

(A.) NOTICE INVITING TENDER

NIT NO: SBI/ITS/AMC/GUW/2021-22/01

<p>STATE BANK OF INDIA, SBI, LHO, GUWAHATI INVITES THE SEALED TENDER FOR THE <u>ANNUAL MAINTENANCE CONTRACT (AMC) FOR HARDWARE, SOFTWARE AND NETWORKING ITEMS INSTALLED AT VARIOUS BRANCHES & OFFICES OF STATE BANK OF INDIA, NORTH EASTERN CIRCLE, GUWAHATI</u></p>		
<p><input type="checkbox"/> <u>AMC RATE FIXATION THROUGH REVERSE AUCTION NO. SBI/ITS/AMC/GUW/2021-22/01</u></p> <p><input type="checkbox"/> Details of tenders are as under:</p>		
1	Name and location of Work	<p>“ANNUAL MAINTENANCE CONTRACT (AMC) FOR HARDWARE, SOFTWARE AND NETWORKING ITEMS INSTALLED AT VARIOUS BRANCHES & OFFICES OF STATE BANK OF INDIA, NORTH EASTERN CIRCLE, GUWAHATI AMC RATE FIXATION THROUGH REVERSE AUCTION NO. SBI/ITS/AMC/GUW/2021-22/01</p>
2	Eligibility Criteria	<p>The empaneled AMC Vendors of Computer Hardware finalized by State Bank of India Local Head Office, Guwahati in November 2019.</p>
3	Technical Bid	<p>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 agmits.lhoguw@sbi.co.in & biswa.roy@sbi.co.in.</p> <p>1. 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.</p> <p>2.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.</p> <p>3. 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.</p> <p>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.</p>
4	Price Bid	<p>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.</p>

5	Opening of Price Bid	On 26.11.2021 (tentative) after completion time of Reverse Auction.
6	Availability of tender document	Tender documents will be issued to the eligible contractors by the service provider M/S e-Procurement Technologies Pvt Ltd, Ahmedabad and also can be downloaded from the Bank's Website www.sbi.co.in under section 'Procurement news' from 29/10/2021 to 19/11/2021.
7	Date & venue of pre-bid Meeting	08/11/2021 at 3:30pm inside the Chamber of AGM(ITS) SBI LHO, Guwahati.
8	Pre-bid meeting clarifications on website.	Will be placed on in SBI website under procurement news.
9	Last date and time for submission of online technical Bid Documents.	On or Before 19.11.2021 by 04:00 PM.
10	Date and time of opening of online technical bid.	19/11/2021 at 4:00 PM.
11	Date of e-reverse auction for Price.	26.11.2021 (tentative)
12	Address for online submission of bids (technical as well as commercial bids)	Bid must be submitted online on https://etender.sbi/SBI/
13	E-bidding to be facilitated by	M/s. e-Procurement Technologies Ltd., Ahmedabad, on behalf of State Bank of India.
14	Validity of Tender	2 + 1 year
15	Contact person for clarification and other details	Mr Biswa Ranjan Roy (Mob: -9435505151 email: - biswa.roy@sbi.co.in)
16	Contact Details of M/s. e-Procurement Technologies Ltd. (ETL), Ahmedabad	Phone: +91-9904406300, +91-9510812960, +91-9265562821, +91-6354919566 Email: etender.support@sbi.co.in

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 & venue. Further, The Bank reserves the right to change the dates mentioned in this NIT/RFP document, which will be communicated to the bidders.

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 will be at Guwahati.

c) Online Reverse Auction will be conducted on Auction Tiger (e-procurement platform)
The allocation will be divided in such a way that cluster allotted to a single vendor do not exceed 3 (Clusters). The Vendor, who is L1 in more than 3 clusters will be allotted 3 clusters selected by the bank. The L2 Vendor of the surrendered Cluster will be given option to Match L-1 and in case of non-matching will move on to L3. The option to match will be given to two eligible vendors (Vendors which are L1 in less than 3 Clusters). If the eligible two ranked vendors are unable to match the price of the L1 vendor the cluster will be allotted to the L1. Further, single vendor will not be given more than three clusters for which the tender is floated and overall allotment of cluster to a single vendor will not exceed four cluster out of the total 19 clusters in the NE circle.

d) Bidders are requested to be present in the ITSS department of SBI, LHO, Guwahati at the time of opening of the Technical Bid at 04.00 P.M on 15/11/2021. In any case of absence of the vendors at the designated time , the bank will go ahead and open the Bids.

PART – B DISCLAIMER

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

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

To

All Empaneled AMC Vendors of SBI, North Eastern Circle

29th October 2021

Dear Sirs,

ANNUAL MAINTENANCE CONTRACT (AMC)
FOR HARDWARE, SOFTWARE AND NETWORKING ITEMS
INSTALLED AT VARIOUS BRANCHES & OFFICES OF
STATE BANK OF INDIA, NORTH EASTERN CIRCLE, GUWAHATI
AMC RATE FIXATION THROUGH REVERSE AUCTION
NO. SBI/ITS/AMC/GUW/2021-22/01

A. INTRODUCTION

1. Broad Scope of Work:

- 1.1 Repair and maintenance services (Annual Maintenance Contract – AMC) of computers and IT Hardware and its related system software upgrade and support at about 490 Branches/Offices in Bank's North-East Circle and other such Branch/Office which may come up during the period of AMC. **Indicative hardware** deployed at these locations is **given as per ANNEXURE- B and Indicative Cluster wise details of Hardware is given as per ANNEXURE - C**

Eligibility Criteria

a) **Technical Bid:**

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 engineer's presence in at least Three modules in the north east Circle at present.empanelment .The details of modules and regions are mentioned in **ANNEXURE - D**

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 system on the Terms& Conditions and additional Terms & Conditions in view of the Reverse Auction, furnished in **Annexure-I to VII**.

