (procuring office address), hereinafter referred to as "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

**WHEREAS**

State Bank of India, having its Corporate Office at State Bank Bhavan, Madam Cama Road, Mumbai - 400021 (hereinafter called the 'Bank') has invited quotations for supply of hardware, software and services,

1.It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs..... as a Bid Security Performance Bank Guarantee. (Rs.1lac per allotted cluster)

2.M/s. \_\_\_\_\_, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (Rs.1.00Lac per allotted cluster)

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

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

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

2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupees ..... only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the State Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the State Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the State Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that-

(a) Any forbearance or omission on the part of the State Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or

hereunder or granting of any time or showing of any indulgence by the Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupees ..... only)

(b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupees ..... only)

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force upto \_\_\_\_\_ provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

(e) Our liability under these presents/guarantee shall remain in force till \_\_\_\_\_ unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the State Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the State Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

(i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or



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

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

Notwithstanding anything contained herein:

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

Yours faithfully,

For and on behalf of Bank.  
Authorized official

\_\_\_\_\_

**ANNEXURE –VIII**

**Check List:**

SL No	Documents	Attached in Bid (Yes / No)
1	Technical Data submitted as per Annexure – I	
2	Copy of NIT, Disclaimer, Letter to Vendors, All pages of terms& conditions ( <b>Annexure-II</b> ), governing the tender as also <b>Annexure IIA and Annexure III to VII, Annexure-A to G</b> or wherever signature is required has been signed?	
3	<b>Proof of GST registration is enclosed.</b>	
4	Company seal wherever required has been put?	
5	Other Documents as per Tender letter and terms and conditions	
6	Location wise List of service engineers, their name, designation, qualification, experience, period of service with the vendor,	

	mobile/contact number, Provident Fund Index Number and local address are enclosed or not as per Annexure- A?	
<b>7</b>	Terms& Conditions of AMC Agreement (Annexure-V) signed in acceptance and attached	
<b>8</b>	Terms and Conditions of Performance Bank Guarantee signed and accepted and attached (Annexure-VII)	
<b>9</b>	EMD enclosed as per Annexure- VI	
<b>10</b>	Resolution Authorising Signatory is enclosed?	

Immediately on entering AMC agreement, vendor should prepare Branch wise / Office wise Asset List and a copy of which is to be submitted to the respective Branch / Office and also to ITS Deptt in the prescribed format to be provided by the department.

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

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

- 4.1.1 **“The Bank”** means State Bank of India, Subsidiaries and Joint Ventures located in India.
- 4.1.2 **“The Contract”** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.3 **“Vendor”** is the successful Bidder whose technical bid has been accepted and whose price as per the Financial bid is the lowest and to whom notification of award has been given by Bank.
- 4.1.4 **“The Contract Price”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 4.1.5 **“The Equipment”** means all the hardware / software and / or services which the Vendor is required to maintain under the Contract;
- 4.1.6 **“The Services”** means maintenance of hardware and other such obligations of the Vendor covered under the Contract;
- 4.1.7 **“TCC”** means the Terms and Conditions of Contract contained in this section;
- 4.1.8 **“The Project”** means maintenance of computer hardware services for a period of 24 months.

4.1.9 **“The Project Site”** means **Local Head Office(LHO), SBI VIP Residences, SBI Guest Houses in GUWAHATI** of the State Bank of India where the equipment is to be maintained.

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

## **4.2 Payment Terms**

4.2.1 Payment shall be made in Indian Rupees quarterly, in arrears.(for their payment financial quarters will be taken as march, June, September & December for this purpose if the AMC starts as the middle of the quarter then the proportionate bill has to be submitted at the end of particular quarter.

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

## **4.4 Termination for Default**

4.4.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; **Or**

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

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

## **4.5 Force Majeure**

- 4.5.1 Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.5.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts in sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 4.5.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 4.6 Termination for Insolvency :** The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
- 4.7 Termination for Convenience:** The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
- 4.8 Resolution of Disputes :**
- 4.8.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 4.8.2 If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
- 4.8.3 The dispute resolution mechanism to be applied shall be as follows:
- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor.

The third Arbitrator shall be chosen by mutual discussion between the Bank and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.

- (b) Arbitration proceedings shall be held at GUWAHATI, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself;

**4.9 Governing Language :** The governing language shall be English.

**4.10 Applicable Law :** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai.

**4.11 Addresses for Notices**

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

Bank's address for notice purposes:

The Asst. General Manager (ITS)  
STATE BANK OF INDIA, ITS DEPARTMENT, LOCAL HEAD OFFICE,  
DISPUR, GUWAHATI 786001

Vendor's address for notice purposes: **VENDOR SHOULD FURNISH THE ADDRESS HERE BEFORE SUBMITTING THE BID**

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

**4.12 Taxes and Duties**

- 4.12.1 The Vendor will be entirely responsible for all applicable taxes like Central / State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, road permits, service tax, etc. in connection with delivery of products and services at site including incidental services and commissioning. GST component shall be borne by the Bank.
- 4.12.2 Income / Corporate Taxes in India: 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 Financial bid by the Vendor shall include all such taxes in the contract price.
- 4.12.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 4.12.4 The Vendor's staff, personnel and labor 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.

