



REQUEST FOR PROPOSAL (RFP)

**ANNUAL MAINTENANCE CONTRACT (AMC) OF
COMPUTER HARDWARE AND ITS PERIPHERIALS AND
INSTALLATION / REINSTALLATION / UPGRADATION OF
SOFTWARE AT LOCAL HEAD OFFICE, GUEST HOUSE AT
RONALDSHAY ROAD AND SBILD, SALT LAKE**

Ref: ITS/AMC/23-24/1 dated 10/03/2023

Address for Communication

**Assistant General Manager (IT Services)
State Bank of India, Local Head Office
ITS Department, Technology Block,
Samriddhi Bhavan, 1, Strand Road,
Kolkata – 700001
Contact No – 033-22439612
E-Mail – agmits.lhokol@sbi.co.in**

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Assistant General Manager (IT Services) State Bank of India, Local Head Office ITS Department, Technology Block, Samriddhi Bhavan, 1, Strand Road, Kolkata – 700001 Contact No – 033-22439612 E-Mail – agmits.lhokol@sbi.co.in
2	Bid Document Availability including changes/amendments if any to be issued	RFP will be emailed to the Empaneled vendors. It is clarified that unsolicited bids will not be considered by the Bank. Bidding document can also be downloaded from Bank's website bank.sbi OR e-Tender website www.tenderwizard.com/SBIETENDER from 10/03/2023 to 22/03/2023 upto 1:00 PM
3	Last date for requesting clarification (optional)	On 15/03/2023 Up to 1.00 P.M. All communications regarding points/queries requiring clarifications shall be given in writing to Asstt. General Manager (ITS), State Bank of India, Local Head Office ITS Department, Technology Block, Samriddhi Bhavan, 1, Strand Road, Kolkata – 700001 or by e-mail at agmits.lhokol@sbi.co.in.
4	Pre - bid Meeting at (venue) (optional)	On 16/03/2023 from 12:00 Noon at ITS Department, Technology Block, 1, Strand Road, Kolkata – 700001.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 17/03/2023 through E-mail.
6	Last date and time for Technical and Indicative Price Bid submission	On 22/03/2023 up to 3:00 PM.
7	Address for submission of Bids	e-Tender website www.tenderwizard.com/SBIETENDER
8	Date and Time of opening of Technical Bids	On 23/03/2023, 2:30 PM onwards



		Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.	
9	Opening of Indicative Price Bids	On 24/03/2023, 2:30 PM - Indicative price bid of technically qualified bidders only will be opened.	
10	Reverse Auction	27/03/2023 (Tentative date) at 3:00 PM (Start Bid price will be communicated half an hour before commencement of commercial bid to the eligible bidders).	
11	Tender Fee	N/A	
12	Earnest Money Deposit	The Bidder shall furnish, as part of its Bid, Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for next 2 years from participating in any tender related to AMC from SBI/Department.	
13	Bank Guarantee	Rs.2,00,000/- (Rupees Two Lacs Only)	Performance Security in form of BG should be valid for Three year(s) and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	Will be intimated later to technically qualified Bidders.	

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1. INVITATION TO BID:

State Bank of India (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or '**SBG**' hereinafter).

This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for Tender for Annual Maintenance Contract (AMC) of Computer Hardware and its peripherals and Installation / Reinstallation / Upgradation of Software at Local Head Office, Guest House at Ronaldshay Road and SBILD, Saltlake.

In order to meet the service requirements, the Bank proposes to invite online Bids from the **Empaneled Vendors only** as per details/scope of work mentioned in this RFP.

- i. Bidder shall mean empanelled vendors as mentioned at para V below only, and any entity (i.e. juristic person) who is willing to provide the Services as required in this RFP. The Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- ii. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iii. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- iv. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- v. This Tender is only for State Bank of India (Kolkata L.H.O)'s empaneled vendors listed below
 1. **M/s. Accel Limited(Trade Name Accel IT Services).**
 2. **M/s. BPA COMPUTECH PRIVATE LIMITED.**
 3. **M/s. PECON SOFTWARE LIMITED.**
 4. **M/s. Bharat IT Services Limited.**
 5. **M/s. Inspirisys Solutions Limited.**

6. **M/s. Kaizen IT Services Private Limited.**
7. **M/s. Minesource India Pvt Ltd.**
8. **M/s. N D Enterprise Private Limited.**
9. **M/s. NETCOM INFOTECH PRIVATE LIMITED.**
10. **M/s. Puthur Infotech Private Limited.**
11. **M/s. RAINBOW COMPU-TECH PRIVATE LIMITED.**
12. **M/s. SCOPIQ TECH SOLUTIONS PRIVATE LIMITED.**
13. **M/s. SARAS FUTECH PVT LTD.**
14. **M/s. VSERV INFOSYSTEMS PVT. LTD.**

- vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.
- vii. The Bidding Document may be obtained/downloaded from Bank's Website bank.sbi or e-Tender website (www.tenderwizard.com/SBIETENDER) and the bid should be submitted online in e- Tender portal as per Schedule of Events.
- viii. Bidding document will also be emailed at the email address of the empaneled vendor available with the Bank.
- ix. Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.