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 Northeastern States excluding Sikkim in the format as per ANNEXURE - A along with copy of statutory returns establishing the relationship.
- iii) Process Compliance form 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.

- iv) NIT/letter to vendor, corrigendum to be signed and submitted by the authorized signatory of the vendor.
 - v) Authorization letter/board Resolution authorizing the signatory to be enclosed.
- The above documents are to be submitted by email/upload to the designated website of M/S E Procurement Technologies Ltd with a copy marked to agmits.lhoguw@sbi.co.in

PROCEDURE FOR QUOTING RATES

- (i) Technical Quotations and Commercial Quotation (Reverse Auction) will be conducted online through M/s. e-Procurement Technologies Ltd, A-801, Wall Street-2, Ellisbridge, Ahmedabad-380006, Gujarat State, India. Telephone no. 9510813194 | 9510813415 | 9904407997
- (ii) **Last Date for receipt of online Technical Quotations is 19.11.2021 upto 4.00 P.M. sharp. However, acceptance of bids after 04.00 P.M. on 19.11.2021 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).
- (iii) 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.
- (iv) 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.
- (v) The rates to be quoted cluster wise 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- B
- (vi) The AMC Normally will be valid for two year from the date of reverse auction (commercial quote). SBI, however, at its discretion, may extend the AMC period for a year, if services are satisfactory, or, for unsatisfactory services, SBI reserve the right to terminate the AMC at anytime.
- (vii) "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 norm, at its discretion".
- (viii) 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.

(ix) The duly authorized representatives of the bidders/vendors must sign all the documents to be submitted for the tender.

(x) The duly authorized representatives of the vendors must sign all the documents to be submitted for the tender. Vendors should invariably put their company's rubber stamp on all papers submitted for technical bids and Reverse Auction. No change will be permitted in the technical quotes, whatsoever, once they are opened.

(xi) 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.

(xii) 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.

Yours faithfully,

Assistant General Manager (ITS)

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: Performance Bank Guarantee Format

Annexure-VII: Check List

Annexure A: Service Engineer Details.

Annexure B: Hardware Rate Details.

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

Annexure D: Cluster Details for current tender

Annexure E: Total clusters under NE Circle

Annexure F: Cluster wise details/Branch/offices.

Annexure G: Cluster Wise Indicative requirement of Engineers.

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 DIFFERENT CLUSTERS: CARE: Vendor has to quote for all Clusters:**

All rates will be quoted in %(Percentage) of the Computer Hardware assets available in the Branches (Annexure-B) All rates will be quoted in %(Percentage)

Sr no	cluster	Branches and offices falling under following RBO	Lower floor Rate 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	Jorhat	6.5	12	
2	B	Agartala North	6.25	12	
3	C	Imphal	8.5	14	
4	D	Aizawl	9	14	
5	E	Agartala South	8.25	14	
6	F	Shillong Urban	7.25	14	
7	G	Itanagar	8	14	
8	H	Tura	12.75	17	
9	I	Bongaigaon	6	12	
10	J	Shillong Rural	10.5	17	
11	K	Mokokchung	10.5	17	
12	L	Tinsukia	7.25	14	
13	M	Dibrugarh	6.5	12	
14	N	Dimapur	7.25	14	

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 % (PERCENTAGE) and the costs will be calculated in Rupees

Sr no	Cluster Code	Branches and Offices falling under following RBO (Cluster)	Rate*
1	A	Jorhat	
2	B	Agartala North	
3	C	Imphal	
4	D	Aizawl	
5	E	Agartala South	
6	F	Shillong Urban	
7	G	Itanagar	
8	H	Tura	
9	I	Bongaigaon	
10	J	Shillong Rural	
11	K	Mokokchung	
12	L	Tinsukia	
13	M	Dibrugarh	
14	N	Dimapur	

*Minimum floor rate/Upper Ceiling for each cluster below which bidders are not allowed to quote is furnished in the Table above.

***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 in percentage only.**

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 about 490 branches and offices situated in the North Eastern Circle. Please note that **the number of branches and offices may decrease or increase at the sole discretion of the Bank.**
2. The following ‘Clusters’ will be formed made up of one ‘Region’, each consisting of all the Branches, Offices, Learning Centres, RACPCs/RASMECCCs/RCPCs/SARBs/CACs/DAC and other Offices which fall within the area of operation of a Region as per ANNEXURE-F
3. **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 for each cluster. The rates should be quoted 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 a Cluster will apply uniformly to all the Branches, Offices, Learning Centers, RACPCs/RASMECCCs/RCPCs/SARBs/SMECC/CACs/DAC/ZIOs and Direct Controlled Branches and other offices of the Bank located within the area of operation of that Region. **These costs of computer hardware will be declared /advised every six months on the basis of the latest rate contract in the ITSS intranet site, which shall be taken for consideration for that particular quarter for arriving at the value of AMC. In absence of any such periodic advice of change in the value of items previously notified values will be taken for arriving at the value of the AMC.**

4. 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.
5. 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.

