

CORRIGENDUM - 2

Date- 07.10.2021

REQUEST FOR PROPOSAL (RFP) / EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTER HARDWARE / SOFTWARE & PERIPHERALS INSTALLED AT ALL BRANCHES / OFFICES OF SBI IN GEOGRAPHICAL AREA OF JAIPUR CIRCLE

Ref: RFP-EOI/ITS-JAI/2021-22/1 dated 01/09/2021

Following correction/ amendments have been made in the above RFP/ EOI:

SCHEDULE OF EVENTS

Sl. No.	Particulars	Revised Date
2	Last date of RFP/ EOI Submission	16.10.2021
3	Date of opening of RFP/ EOI	18.10.2021 All applications received will be opened on 18.10.2021

A. BIDDER'S ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Documents to be submitted	Revised Clause
4.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.	Solvency Certificate from their banker with issue date not more than 15 days old from the date of submission of EOI to be attached. Copy of the audited financial statement along with profit and loss statement for corresponding years also to be provided.	Copy of the audited financial statement along with profit and loss statement for corresponding years to be provided and/ or certificate of the statutory auditor.
12.	Bidder should have established office with	Documentary evidence of presence with support set up	Documentary evidence of presence with support set up

	<p>sufficient experience in the geographic area of Rajasthan with sufficient number of skilled manpower on their own payroll.</p>	<p>in Jaipur Circle (Rajasthan State). Documents pertaining to organisational setup in Rajasthan and skilled manpower deployed only in Rajasthan to be provided.</p>	<p>in Jaipur Circle (Rajasthan State). Documents pertaining to organisational setup in Rajasthan and skilled manpower deployed only in Rajasthan to be provided.</p> <p>or</p> <p>If a vendor is having presence in Jaipur circle providing support to PSU or Government Establishments even though it is not having an established office in geographical area of Rajasthan, relaxation may be provided if the bidder issues an undertaking stating that the office space would be provisioned upon successful award of AMC contract before the commencement of operations. Evidence of the bidder providing support to PSU or Government Establishment in Rajasthan to be mandatorily furnished.</p> <p>Undertaking should also be submitted that the vendor will depute the skilled and experienced manpower as per the SBI timelines on award of AMC contract.</p>
13.	<p>Security deposit for empanelment</p>	<p>Rs.50,000/- (Rupees Fifty Thousand Only) in form of Bank Guarantee. Security in form of BG should be valid for Five (05) year(s) and three months from the effective date of the empanelment.</p>	<p>Rs.50,000/- (Rupees Fifty Thousand Only) in form of DD or Bank Guarantee. Security in form of BG should be valid for Five (05) year(s) and three (03) months from the effective date of the empanelment.</p> <p>Bidders submitting the DD are required to submit Security in form of BG which should be valid for Five (05)</p>

			year(s) and three (03) months after being informed of being empanelled.
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BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 202 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 _____ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI:xx:xx** dated **dd/mm/yyyy** including its corrigenda, if any.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of _____ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated _____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to fulfill any of

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

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

NOW THIS GUARANTEE WITNESSETH THAT

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

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

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

- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of __ year(s) _____ month(s) from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs _____/-
(Rs. _____ only)
- ii. This Bank Guarantee shall be valid upto _____
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of bank.

Authorised official