2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of State Bank of India with the selected bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid 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 contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

3. DEFINITIONS:

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

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices).
- ii. **"Bidder/Channel Partner"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.

- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing, and other obligation of Service Provider covered under this RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.

4. SCOPE OF WORK:

Annual Maintenance Contract of Computer Hardware and its peripherals and Installation / Reinstallation / Upgradation of Software including any other activity specified elsewhere in this document. Service Provider shall ensure that only its authorized employees/representatives access the Device.

- i. **Bidder is required to deploy Three (3) on-site Resident Engineers / Support Engineers** under this contract to provide services to attend day to day calls for Computer Hardwires, peripherals, etc. for the entire contract period.
- ii. **The contract will be valid for a period of one (01) year from the date of acceptance of Purchase Order and extendable on a yearly basis for a maximum period of two (02) more years subject to satisfactory performance, or other periods as SBI may decide.**
- iii. Service Provider shall be required to get the Device hardened/configured as per the Bank’s prevailing standards and policy.

- iv. Hardware includes all Computer hardware including warranty machines. The vendor will take the call for warranty items also and resolve the issues pertaining to new hardware. In case part replacement is required, back-to-back support from OEM/hardware vendor will be taken. Vendor will without fail extend all services available for AMC machines to Warranty machines also.
- v. To provide all necessary service & support including replacement of faulty parts (not chargeable) wherever required for smooth operation of Branches.
- vi. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- vii. Estimate/the value of contract can be arrived at with the help of Appendix M (Replacement value of HW items). On commencement of AMC, the vendor has to submit the list of hardware to LHO as per actuals in co-ordination with department/branch/Bank officials.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to empaneled vendors only who are ready to provide the services as per the Bidder Eligibility Criteria given in **Appendix-B** of this document.

6. COST OF BID DOCUMENT:

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

7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as

per the format given in **Appendix-J** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not

responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY DECLARATION:

- i. As per GOI guidelines in place of EMD, Bidder would submit "Bid Security Declaration", in writing strictly as per the format given in **Appendix-L**, accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for next two year from participating in any tender related to AMC.
- ii. EMD/ Bid Security Declaration is required to protect the Bank against the risk of Bidder's conduct.
- iii. Any Bid not accompanied by EMD/ Bid Security Declaration as mentioned in this RFP will be rejected as non-responsive.
- iv. In case of EMD, The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- v. In case of EMD, The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-K**.
- vi. In case of EMD, No interest is payable on EMD.
- vii. **The EMD may be forfeited / Bidder would be suspended as per Bid Security Declaration:-**
 - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or

- (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- viii. In case of EMD, If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.
- ix. In case of Bid Security Declaration, the concerned Bidder would be debarred from participating in the RFPs floated by the Bank/this department for next 2 year from the date of opening of Bid.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing of Annual Maintenance Contract (AMC) of Computer Hardware and its peripherals and Installation / Reinstallation / Upgradation of Software at Local Head Office, Guest House at Ronaldshay Road and SBILD, Saltlake** in response to the **RFP No. ITS/AMC/22-23/1** dated _____. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Bidder's Eligibility Criteria as per **Annexure-B** on Bidder's letter head along with supporting documents.
 - (d) EMD amount is to be submitted in form of BG/ Draft. Original BG/Draft should be enclosed. / Bid Security Declaration should be enclosed. (Whichever applicable).
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- ii. **Indicative Price Bid** for providing of **Annual Maintenance Contract (AMC)** of

Computer Hardware and its peripherals and Installation / Reinstallation / Upgradation of Software at Local Head Office, Guest House at Ronaldshay Road and SBILD, Saltlake in response to the **RFP No. ITS/AMC/22-23/1** dated _____ should contain only indicative Price Bid strictly on the lines of **Appendix-E**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.

- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank may solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be

made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD/ will not execute Bid Security Declaration clause. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- ii. The Bank reserves the right to evaluate the bids on technical & functional parameters.
- iii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.

18. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.
- ii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iii. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- iv. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- v. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the Contract,

any other document(s) to be enclosed as a part of the final Contract.

- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD / execution of Bid Security Declaration clause and/or BG.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder. The EMD (if any) of each unsuccessful Bidder will be discharged and returned.
- x. **AMC will be valid for 12 months from the date of commencement. However, the same shall be subject to renewal on the same rates and terms & conditions provided the service support is found satisfactory. The rates shall be valid for 3 years in case of renewal, if mutually agreed by Bank & Vendor.**
- xi. **The prices quoted shall be firm and binding without any escalation whatsoever for a period of three year. The Bank shall not consider any request in change of rates of FMS/AMC due to any reason whatsoever, during the period of contract, except for any statutory requirements subsequently effected, such as implementation of higher tax rates, enhancement in minimum wages, etc., However, in case of enhancement of minimum wages by the Government during the course of the contract, such enhancement shall be effected by the Bank, only to the extent of meeting the payment of minimum wage requirement, provided such enhancement should be brought to the notice of the Bank by the Bidder and in the absence of the same the liability of meeting the minimum wage requirement will rest with the Bidder. In case of such enhancement in minimum wages by the Central Government, the same shall be effected by the Bidder forthwith, to the extent of meeting the requirement of payment of atleast minimum wages to the RE deployed at the Bank and the Bank shall reimburse such payments on submission of satisfactory documentary evidence thereof.**
- xii. All other charges (other than statutory levies) will remain fixed during the duration of the contract.

20. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to

make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

21. WAIVER OF RIGHTS:

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

22. CONTRACT AMENDMENT:

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

23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

24. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity

period as specified in this RFP strictly on the format at **Appendix-K** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

25. SERVICES & PAYMENT:

- i. **Bank will not be responsible for any violation of statutory obligations applicable to the vendor as an employer.**
- ii. The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like Know Your Employee etc.
- iii. The support service team would have proven expertise in rendering support services in similar capacity and must have more that three (03) years post qualification experience in hardware peripherals and various operating systems. The RE (Resident Engineer) should have good communication skill, positive attitude and technical understanding.
- iv. The support service team would be qualified as a B.E. / B. Tech / BCA / BSc (IT)/ Graduate or Diploma holder from a reputed university.
- v. **The support service team shall be dedicated for SBI, LHO-Kolkata only** and shall report to and operate from SBI, Local Head Office- Kolkata, 1, Strand Road, Kolkata – 700001 only. **The Vendor shall arrange for minimum three Resident Engineers (RE), as per qualification / experience applicable.** The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.
- vi. Vendor will have the right to change Service engineer(s) deputed at LHO. Any such change will be intimated to the Bank and make suitable arrangement.
- vii. The Vendor shall be liable to replace the engineer immediately if the Bank is not

satisfied with his/her performance.

- viii. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares and helping the users during installation and stabilization of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.
- ix. The Resident Engineer cannot be changed at frequent intervals and deployed for a minimum period of one (01) year. Upon changing resource personnel, the vendor is required to give sufficient notice, at least one month, to the bank in this regard before replacing such a team member.
- x. All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any specific time/day should be conveyed in advance to the branch and alternative arrangements must be worked out.
- xi. The Resident Engineer at Bank's location/s are governed by the codes and ethics of the workplace and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose.
- xii. The vendor shall maintain onsite, an inventory of computer hardware, peripherals and components like Mouse, Keyboard, Hard disk and other spare parts to ensure that the uptime of all systems as per the **Annexure-N**.
- xiii. **The Bank shall release quarterly payments towards the maintenance charges after the expiry of each quarter and after completion of Preventive Maintenance of all the systems in the Bank. The payment will be released only after submission of relevant documentary proof of electronic disbursement of salary / wages / EPF / ESIC to the deployed manpower (three REs) to this office.**
- xiv. **The vendor shall ensure adequate monthly salary to the Resident Engineers (REs) deputed under this contract. However, their salary shall not be less than the minimum prevailing rates mentioned in the "Minimum wages Act, 1948" of Govt. of India as per the latest circular of the Office of the Chief Labour Commissioner(C), Ministry of Labour and Employment Dept, Government of India, vide Govt. order: F. No. 1/16(3)2022-LS-II DT.28.09.2022 (Category of Worker -Semi Skilled & 26 Days will be counted as working day in a month). The other benefits like PF & ESIC to be paid to REs as per the Provident**

Fund/Employees State Insurance Act and other labour laws prevailing in the country.

- xv. Escalation matrix to be submitted along with the technical bid.
- xvi. **Vendor will ensure that all the Engineers deployed by the Company are in Company uniform and ID Cards displayed at all times.**
- xvii. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated.
- xviii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released as per requirements of the Bank.
- xix. Service Provider shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.
- xx. Service Provider shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.
- xxi. **Preventive maintenance:** The company shall conduct preventive maintenance (including but not limited) to inspection, testing, satisfactory execution of all appliances, replacement of unserviceable parts & necessary repairing of the equipment within the first fifteen days of the commencement of this agreement & once in every subsequent Quarter thereafter. Notwithstanding the foregoing, the company recognize SBI' s operational needs & agrees that SBI shall have the right to require the company to adjourn preventive maintenance from any scheduled time to a date & time, not later than fifteen working days thereafter. For the purpose of preventive maintenance & other maintenance services, the company shall arrange for services of qualified engineers at the LHO and guest houses for ensuring satisfactory functioning of the equipment. The engineer will be qualified, experienced and dedicated for SBI use only.
- xxii. During the ATS/AMC period, Service Provider will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the support period, Service Provider shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from

and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.

- xxiii. During the support period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at LHO, Kolkata or at other locations wherever required, whenever it is essential. In case of failure of product or specified hardware/software, Service Provider shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.
- xxiv. ATS/ AMC would be on-site and comprehensive in nature and must have back to back support from the OEM. Service Provider shall warrant products against defects arising out of faulty design etc. during the specified support period.
- xxv. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
- (a) Diagnostics for identification of product or specified hardware/software failures
 - (b) Protection of data/ configuration
 - (c) Recovery/ restart facility
 - (d) Backup of product or specified hardware/software / configuration
- xxvi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- xxvii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xxviii. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

26. PENALTIES:

As mentioned in **Appendix-G** of this RFP.

27. RIGHT TO VERIFICATION:

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

28. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

29. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

30. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 12 months. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 31(iii)(b) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

32. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 & 15 of Service Level Agreement placed as Appendix to this RFP.

33. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

34. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted

personnel (where permitted) and will hold itself responsible for any misdemeanours.

- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under ‘Non-Disclosure Agreement’ in **Appendix-I** of this RFP.

35. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the

Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

36. CODE OF INTEGRITY:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding

Process.

- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (d) “**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - (e) “**Obstructive practice**” means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false

statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

37. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.

- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

38. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement 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 the Agreement.

39. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

40. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

41. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be

referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Kolkata.

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

42. GOVERNING LANGUAGE:

The governing language shall be English.

43. APPLICABLE LAW:

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

44. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same.
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons

whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider.

45. TAX DEDUCTION AT SOURCE:

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

46. NOTICES:

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

47. OTHER TERMS & CONDITINS: (Selected Bidders Obligations)

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- v. The selected bidder(s) shall be responsible for compliance with all laws, rules, regulation, orders, notifications and directions applicable in respect of its personnel including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonus Act 1965, the Minimum Wages Act 1948, the Employees Provident Fund Act 1952 and the Workmen Compensation Act 1923 and shall maintain proper records, including but not limited to, accounting records required under applicable laws or any code or practice or Corporate Policy. The selected bidder shall comply with all statutory obligation and SBI shall not be liable for any action under the statues applicable due to non-fulfillment of statutory obligation by the selected bidder.
- vi. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-I** of this RFP.





Part-II
APPENDIX A TO M

Appendix –A

BID FORM (TECHNICAL BID)

[On Company's letter head]
(To be included in Technical Bid)

Date: _____

To:
Assistant General Manager (ITS),
State Bank of India, Local Head Office
ITS Department, Technology Block,
Samriddhi Bhavan, 1, Strand Road,
Kolkata – 700001

Dear Sir,

Ref: RFP No. ITS/AMC/23-24/1 dated 10/03/2023

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We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.

- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-H** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our





authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.

- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 20..

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

**Appendix-B**

**BIDDER'S ELIGIBILITY CRITERIA**

**Name of the Firm / Company:**

| Sl No. | Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Documents to be submitted                                                                                          | Compliance Yes / No |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------|
| 1      | The bidder should have minimum annual turnover of Rs.5 Crore in each of the last three financial years i.e. 2019-20, 2020-21 and 2021-22 as per the audited balance sheet available at the time of submission of tender. This must be the individual company turnover and not that of any group of companies.                                                                                                                                                                                       | Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same is to be submitted |                     |
| 2      | Bidder should have positive operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in the last three financial years i.e. 2019-20, 2020-21 and 2021-22.                                                                                                                                                                                                                                                                                                       | Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.                   |                     |
| 3      | <b><u>Work Experience-</u></b> Details of work experience supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of similar services for the State Bank of India at any centre or government / semi government / public sector undertakings / banks / MNCs should also be given ( <b><u>AMC solution provided in similar environment including of value not less than Rs. 5 Lakhs in the last three (03) years</u></b> ) | Copies of the work orders, documents and certificates to be submitted.                                             |                     |
| 4      | Name and address of the existing clients along with full details. The feedback from top three existing clients is required as per <b>Annexure-O</b>                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                    |                     |

**Name & Signature of authorised signatory**

**Seal of Company**

**TECHNICAL & FUNCTIONAL SPECIFICATIONS**

**Asset Details and General Configurations of HW/SW at Local Head Office, Guest Houses at Ronaldshay Road and SBILD, Saltlake**

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

| SI No | Type of Asset        | Make                                   | Qty |
|-------|----------------------|----------------------------------------|-----|
| 1     | ALL IN ONE PC        | DELL / LENOVO / HP / ASUS              | 17  |
| 2     | DESKTOP PC           | ACER / DELL / LENOVO / HP / HCL        | 700 |
| 3     | MFP PRINTER          | Brother / Canon / HP / Lexmark / Richo | 195 |
| 4     | MFP COLOR PRINTER    | HP / Canon                             | 10  |
| 5     | COLOR PRINTER        | HP                                     | 10  |
| 6     | LASER PRINTER        | Canon / HP / Lexmark / Richo           | 129 |
| 7     | INK /IN TANK PRINTER | HP / EPSON                             | 14  |
| 8     | SCANNER              | Canon / HP                             | 28  |