6. 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".
7. All the vendors will have to mandatorily participate and quote in the auction for all the 14 clusters. The ranking of the Bidders will be arrived at through Ranked English reverse auction method of reverse auction to be conducted by the service provider.
The allocation will be divided in such a way that cluster allotted to a single vendor do not exceed 3 (Clusters). The Vendor, who is L1 in more than 3 clusters will be allotted 3 clusters selected by the bank. The L2 Vendor of the surrendered Cluster will be given option to Match L-1 and in case of non-matching will move on to L3 and so on. The option to match will be given to two eligible vendors (Vendors which are L1 in less than 3 Clusters). If the eligible two ranked vendors are unable to match the price of the L1 vendor the cluster will be allotted to the L1. Further, single vendor will not be given more than three clusters for which the tender is floated and overall allotment of cluster to a single vendor will not exceed four cluster out of the total 19 clusters in the NE circle.
8. 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.
9. **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 three month to the vendor.
10. 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.
11. 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, may impose penalty and/or invoke the termination clauses of 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.
12. 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.

13. The details of the equipment at every location under each cluster may be obtained by the vendor from the Branch Managers. The selected vendor(s) will have to take correct hardware inventory for their allocated Cluster(s) and arrive at the exact AMC amount thereat per 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, 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.
14. **The details of the hardware inventory, countersigned by the Branch/Office Head with seal, will have to be submitted by the vendor to SBI's Authorised Officer {Regional Manager / Asst. General Manager (Admin.) / Chief Manager (CM CS)/ Office Heads/AGM-ITS} of the respective regions within one month from the date of allocation of the Cluster(s).** 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 indicated in the list.
15. Defective equipment, if any, will be removed out of the AMC and informed to the concerned Branch Manager. The details of the said equipments 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.
16. A single contract will be executed cluster-wise. AMC fees for each branch will be paid to the vendors from the concerned Regional Business Office /Administrative Office on a quarterly basis in arrears, after getting certificate from the branches (Hard Copy/Scanned copy/E-mail Confirmation) about the satisfactory services provided by the AMC vendors, i.e. after expiry of the quarter to which the payment relates. The bills for direct Controlled branches/Branches/Offices not under the control of the RO will have to be submitted to the respective branch or office for payment.
17. 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. Proportionate charges will be payable to the identified vendor(s). It may be that any or some of the above item at the branches may have been recently replaced / purchased and accordingly may be under warranty. These item and their cost will be deducted from the AMC/AMC charges' calculations. However, these item will be included under the AMC on a pro-rata basis once the Warranty period expires. It will, however, be prudent for the concerned branch/vendor to diarize the expiry date(s) of warranties of such hardware and to exchange letters in this regard. However, Bank will pay at the 50% of the AMC contract rate for carrying out preventive maintenance of in warranty items which is to be claimed by the vendor on a pro rata basis. Vendor has to clearly segregate the AMC

amounts claimed in their bills itemwise and AMC claimed for items covered under AMC and items under warranty.

18. While Vendors will support Operating System such as MR-Windows 2012 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.**

19. 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.

20. Vendor should have **direct support locations** at all the aforesaid 14 (fourteen) Clusters, 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 fourteen days 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 fourteen days from the declaration of the L-1 vendor.** Here L-1 vendor shall mean the Vendor to whom the cluster is allotted.

21. 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 3 modules of the Bank. The details of the modules are given in ANNEXURE- D

22.Vendors will be required to provide dedicated engineer as per the Annexure G. The indicative requirement of Service engineers is shown in ANNEXURE - G . If the vendor is not able to place required number of engineers as per the SLA, then for the shortfall the bank at its discretion may deduct the pro rata amount from the invoice amount. If the shortfall continues for more than a quarter, Bank may invoke the termination clause and may go for fresh bidding or allocating the cluster to another vendor. Final decision will be vested with the Bank. The Bank may ask for additional manpower for a particular cluster for which the vendor will be remunerated at a mutually decided lump sum amount per month payable quarterly.

23. Resident Engineer(s) (REs) will have to be posted for each cluster as per the table in ANNEXURE-G (Indicative and subject to change). Resident Service Engineers should be at least a Degree/Diploma in Computer(min. 1 year duration)/PGDCA/ITI(Computer hardware/IT) or allied fields of engineering with 2/3 years of experience in handling Windows 2008/2012 server/Microsoft OS(All versions) and should be proficiency in solving hardware/software/LAN/Printers related issues. Desirable qualification like Microsoft Certified Systems Engineer (MCSE) Certification.

At least one Resident Engineer should be a Degree/Diploma in Computer Science/Hardware (min one year duration) or allied field of engineering with 2/3 years of experience in handling Windows 2008/2012 server/Microsoft OS (All versions) and should be proficiency in solving hardware/software/LAN/Printers related issues. Desirable qualification like Microsoft Certified Systems Engineer (MCSE) Certification.

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 qualification and experience of the service engineer shall be acceptable to the Bank and banks decision in the matter will be final.

24. A minimum uptime of 99% is required for key item like Servers, Line printers and Pass Book printers / IOI Printers.

25. "The standards for response time and call resolution time for the vendors for all calls including critical items like Branch Server, Line Printer and Branch LAN will be as under":

	Maximum Call Resolution Time (in hrs.)
Within City limits	4 hours from Call Login Time [i.e. 2.0 hours of travel [which is outer limit and can be less]
Outside City limits	4 hours from Call Login Time [i.e. 2.0 hours of travel [which is outer limit and can be less]

Rural & Difficult Centers	4 hours from Call Login Time (Excluding journey period)
--------------------------------------	---

26. 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.
27. 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.
28. 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.
29. **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.**
30. Penalty would be imposed for lapses in service support on the basis of deviation from the specified uptime.
31. 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.
32. 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.
- 33.