#### **4.13 Vendor's obligations**

- 4.13.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 4.13.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where services are to be rendered.
- 4.13.3 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 and implementation activities.
- 4.13.4 The Vendor will abide by the job safety measures prevalent in India and comply with all statutory obligations in this regard. The vendor 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.
- 4.13.5 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- 4.13.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank






**ANNEXURE B:  
HARDWARE DETAILS**

Sr.No.	ITEMS	Unit Price Cost (Rs.)
A	B	C
1	CBS Server upto 100 users / Server (including all accessories)	1,30,000.00
2	CBS Server :dual Processor	40000.00
3	CBS Workstation Desktops	32000.00
4	Laptop	40000.00
5	Dot matrix printer 80 column	10000.00
6	Pass Book Printer	15500.00
7	Pass Book Printer entry level mono	6500.00
8	network Laserjet printer mid level and Heavy duty mono	9900.00
9	line printer	1,74,400.00
10	High speed dot matrix printer(24 PIN 475CPS)OR Higher	33500.00
11	Cash receipt Printer	7100.00
12	Multi function Printer Mid Level MFD	16500.00
13	Flat Bed Scanner	4500.00
14	HP scanjetPro S3000 S3	14248.00
15	HP scanjet Enterprise Flow 5000 S4	25014.00
16	CTS Scanner(PANINI) lipi make	42000.00
17	NCR CTS Scanner	38000.00
18	Web Camera	500.00
19	network laserjet printer heavy duty mono printer/1200*1200 50ppm	40700.00
20	Multifuntion laserjet Printer mid level MFD(Colour)	21200.00

**ANNEXURE C: LHO/GUEST HOUSE/ VIP RESIDENCE HARDWARE DETAILS(APPROXIMATE).**

<b>LHO/GUEST HOUSE/VIP RESIDENCE</b>	<b>Physical server</b>	<b>Laserjet multifunctionprinter</b>	<b>Laser jet printer</b>	<b>Scanner</b>	<b>Desktop</b>
<b>LHO/GUEST HOUSE/VIP RESIDENCE</b>	<b>05</b>	65	447	39	523

\* The data shown in the table are only indicative the actual status is subject to change

**ANNEXURE-D:****CLUSTER DETAILS.**

<b>MODULE NAME</b>	<b>REGION/CLUSTER NAME</b>
<b>DIBRUGARH</b>	<b>DIBRUGARH</b>
	<b>ITANAGAR</b>
	<b>TINSUKIA</b>
<b>GUWAHATI</b>	<b>BONGAIGAON</b>
	<b>GUWAHATI URBAN</b>
	<b>NAGAON</b>
	<b>GUWAHATI RURAL</b>
<b>JORHAT</b>	<b>DIMAPUR</b>
	<b>JORHAT</b>
	<b>MOKOKCHUNG</b>
	<b>IMPHAL</b>
	<b>TEZPUR</b>
	<b>TURA</b>
<b>SHILLONG</b>	<b>SHILLONG RURAL</b>
	<b>SHILLONG URBAN</b>
	<b>AGARTALA NORTH</b>
	<b>AGARTALA SOUTH</b>
<b>SILCHAR</b>	<b>SILCHAR</b>
	<b>AIZAWL</b>

**ANNEXURE E: HARDWARE COST DETAILS(APPROXIMATE).**

Sr.No.	ITEMS	Unit Price Cost (Rs.)	QUOTE
			% Of Unit Price
A	B	C	D
1	CBS Server upto 100 users / Server (including all accessories)	1,30,000.00	<b>QUOTE HAS TO BE GIVEN IN LUMP SUM BASIS TO BE GIVEN ON CONSOLIDATED HARDWARE COST</b>
2	CBS Server :dual Processor	40000.00	
3	CBS Workstation Desktops	32000.00	
4	Laptop	40000.00	
5	Dot matrix printer 80 column	10000.00	
6	Pass Book Printer	15500.00	
7	Pass Book Printer entry level mono	6500.00	
8	network Laserjet printer mid level and Heavy duty mono	9900.00	
9	line printer	1,74,400.00	
10	High speed dot matrix printer(24 PIN 475CPS)OR Higher	33500.00	
11	Cash receipt Printer	7100.00	
12	Multi function Printer Mid Level MFD	16500.00	
13	Flat Bed Scanner	4500.00	
14	HP scanjetPro S3000 S3	14248.00	
15	HP scanjet Enterprise Flow 5000 S4	25014.00	
16	CTS Scanner(PANINI) lipi make	42000.00	
17	NCR CTS Scanner	38000.00	
18	Web Camera	500.00	
19	netwok laserjet printer heavy duty mono printer/1200*1200 50ppm	40700.00	
20	Multifuntion laserjet Printer mid level MFD(Colour)	21200.00	

## ANNEXURE F: HARDWARE DETAILS

LHO/GUEST HOUSE/VIP RESIDENCE	Physical server	Laserjet multifunctionprinter	Laser jet printer	Scanner	Desktop	Support Engineers Required(Indicative)
LHO/GUEST HOUSE/VIP RESIDENCE	05	65	447	39	523	04

\* The data shown in the table are only indicative the actual status is subject to change