**General configurations / specifications of HW /SW at LHO and guest houses:**

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

| <b>DESKTOP (INTEL)</b>     |                                                                                                                                                                                                                                  |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>         | <b>Desktop PC (Certified for Microsoft Windows)</b>                                                                                                                                                                              |
| <b>Processor</b>           | Intel Core i3 - 10105, 10th generation or higher with base frequency 3.7GHz upto 4.4GHz                                                                                                                                          |
| <b>Chipset</b>             | Compatible chipset                                                                                                                                                                                                               |
| <b>Hard Disk</b>           | 256 GB or higher PCIeNVMe SSD with 1TB SATA HDD (7200 RPM)                                                                                                                                                                       |
| <b>Memory</b>              | 1x16GB DDR4 - 2666 MHz or higher, expandable to 32 GB or more, with minimum 2 DIMM slots or more                                                                                                                                 |
| <b>Monitor</b>             | Min 21" TFT/LED with 1920x1080 resolution or higher along with Antiglare display screen coating. Static Contrast Ratio of 3000:1 or better. Speaker (Internal/External). Display Port/VGA. Energy star, EPEAT and TCO certified. |
| <b>Keyboard</b>            | 104 keys USB Keyboard**                                                                                                                                                                                                          |
| <b>Mouse</b>               | USB OPTICAL SCROLL MOUSE**                                                                                                                                                                                                       |
| <b>Network Card</b>        | Single NIC-10/100/1000 Gigabit Ethernet                                                                                                                                                                                          |
| <b>Ports</b>               | Front: Min 1 headphone/microphone combo. Min 4 USB 3.0 or higher. Rear: Min 1 RJ-45, Min 1 HDMI, Min 1 VGA/Display Port, Min 4 USB 3.0 or higher                                                                                 |
| <b>Operating System</b>    | Windows 10 Professional 64 bit license preloaded                                                                                                                                                                                 |
| <b>Power supply</b>        | Maximum 300 watts Energy Star complied                                                                                                                                                                                           |
| <b>Additional Software</b> | Not Applicable                                                                                                                                                                                                                   |
| <b>Manageability</b>       | Pre-Failure Notification for HDD                                                                                                                                                                                                 |
| <b>Compliance</b>          | Should be EPEAT India Registered, Energy Star certified, RoHS compliant                                                                                                                                                          |
| <b>Warranty</b>            | 1 year On-site                                                                                                                                                                                                                   |
| <b>Security Management</b> | TPM 2.0                                                                                                                                                                                                                          |

| <b>HIGH END DESKTOP (INTEL)</b> |                                                                                                                                                                                                                                  |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>              | <b>Desktop PC (Certified for Microsoft Windows)</b>                                                                                                                                                                              |
| <b>Processor</b>                | Intel Core i7 - 11700, 11th generation or higher with base frequency of 2.9 GHz upto 4.9 GHz                                                                                                                                     |
| <b>Chipset</b>                  | Intel Q-series chipset                                                                                                                                                                                                           |
| <b>Hard Disk</b>                | 256 GB or higher PCIeNVMe SSD with 1TB SATA HDD at least 7200 RPM)                                                                                                                                                               |
| <b>Memory</b>                   | 1x32 GB DDR4 - 3200 MHz RAM, expandable to 64 GB or more, with minimum 2 DIMM slots or more                                                                                                                                      |
| <b>Monitor</b>                  | Min 21" TFT/LED with 1920x1080 resolution or higher along with Antiglare display screen coating. Static Contrast Ratio of 3000:1 or better. Speaker (Internal/External). Display Port/VGA. Energy star, EPEAT and TCO certified. |
| <b>Keyboard</b>                 | 104 keys USB Keyboard**                                                                                                                                                                                                          |
| <b>Mouse</b>                    | USB OPTICAL SCROLL MOUSE**                                                                                                                                                                                                       |
| <b>Network Card</b>             | Single NIC-10/100/1000 Gigabit Ethernet                                                                                                                                                                                          |
| <b>Ports</b>                    | Front: Min 1 headphone/microphone combo. Min 4 USB 3.0 or higher. Rear: Min 1 RJ-45, Min 1 HDMI, Min 1 VGA/Display Port, Min 4 USB 3.0 or higher                                                                                 |
| <b>Operating System</b>         | Windows 10 Professional 64 bit license preloaded                                                                                                                                                                                 |
| <b>Power supply</b>             | Maximum 300 watts Energy Star complied                                                                                                                                                                                           |
| <b>Additional Software</b>      | Not Applicable                                                                                                                                                                                                                   |
| <b>Manageability</b>            | Pre-Failure Notification for HDD                                                                                                                                                                                                 |
| <b>Compliance</b>               | Should be EPEAT India Registered, Energy Star certified, RoHS compliant                                                                                                                                                          |
| <b>Warranty</b>                 | 1 year Onsite                                                                                                                                                                                                                    |
| <b>Security Management</b>      | TPM 2.0                                                                                                                                                                                                                          |