No	Spares/Parts	Quantity
----	--------------	----------

1	<i>HDD, Switches, SCSI Controllers / SMPS</i>	<i>1 each for every 5 branches</i>
2	<i>Monitor, VGA Cards</i>	<i>1 each for every 5 branches</i>
3	<i>NIC cards with boot PROM, Keyboards</i>	<i>2 per 50 nodes</i>
4	<i>Node motherboards</i>	<i>1 for 100 nodes</i>
5	<i>Printer heads</i>	<i>1 for every 10 branches</i>
6	<i>Printer Interface Card</i>	<i>1 per 20 branches</i>
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>

34. 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.
35. 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.
36. 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 Regional Managers/Chief Manager (CM CS) as well as branches for their ready reference.
37. 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.
38. 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- VI**. The amount of performance guarantee will be subject to various instructions issued by Govt. time to time.

39. **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.**
40. **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 by the bank shall be binding and final on the bidder**

ANNEXURE-III B

1. Bid Submission

Technical Bids along with enclosure of appropriate documents duly signed with company seal should be submitted online through M/s E-procurement Technologies Ltd by **4.00 P.M. on or before 19.11.2021**. Receipt of technical bids shall be closed at **04.00 P.M. on 19.11.2021**. No bids will be accepted after 04.00 P.M. on 19.11.2021.

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 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.

The allocation will be divided in such a way that cluster allotted to a single vendor do not exceed 3 (Clusters). The Vendor, who is L1 in more than 3 clusters will be allotted 3 clusters selected by the bank. The L2 Vendor of the surrendered Cluster will be given option to Match L-1 and in case of non-matching will move on to L3. The option to match will be given to two eligible vendors (Vendors which are L1 in less than 3 Clusters). If the eligible two ranked vendors are unable to match the price of the L1 vendor the cluster will be allotted to the L1. Further, single vendor will not be given more than three clusters for which the tender is floated and overall allotment of cluster to a single vendor will not exceed four cluster out of the total 19 clusters in the NE circle.

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 RULE DOCUMENTS OF ONLINE English Reverse Rank Auction FOR SBI/ITS/AMC/GUW/2021-22/01**

BUYER NAME	STATE BANK OF INDIA ASSISTANT GENERAL MANAGER (ITSS) SBI, LHO GUWAHATI, ASSAM
AUCTION TO BE CONDUCTED BY	M/s e-Procurement Technologies Ltd. A-201/208, Wall Street-II, Nr. Gujarat College, Ellisbridge, Ahmedabad-380006, Gujarat, India Mobile: +91-9904406300, +91-9510812960, +91-9265562821, +91-6354919566 Email: etender.support@sbi.co.in
DATE & TIME OF AUCTION	Online Auction Date: 22.11.2021 Auction Time : 10:30AM (with 3 limited Extensions of 5 min each) ---- Auction Website : https://etender.sbi/SBI/
DOCUMENTS ATTACHED	(A) Business rules for English Reverse Rank Auction (B) Terms& conditions of English Reverse Rank Auction (C) Annexure -IIIA (D) Process Compliance Statement (Annexure IIIB) (E) Price Confirmation Letter (Annexure IIIC) (F) Contact Information
SPECIAL INSTRUCTIONS	Bidding in the last minutes and seconds should be avoided in the Vendors own interest Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the vendor, in such cases.

Business rules for English Reverse Rank Auction:

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “English Reverse Rank Auction PROCEDURE” i.e. ON-LINE BIDDING on INTERNET.

1. For the proposed English Reverse Rank Auction, technically and commercially acceptable Vendors only shall be eligible to participate.
2. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on Internet.
3. SBI will inform the vendor in writing in case English Reverse Rank Auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of English Reverse Rank Auction. Without this the vendor will not be eligible to participate in the event.
6. English Reverse Rank Auction will be conducted on schedule date & time.
7. The lowest Vendor has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of event without fail.
8. **English Reverse Rank Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) 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):

Bidding Method / Parameters	Description
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	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.
Your Rank	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"
Decrement in Multiple (Yes / NO)	In case of Multiple NO : 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. In case of Multiple YES : 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.
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:	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.
Accept Start Price Accept Start Price – (Minus) Decrement Value	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 about 05 clusters of Branches/Offices located in North East Circle of the Bank for Annual Maintenance Services among vendors in the following manner:
 - i. Vendors participating in the tender will have to mandatorily quote for each of 14 clusters.
15. The allocation will be divided in such a way that cluster allotted to a single vendor do not exceed 3 (Clusters). The Vendor, who is L1 in more than 3 clusters will be allotted 3 clusters selected by the bank. The L2 Vendor of the surrendered Cluster will be given option to Match L-1 and in case of non-matching will move on to L3. The option to match will be given to two eligible vendors (Vendors which are L1 in less than 3 Clusters). If the eligible two ranked vendors are unable to match the price of the L1 vendor the cluster will be allotted to the L1. Further, single vendor will not be given more than three clusters for which the tender is floated and overall allotment of cluster to a single vendor will not exceed four cluster out of the total 19 clusters in the NE circle.
SBI shall be at liberty to cancel the English Reverse Rank Auction event / tender at any time, before ordering, without assigning any reason.
15. SBI/ETL shall not have any liability to Vendors for any interruption or delay in access to the site irrespective of the cause.
16. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
17. You are required to submit your acceptance to the terms/ conditions / modality given above before participating in the English Reverse Rank Auction.
18. 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 (IIIB))** 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.

(C) ANNEXURE- IIIC - 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 branches and offices of 14(Fourteen) Clusters 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	Jorhat	6.5	12	Will be displayed on Auction screen	0.25	As above	As above
2	B	Agartala North	6.25	12				
3	C	Imphal	8.5	14				
4	D	Aizawl	9	14				
5	E	Agartala South	8.25	14				
6	F	Shillong Urban	7.25	14				
7	G	Itanagar	8	14				
8	H	Tura	12.75	17				
9	I	Bongaigaon	6	12				
10	J	Shillong Rural	10.5	17				
11	K	Mokokchung	10.5	17				
12	L	Tinsukia	7.25	14				
13	M	Dibrugarh	6.5	12				
14	N	Dimapur	7.25	14				

(D) **Process Compliance Form (PCF)**

(Annexure IIIB)

(The vendors are required to print this on their company's letterhead 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

Date:

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 various branches and offices of State Bank of India North eastern Circle Guwahati Vide NIT No. SBI/ITS/AMC/GUW/2021-22/01

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 various branches and offices of State Bank of India North eastern Circle Guwahati Vide NIT No. SBI/ITS/AMC/GUW/2021-22/01**

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 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 we 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 for collecting / supply at our 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,

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and scan it and upload it to the e tendering site and send a copy to agmits.lhogu@sbicoin

(E) Price Confirmation Letter (Annexure IIIC)

(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 **AMC of 14 nos. of Clusters of State Bank of India, North east Circle.**

English Reverse Rank Auction Date:

Dear Sir,

We confirm that we have quoted.

Sl No	CLUSTER	CLUSTER NAME	Price Quoted
1	A	Jorhat	
2	B	Agartala North	
3	C	Imphal	
4	D	Aizawl	
5	E	Agartala South	
6	F	Shillong Urban	
7	G	Itanagar	
8	H	Tura	
9	I	Bongaigaon	
10	J	Shillong Rural	
11	K	Mokokchung	
12	L	Tinsukia	
13	M	Dibrugarh	
14	N	Dimapur	

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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 14 clusters of Branches/Offices located in North East Circle 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 vendors will have to participate in the Reverse auction for all the 14 clusters.

ii The allocation will be divided in such a way that cluster allotted to a single vendor do not exceed 3 (Clusters). The Vendor, who is L1 in more than 3 clusters will be allotted 3 clusters selected by the bank. The L2 Vendor of the surrendered Cluster will be given option to Match L-1 and in case of non-matching will move on to L3. The option to match will be given to two eligible vendors (Vendors which are L1 in less than 3 Clusters). If the eligible two ranked vendors are unable to match the price of the L1 vendor the cluster will be allotted to the L1 Further, single vendor will not be given more than three clusters for which the tender is floated and overall allotment of cluster to a single vendor will not exceed four cluster out of the total 19 clusters (as per annexure) in the NE circle.

(F) Contact Information

E-Procurement Technologies Ltd.	State Bank of India
<p>A-201/208, Wall Street-II, Nr. Gujarat College, Ellisbridge, Ahmedabad-380006, Gujarat, India</p> <p>Contact Person: +91-9904406300, +91-9510812960, +91-9265562821, +91-6354919566 Email: etender.support@sbi.co.in</p> <p>Helpdesk Number for Bidders:</p> <p>Fahad Khan: fahad@etpl.in: 9904406300 Shaikh Nasuriddin: shaikh@etpl.in: 9510812960</p>	<p>STATE BANK OF INDIA ASSISTANT GENERAL MANAGER (ITSS) SBI, LHO GUWAHATI</p> <p>Officer Name: - Mr. Biswa Ranjan Roy Email id: - biswa.roy@sbi.co.in Contact No:- 9435505151 Department:- ITSS</p>

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

For Annual Maintenance Contract of Hardware Installed At Various Branches & Offices of State Bank of India, North Eastern Circle.

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

(a). 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 the various Branches, Offices, CPCs, Learning Centers, RACPCs/ RASMECCCs/ RCPCs/SARBs/SMECCCs/CACs/DAC/ ZIOs/DSH/RACC and other Offices of State Bank of India, North Eastern Circle. The present number of branches and offices under 14 clusters is **490, which may decrease or increase. Some branches and offices may be added or deleted at the sole discretion of the Bank depending on performance and availability of quality service support.**

Requirement details

Annual maintenance of Computer hardware, PCs, Laptops, peripherals and other hardware items at the various Branches, Offices, Learning Centers, RACPCs/RASMECCCs/SARCs/ZIO and other Offices of State Bank of India, North Eastern Circle 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.

(b) 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

<i>AMC OF IT HW SERVICES & SUPPORT - BIDDER PROFILE FORM</i>		
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 Authorised 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

(c) COMPLIANCE STATEMENT

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

(d). Technical offer bid for AMC

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 VARIOUS BRANCHES AND OFFICES OF STATE BANK OF INDIA, NORTH EASTERN CIRCLE.

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 _____ 2021

Yours faithfully

For _____

Signature: _____

Name: _____

(e).Agreement to process related Terms and conditions for reverse auction

To

e-Procurement Technologies Ltd.

A-201/208, Wall Street-II, Nr. Gujarat College, Ellisbridge,

Ahmedabad-380006, Gujarat, India

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 various branches & offices of State Bank of India, in the North Eastern Circle**. This letter is to confirm that:

- (D) The undersigned is authorized representative of the company.
- (E) 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.
- (F) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- (G) 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.
- (H) 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.
- (I) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- (J) 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 Scan it and upload it to the e- tendering site and send a copy to agmits.lhoguw@sbi.co.in

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 mentioned in Annexure-1 at various branches/offices in North East Circle* (hereinafter referred to as '**the Agreement**') made on ____ day of _____ 2021.