| <b>Desktop (AMD)</b>       |                                                                                                                                                                                                                                  |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>         | <b>Desktop PC (Certified for Microsoft Windows)</b>                                                                                                                                                                              |
| <b>Processor</b>           | AMD Ryzen 5 Pro 3350G Or Higher with base clock of 3.6 GHz upto 4 GHz                                                                                                                                                            |
| <b>Chipset</b>             | Compatible Chipset                                                                                                                                                                                                               |
| <b>Hard Disk</b>           | 256 GB or higher PCIeNVMe SSD with 1TB SATA HDD (7200 RPM)                                                                                                                                                                       |
| <b>memory</b>              | 1x16GB DDR4 - 2666 MHz or higher, expandable to 32 GB or more, with minimum 2 DIMM slots or more                                                                                                                                 |
| <b>Monitor</b>             | Min 21" TFT/LED with 1920x1080 resolution or higher along with Antiglare display screen coating. Static Contrast Ratio of 3000:1 or better. Speaker (Internal/External). Display Port/VGA. Energy star, EPEAT and TCO certified. |
| <b>Keyboard</b>            | 104 keys USB Keyboard**                                                                                                                                                                                                          |
| <b>Mouse</b>               | USB OPTICAL SCROLL MOUSE**                                                                                                                                                                                                       |
| <b>Network Card</b>        | Single NIC-10/100/1000 Gigabit Ethernet                                                                                                                                                                                          |
| <b>Ports</b>               | Front: Min 1 headphone/microphone combo. Min 4 USB 3.0 or higher. Rear: Min 1 RJ-45, Min 1 HDMI, Min 1 VGA/Display Port, Min 4 USB 3.0 or higher                                                                                 |
| <b>Operating System</b>    | Windows 10 Professional 64 bit license                                                                                                                                                                                           |
| <b>Power supply</b>        | Maximum 250 watts Energy Star complied.                                                                                                                                                                                          |
| <b>Additional Software</b> | Not Applicable                                                                                                                                                                                                                   |
| <b>Manageability</b>       | Pre-Failure Notification for HDD                                                                                                                                                                                                 |
| <b>Compliance</b>          | Should be EPEAT India Registered, Energy Star certified, RoHS compliant                                                                                                                                                          |
| <b>Warranty</b>            | 1 Year On-Site                                                                                                                                                                                                                   |
| <b>Security Management</b> | TPM 2.0                                                                                                                                                                                                                          |



**HIGH END DESKTOP (AMD)**

| Description         | Desktop PC (Certified for Microsoft windows)                                                                                                                                                                                                |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Processor           | AMD Ryzen 3 Pro 5350G Or Higher with base clock of 4.0 GHz upto 4.2GHz                                                                                                                                                                      |
| Chipset             | Compatible Chipset                                                                                                                                                                                                                          |
| Hard Disk           | 256 GB or higher PCIeNVMe SSD with 1TB SATA HDD (7200 RPM)                                                                                                                                                                                  |
| memory              | 1x32 GB DDR4 - 3200 MHz RAM, expandable to 64 GB or more with minimum 2 DIMM slots                                                                                                                                                          |
| Monitor             | Min 21" TFT/LED with 1920x1080 resolution or higher along with Antiglare display screen coating. Static Contrast Ratio of 3000:1 or better. Speaker (Internal/External). HDMI Port, Display Port/VGA. Energy star, EPEAT and TCO certified. |
| Keyboard            | 104 keys USB Keyboard**                                                                                                                                                                                                                     |
| Mouse               | USB OPTICAL SCROLL MOUSE**                                                                                                                                                                                                                  |
| Network Card        | Single NIC-10/100/1000 Gigabit Ethernet                                                                                                                                                                                                     |
| Ports               | Front: Min 1 headphone/microphone combo. Min 4 USB 3.0 or higher. Rear: Min 1 RJ-45, Min 1 HDMI, Min 1 VGA/Display Port, Min 4 USB 3.0 or higher                                                                                            |
| Operating System    | Windows 10 Professional 64 bit license                                                                                                                                                                                                      |
| Power supply        | Maximum 250 watts Energy Star complied.                                                                                                                                                                                                     |
| Additional Software | Not Applicable                                                                                                                                                                                                                              |
| Manageability       | Pre-Failure Notification for HDD                                                                                                                                                                                                            |
| Compliance          | Should be EPEAT India Registered, Energy Star certified, RoHS compliant                                                                                                                                                                     |
| Warranty            | 1 Year On-Site                                                                                                                                                                                                                              |
| Security Management | TPM 2.0                                                                                                                                                                                                                                     |