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 G.S Road, Dispur Guwahati-781006 and **Branches/Offices in Assam State**, through its **IT SERVICES** Department at **LOCAL HEAD OFFICE, G.S Road, Guwahati, Assam-781006,** represented by (Name _____ & Designation) _____ 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/or sole proprietor or partnership etc having its registered office at _____

_____ and principal place of business at (Place/City) _____ and having main office in (City) _____ at _____

_____ represented by (Name & Designation) _____ 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 Computer Hardware, Software and peripherals (hereinafter collectively referred to as "EQUIPMENT") installed at various branches and offices of BANK, as per list given in Annexure- 2 (hereinafter called the 'PROJECT SITE')* as per Financial Tender No: **SBI/ITS/AMC/GUW/2021-22/01 at % (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 Branches/Offices in our Circle have been classified into clusters. The clusters may get realigned and the numbers of clusters may undergo a change at any point of time.
- (iii) The Service Provider has agreed to provide the services as may be required by the Bank

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

1 DEFINITIONS & INTERPRETATIONS

1.1 **Capitalised Terms:** The following capitalized term, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

- 1.1.1 **“Agreement”** means this agreement including all its Annexure, Schedules, Appendix and all amendments there in agreed by the Parties in writing.
- 1.1.2 **“AMC”** means Annual Maintenance Contract.
- 1.1.3 **“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.
- 1.1.4 **“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.
- 1.1.5 **“The Project”** means maintenance of computer hardware / software & services at Branches/offices in the North East Circle of the Bank
- 1.1.6 **“The Project Site”** means Branches/offices of the State Bank of India in North East Circle where the maintenance services are to be provided.
- 1.1.7 **“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.
- 1.1.8 **“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.
- 1.1.9 **“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

2.1 This Agreement is effective from the **1st day of January, 2022** for a period of twenty four (24) months **up to the 31st day of December, 2024**, 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 **31th December, 2024**. This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from **01.01.2022 (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 contract for 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 item of EQUIPMENT, and repair and maintenance service charge on such EQUIPMENT, may be added to or withdrawn from **Annexure-1** of this Agreement (**as per item in Annexure – B in Bid**) by mutual written consent of both parties, PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual item of equipment [*including expired warranty item from the date of expiry of warranty*], are added to Annexure-1, it may involve additional maintenance charges. Likewise, in the event that individual item 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.

1. 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 System, Printers, Servers, Scanners, associated Peripherals at Branches/Offices under SBI **North East Circle**.

Annual Maintenance Support Services shall cover Maintenance & repair of IT System 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 system 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 system. This includes replacement of all defective / unserviceable parts & accessories of System / 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/Modem/speakers and all other peripherals, cords, cables etc., Desk Jet/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 / substandard / 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 equipment 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 System / Subsystem & 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 problem, resulting in recurring failure of the System then it must be immediately replaced by the Service Provider with new & genuine spare parts.
- (vii) Few System / 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 system 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 all the branches/offices (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

22. 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 percentage terms@ ___% (Exclusive

of GST) 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. However, Equipments under warranty where preventive maintenance is undertaken will be paid at the rate of 50% of the AMC rate contract on pro rata basis. Vendor has to clearly segregate the AMC amounts claimed in their bills itemwise and AMC claimed for items covered under AMC and items not under warranty.

5.1.2 THE COMPANY shall submit AMC invoice of individual branches / offices of the Bank with the under mentioned particulars duly signed and certified for payment by the company based on log / service card as detailed in clause 06.1 [h] for payments due in accordance with this AGREEMENT, at the end of the quarter to the Regional Office of the Cluster. In case the branch/ office is not under the administrative control of the Regional office, the same should be submitted at the respective Branch/Office.

6

1	Name of the Branch	
2	Name of Equipments	
3	Replacement Cost of each equipment	
4a	AMC Charges for each of the equipment for the quarter (Not Covered under warranty)	
4b	50% AMC Charges for each of the equipment for the quarter (Items covered under warranty)	
5	Total AMC charges	
6	Banks' Stipulated uptime	99 % / 95 %
7	Downtime during the quarter – hours	
8	Penalty: 20 % of AMC Charges for failure to carry out preventive maintenance in a quarter	
9	AMC charges net of penalty	

RESPONSIBILITIES OF THE SERVICE PROVIDER

6.1 REPAIR AND MAINTENANCE SERVICE:

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:

- a) 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.

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, Damage 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.

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.

No	Spares/Parts	Quantity
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	CD W / DVD W drives	1 per 20 branches
8	RAM chips	Sufficient quantities
9	Mouse, Keyboard	4 for 100 nodes
10	Server Motherboard	1 for every 10 Branches

The COMPANY will be responsible for the insurance of aforesaid item / spares. The stock of spares kept by the COMPANY at agreed locations will be subject to inspection periodically by Authorized Bank officials of branches/offices.

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/ 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 system 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. 2.0 hours of travel [which is outer limit and can be less] and 2.0 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 branches 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.

Quarterly: Down Time: Penalty Calculation for above clause

Down Time	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
Coverage Hours [i.e.100% uptime]	Uptime commitment per day x No. Of committed Days i.e. 24 hours x 90 days
Uptime Actual	$\frac{\text{(Coverage Hours Minus Down Time)}}{\text{Coverage Hours}} \times 100$

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.

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

The system support facilities should be made available to the branches on all the Bank working days for whole day till late evening/nights and ensure that the problem is 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 Para 6.1 (c) 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.

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 for the respective Branch/office will be deducted from relative Invoice at the discretion of SBI.*** For

preventive maintenance of in warranty items, a nominal payment at the rate of 50% of the AMC contract rate per annum will be paid on pro rata basis.