| Printer Particulars            | Printer Type            | Specifications                                                                                                                                                                                                                                                                                         |
|--------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Line Matrix Printer            | Line Matrix Printer     | 500 LPM or higher with Integrated Print Server / LAN Card, Pedestal Model                                                                                                                                                                                                                              |
| High Speed Dot Matrix Printer  | Dot Matrix Printer      | 24 Pin, 475cps or higher @ 10dpi Draft, Serial / Parallel / USB Interface (any two), 64KB Buffer or higher, 1+5 Copies, Ribbon life 5 million characters or higher, Print head life 300 million character or higher.                                                                                   |
| Passbook Printer               | Dot Matrix Printer      | 24 Pin, 390 cps or higher Draft, Ports : Parallel / Serial / USB (any two), Ribbon Life : 10 million characters or higher, Print Head Life : 400 million dots, Horizontal & Vertical Type. Print handling : Automatic front feed for handling average size passbook with Automatic document alignment. |
| Cash Receipt Printer           | Dot Matrix Printer      | 40 Column, 4.5 Lines/Sec. or more, USB or Parallel Interface, Mono Printing, Paper Width: 75.5 mm (3 inch) or more. Ribbon life 15 million characters or higher, Ink Bank/Cartridge 5 million Characters, Print head life 400 million character or higher.                                             |
| Network Laserjet Printer       | Mid Level Mono Printer  | 35 ppm (A4) or Higher, Processor 400 MHz, Resolution 600 x 600 dpi, Built-in Network Interface, Duplex Printing, 128 MB RAM or more, Duty Cycle Monthly 80,000 pages or higher. Per page print cost : <Rs.1.00,                                                                                        |
| Network Laserjet Printer       | Heavy Duty Mono Printer | 40 ppm or higher (A4) or Higher, Processor 500 MHz or higher, Resolution 1200 x 1200 dpi, Built-in Network Interface, Duplex Printing, 128 MB RAM or more, One High Speed USB 2.0 or Parallel Port . Duty Cycle Monthly 100,000 pages. Per page print cost : <Rs.1.00,                                 |
| Multifunction Laserjet Printer | Mid Level MFD (Mono)    | 38 ppm or more, Processor 500 MHz or higher, Print/Copy/Scan, 256 MB RAM or more, Hi-Speed USB 2.0, Built-in Network Interface (Ethernet) , Duplex Printing with Automatic Feeder (ADF). Per page print cost : <Rs.1.00,                                                                               |
| Multifunction Laserjet Printer | Mid Level MFD (Color)   | 18 ppm or higher, Processor 400 MHz or higher, Print/Copy/Scan, 256MB RAM or more, Hi-Speed USB 2.0, Built-in Network Interface, Duplex Printing with Automatic Document Feeder (ADF). Per page print cost : <Rs.3.00,                                                                                 |
| Dot Matrix Printer             |                         | 24Pin, 250cps or higher @ 10dpi Draft, 80 Column, LQ 66 or above, Print head life: 150 million strokes or higher, Ribbon Life : 3 million characters or higher, 1+2 copies, 64KB, USB / Parallel I/f., 64dBA or less                                                                                   |
| Ink Tank Printer (mono)        |                         | 30 ppm or higher, Noise 60 dBA or less, Print/Copy/Scan, One High Speed USB 2.0 or Parallel Port, Built-in Network Interface, Duplex Printing with Automatic Document Feeder(ADF)                                                                                                                      |
| Ink Tank Printer (color)       |                         | 30 ppm or higher, Noise 60 dBA or less, Print/Copy/Scan, One High Speed USB 2.0 or Parallel Port, Built-in Network Interface, Duplex Printing with Automatic Document Feeder(ADF)                                                                                                                      |
| Warranty                       |                         | 3 years On-site                                                                                                                                                                                                                                                                                        |



| <b>Scanner-1</b>             |                                                                                                                |
|------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>Scanner Speed</b>         | 30ppm and above                                                                                                |
| <b>Duplex scanning</b>       | Yes                                                                                                            |
| <b>Scan Technology</b>       | CIS / CCD                                                                                                      |
| <b>Daily Volume</b>          | 3500 pages per day or higher                                                                                   |
| <b>Scan Resolution</b>       | Upto 600 DPI or higher                                                                                         |
| <b>ADF Capacity</b>          | Upto 50 Sheets; handles small documents such as ID cards, Aadhaar Card, PAN cards, etc                         |
| <b>Standard</b>              | USB 2.0 / USB 3.0 compatible                                                                                   |
| <b>Connectivity Warranty</b> | 3 year Onsite                                                                                                  |
| <b>Output Format</b>         | Single and mutipls page .tif, '.tiff', '.pdf', '.jpeg', '.jpg', '.bmp'                                         |
| <b>Operating System</b>      | Windows 10(32bit & 64 bit); Windows 8.1 (32bit & 64 bit); Windows 8(32bit & 64 bit); Windows 7(32bit & 64 bit) |
| <b>Page Type</b>             | A4, Legal                                                                                                      |
| <b>Scanning Mode</b>         | Full Color / Gray Scale / Black & White                                                                        |
| <b>Other Features</b>        | Barcode reading                                                                                                |

|                              | <b>Scanner-2</b>                                                                                                  |
|------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Scanner Speed</b>         | 50ppm and above                                                                                                   |
| <b>Duplex scanning</b>       | Yes                                                                                                               |
| <b>Scan Technology</b>       | CIS / CCD                                                                                                         |
| <b>Daily Volume</b>          | 5000 pages or more per day                                                                                        |
| <b>Scan Resolution</b>       | Upto 600 DPI or higher                                                                                            |
| <b>ADF Capacity</b>          | 60 Sheets or more ; handles small documents such as ID cards, Aadhaar Card, PAN cards, etc                        |
| <b>Standard</b>              | USB 2.0 / USB 3.0 compatible                                                                                      |
| <b>Connectivity Warranty</b> | 3 year Onsite                                                                                                     |
| <b>Output Format</b>         | Single and mutipls page .tif, '.tiff', '.pdf', '.jpeg', '.jpg', '.bmp'                                            |
| <b>Operating System</b>      | Windows 10(32bit & 64 bit); Windows 8.1 (32bit & 64 bit);<br>Windows 8(32bit & 64 bit); Windows 7(32bit & 64 bit) |
| <b>Page Type</b>             | A4, Legal                                                                                                         |
| <b>Scanning Mode</b>         | Full Color / Gray Scale / Black & White                                                                           |
| <b>Other Features</b>        | Barcode reading                                                                                                   |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |         |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-E**

**INDICATIVE PRICE BID**

To:

Dear Sir,

Ref: RFP No. **ITS/AMC/23-24/1 dated 10/03/2023**

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

**FOR LHO-KOLKATA AS DETAILED BELOW:**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of for replacement value calculated by the Bank based on the indicative hardware items/ equipment available at various locations of the concerned LHO as per RFP document and as per indicative configuration mentioned in Appendix C of the said bidding document as follows:

**Price Bids are to be submitted in the following format:**

**Name of the Bidder:**

| Sr. No. | Description                                                                                                                           | Amount for One Year in Rs.<br>(Without GST & PF, ESI) |
|---------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 1.      | AMC charges for all H/W as per "Appendix-C" along with manpower (Annual Charges for deploying <b><u>THREE</u></b> Resident Engineers) |                                                       |
|         | <b>Total Cost of Ownership (TCO) in Rs. (figure)</b>                                                                                  |                                                       |
|         | Total Cost of Ownership (TCO) (in WORDS)                                                                                              |                                                       |

\* This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the reverse auction.