- 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.***

The vendor shall provide an exclusive hardware engineer for every 10-branches/ offices in the urban centers in the Circle and for every 7 Branches/ Offices in the semi urban and rural centers. These Engineers shall be employees of the vendors and not of any third party/ franchisee. The vendor shall provide the details of Engineers placed to meet the requirement stated herein as per Annexure D for the clusters quoted. The details provided are subject to verification by the Bank and any deficiency may lead to disqualification of the Vendor. If the vendor is not able to place required number of engineers as per the SLA, then for the shortfall the bank at its discretion may deduct the pro rata amount from the invoice amount. If the shortfall continues for more than a quarter, Bank may invoke the termination clause and may go for fresh bidding or allocating the cluster to another vendor. Final decision is vested with the Bank.

Hardware support team will have to be positioned permanently AT ALL DISRICT HQ or mutually agreed places in a cluster

The COMPANY shall provide the names(s) and mobile telephone number(s) of engineers on the move allocated within a given cluster of branches/offices as provided in the approved TENDER annexure attached. The engineers are required to display their Company identity cards on their person whenever they are in any of the Bank's premises. In case of an emergency / eventuality arising for maintenance service in more than one branch / office at the same time in a given cluster of branches / offices, THECOMPANY shall arrange to make alternate arrangements and depute more than ONE Engineer within that given cluster of branches / offices, so that the simultaneous – multiple service call from branches in the cluster are attended to promptly. THE COMPANY will have the right to change Service Engineer (s) deputed in a cluster. But any such change will be intimated to the SBI well in time and must have the approval of the SBI. The COMPANY will provide insurance cover to its workmen / engineers in the SBI. It is sole responsibility of the COMPANY to indemnify the workmen/engineers or their legal heirs in case workmen /engineers suffer any loss or damage to their life or person or property while working in the Bank Premises.

- 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 system 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, MR 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. 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.
- 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.*

- p) Bank reserves the right to re-allot the clusters after realigning / adding / removing the existing Clusters / Branches based on the feedback received from the branches.
- q) Replacement value of the assets for calculation of AMC value shall be as per the latest Price discovery made by the Bank.
- r) Each I.T. asset has to be assigned a unique reference I.D. capturing the asset Configuration and the ID shall be labeled on the face of the asset.
- s) 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.
- t) 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.
- u) 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.

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.

6.4 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.

6.5 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 and 5.1.2** of this Agreement and taking into account additions, deletions, transfer of EQUIPMENT from the branch / office as stated in **Para 2.6 of this Agreement**. Such invoice (s) shall be payable *by branch/Office*, within thirty (30) days of submission of the invoice, *after adjusting penalty(ies) if any in terms of clause 6.1 of this Agreement*.

A single contract will be executed cluster-wise. AMC fees for each branch will be paid to the vendors from the concerned Regional Business Office /Administrative Office on a quarterly basis in arrears, after getting certificate from the branches about the satisfactory services provided by the AMC vendors, i.e. after expiry of the quarter to which the payment relates. In case where the concerned branch/Office do not fall under the administrative control of RO, the bills will be submitted directly to the respective branch / office directly controlled branch (DCBs)

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.

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 disclaimer 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.100000/-** (Rupees One lakhs only) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank per cluster.

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.**

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 endeavors 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 120 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 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. There will be no employer-employee relationship between SBI and

employees of service provider. Payment of wages and salary shall be made through the Bank accounts of their employees.

The Vendor is bound to follow all labour rules and regulations as envisaged in the Payment of Wages Act 1936 and Minimum Wages Act 1948, of Central Government and ensure payment of minimum wages which should be based on total man days and/or working hours, which are revised time to time by the competent authority. All the engineers including team leader will be treated as skilled.

12.4 Service Provider confirm 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 branches/offices concerned 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 be 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/Addendum/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. SBI/ITS/AMC/GUW/2021-22/01 for annual maintenance contract (AMC) of Computer Hardware, Software and peripherals installed at branches/offices of State Bank of India under North East 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

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:

22.3.1 To the Bank: The Assistant General Manager (ITSS)
IT Services Department
State Bank of India
Local Head Office, 3rd Floor, B Block
Dispur, Guwahati-781006

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.

28.10 Any worn out or defective parts withdrawn from the equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of the Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to the vendor and same will continue to remain in possession of the Bank.

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

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

Represented By:

Represented By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.

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

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis..... day of 2020 by (name of the Bank) having its Registered Office atand 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..... /- (Rupeesonly) 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 31/12/2024 provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till 31/12/2025 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 –VII**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 (Annexure-II), governing the tender as also Annexure IIA and Annexure III to VII, Annexure-A to G or wherever signature is required has been signed?	
3	Proof of GST registration is enclosed.	
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.	
7	Terms& Conditions of AMC Agreement (Annexure-V) signed in acceptance and attached	
8	Terms and Conditions of Performance Bank Guarantee signed and accepted and attached (Annexure-VI)	
9	EMD enclosed as per Annexure- (if applicable)	
10	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.

ANNEXURE A- SERVICE ENGINEERS DETAILS

VENDOR NAME									
SI No.	Name	Designation	Qualification	Period of Service	PF Index	Contact of Engineer	Location	Local Address of Engineer	Client Name

ANNEXURE B: HARDWARE DETAILS

Sr No A	Items B	Unit Price Cost(Rs) C
1	CBS Server Up to 100 Users / Server (Including All Accessories)	1,30,000.00
2	CBS Server: Dual Processor	40000.00
3	CBS Workstation Desktops	45800.00
4	Laptop	53500.00
5	Dot Matrix Printer 80 Column	9300.00
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	18000.00
9	Line Printer	1,78,000.00
10	High-Speed Dot-Matrix Printer (24 PIN 475CPS) OR Higher	33500.00
11	Cash Receipt Printer	8000.00
12	Multi-Function Printer Mid-Level MFD	18400.00
13	Flat Bed Scanner	4500.00
14	HP Scanjet S3000 S3	14500.00
15	HP Scanjet Enterprise Flow 5000 S4	23200.00
16	CTS Scanner(panini) Lipi Make	40000.00
17	NCR CTS Scanner	33000
18	Web Camera	500.00
19	Network LaserJet Printer Heavy Duty Mono Printer/1200*1200 50ppm	55000.00
20	Multifunction LaserJet Printer Mid-Level Mfd(color)	21400.00

ANNEXURE C: CLUSTER WISE HARDWARE DETAILS(APPROXIMATE).

Cluster Name	Desktop Under Warranty	Desktop in AMC	Server	Laptop	Draft printer	Passbook Printer	Laser Printer	Multifunction laser printer	Line Printer	Cash Receipt Printer	Multifunction Printer	Flat Bed Scanner	HP Scanjet pro 3000S3	HP Scanjet Enterprise Flow 5000S4	Web Camera
Jorhat		681			68	86	179	85	14			5	59	4	52
Agartala North	100	336			57	85	139		6		46	21	35	3	36
Imphal		478			52	63	123	58	1			8	52	3	50
Aizwal		372			18	105	151		2		24	7	44	2	89
Agartala South		289			46	62	87	42	15			2	32	1	46
Shillong Urban		457		3	55	69	185	22	4		13	6	43	1	35
Itanagar	54	382			48	58	158		7				36		31
Tura	5	291		1	41	54	103	21	4			8	44	7	42
Bongaigaon	9	497			59	83	184	28	24			13	86	2	41
Shillong Rural	12	251			36	45	63	56				2	25	3	28
Mokokchung	33	236		2	35	46	102	26			1		39	3	35
Tinsukia		430			54	77	172	18	15			9	36	6	38
Dibrugarh		502			47	59	160	40	11		14	1	39	5	45
Dimapur		417			38	59	160						54	2	46
TOTAL No	213	5619		6	654	951	1966	396	103		98	82	624	42	614
Rate	45800	45800		53500	9300	15500	18000	21400	178000		18400	4500	14500	23200	500
Total Amount	9755400	257350200	0	321000	6082200	14740500	35388000	8474400	18334000	0	1803200	369000	9048000	9engineer4400	307000

Sl No	Cluster	Urban Branch	Semi Urban Branch	Rural Branch	Total
1	Jorhat	14	14	29	57
2	Agartala North	11	14	16	41
3	Imphal	9	12	31	52
4	Aizwal	18	12	17	47
5	Agartala South	11	8	16	35
6	Shillong Urban	19	3	16	38
7	Itanagar	0	19	22	41
8	Tura	0	10	34	44
9	Bongaigaon	0	20	24	44
10	Shillong Rural	1	5	25	31
11	Mokokchung	0	12	24	36
12	Tinsukia	6	8	25	39
13	Dibrugarh	14	10	19	43
14	Dimapur	9	13	18	40

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

ANNEXURE-D: CLUSTER DETAILS FOR CURRENT TENDER

Module Name	Region/Cluster Name
Dibrugarh	Dibrugarh
	Itanagar
	Tinsukia
Guwahati	Bongaigaon
Jorhat	Dimapur
	Jorhat
	Mokokchung
	Imphal
Shillong	Shillong Rural
	Shillong Urban
	Tura
Silchar	Agartala North
	Agartala South
	Aizawl

ANNEXURE E: TOTAL NO OF CLUSTERS UNDER NE CIRCLE

Sl No	Cluster
1	Jorhat
2	Agartala North
3	Imphal
4	Aizwal
5	Agartala South
6	Shillong Urban
7	Itanagar
8	Tura
9	Tezpur
10	Bongaigaon
11	Guwahati Urban
12	Silchar
13	Shillong Rural
14	Mokokchung
15	Guwahati Rural
16	Nagaon
17	Tinsukia
18	Dibrugarh
19	Dimapur

ANNEXURE F: CLUSTER WISE DETAILS OF BRANCHES/OFFICES.

Region	Rural	Semi-Urban	Urban	CPC/DCB/ AO	Branches/ Offices Grand Total
Jorhat	29	12	9	7	57
Agartala North	16	13	8	4	41
Imphal	31	11	6	4	52
Aizawl	17	12	16	2	47
Agartala South	16	7	10	2	35
Shillong Urban	16	3	15	4	38
Itanagar	22	16	0	3	41
Tura	34	8	0	2	44
Bongaigaon	24	18	0	2	44
Shillong Rural	24	5	1	1	31
Mokokchung	24	11	0	1	36
Tinsukia	25	8	5	1	39
Dibrugarh	19	9	11	4	43
Dimapur	18	11	7	4	40
Grand Total	270	119	71	30	490

ANNEXURE G: CLUSTERWISE INDICATIVE REQUIREMENT OF ENGINEER.

Region	Rural	Semi-Urban	Urban	CPC/DCB /AO	Branches /Offices Grand Total	Indicative No of Engineers
Jorhat	29	12	9	7	57	8
Agartala North	16	13	8	4	41	5
Imphal	31	11	6	4	52	7
Aizawl	17	12	16	2	47	6
Agartala South	16	7	10	2	35	5
Shillong Urban	16	3	15	4	38	5
Itanagar	22	16	0	3	41	6
Tura	34	8	0	2	44	7
Bongaigaon	24	18	0	2	44	6
Shillong Rural	24	5	1	1	31	5
Mokokchung	24	11	0	1	36	5
Tinsukia	25	8	5	1	39	6
Dibrugarh	19	9	11	4	43	6
Dimapur	18	11	7	4	40	5
Grand Total	270	119	71	30	490	82