**Note :**

- i. AMC will be valid for 12 months from the date of commencement. However, the

same shall be subject to renewal on the same rates and terms & conditions provided the service support is found satisfactory. The rates shall be valid for 3 years in case of renewal, if mutually agreed by Bank & Vendor.

- ii. The prices quoted shall be firm and binding without any escalation whatsoever for a period of three year. The Bank shall not consider any request in change of rates of FMS/AMC due to any reason whatsoever, during the period of contract, except for any statutory requirements subsequently effected, such as implementation of higher tax rates, enhancement in minimum wages, etc., However, in case of enhancement of minimum wages by the Government during the course of the contract, such enhancement shall be effected by the Bank, only to the extent of meeting the payment of minimum wage requirement, provided such enhancement should be brought to the notice of the Bank by the Bidder and in the absence of the same the liability of meeting the minimum wage requirement will rest with the Bidder. In case of such enhancement in minimum wages by the Central Government, the same shall be effected by the Tenderer forthwith, to the extent of meeting the requirement of payment of atleast minimum wages to the RE deployed at the Bank and the Bank shall reimburse such payments on submission of satisfactory documentary evidence thereof.
- iii. However, the salary of REs will be considered by the Bank for payment as per the rates mentioned in the “Minimum wages Act, 1948” of Govt. of India as per the latest circular of the Office of the Chief Labour Commissioner(C), Ministry of Labour and Employment Dept, Government of India, vide Govt. order: F. No. 1/16(3)2022-LS-II DT.28.09.2022 (Category of Worker -Semi Skilled & 26 Days will be counted as working day in a month). The other benefits like PF & ESIC to be paid to REs as per the Provident Fund/Employees State Insurance Act and other labour laws prevailing in the country.

Dated this ..... day of ..... 2023

Name & Signature of authorised signatory

Seal of Company

**Appendix-F**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_this \_\_\_\_\_day of \_\_\_\_\_20 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_(procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **ITS/AMC/23-24/1 dated 10/03/2023.**
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.



5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and



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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

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



**Appendix-G**

**OTHER TERMS AND PENALTIES**

1. **On-site comprehensive AMC:** AMC would be on-site and comprehensive in nature. Vendor will provide support for operating systems and other preinstalled software components during AMC period of the hardware on which these software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
2. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - (a) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
  - (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises.
  - (c) The vendor shall resolve any complaint and failures in the equipment and shall repair and replace worn out or defective parts of the equipment immediately. The vendor shall ensure that faults and failures intimated by the Bank as above are set right within 2 hours of being informed of the same. If the repair work is expected to prolong beyond 2 hours to down time, the vendor shall replace the defective equipment with stand-by equipment immediately and restore operations.
  - (d) Vendor shall ensure that the full configuration of the equipment is available to the Bank in proper working condition viz. a minimum uptime of 99% will have to be ensured at all times for all items.

- (e) The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for calculating the total downtime. The call will be treated as closed after final resolution of the problem and confirmation thereof by the Branch. Down time shall start from the time of intimation by the Branch/Office by phone or email or escalation portal up to the time call sheet is provided by the service engineer.
- (f) Down time (beyond the levels) defined because of delayed sourcing of spares and/or lapses will attract penalties.
- (g) The undernoted penalties are prescribed for various non- performance/deviation (beyond 2 hours).

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

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

- (h) For any other deviations of terms & conditions not included above:
- (a) Rs. 5,000/- per instance  
(b) Rs. 15,000/- if the same instance is repeated
- (i) However, if the down time is due to Force Majeure and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.
- (j) If the delay in repair/maintenance/upgradation is more than 4 hours and the same is attributable to the vendor/his representative, the Bank may hire the services of bonafide third party to ensure continuity of Business. Charges/expenditure so incurred will be recovered from the AMC vendor. Proportionate applicable AMC charges will also not be paid. However, Bank will intimate to the vendor of its intensions of hiring third party. The cost so incurred will be recovered from Vendor.

**The penalty cap that can be imposed on Vendor under this Agreement will be 10% maximum of the total AMC value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.**

- (k) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once in a quarter during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- (l) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- (m) Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.
3. Any worn 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 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 vendor and same will continue to remain in possession of the Bank.**
4. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
5. Future additions of Hardware / Software:
- (a) The Bank would have the right to:
- i. Shift supplied systems to an alternative site of its choice.
  - ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
  - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

**Name & Signature of authorised signatory**

**Seal of Company**

SERVICE LEVEL AGREEMENT

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

This agreement made on this \_\_ day of \_\_\_\_, 2023 between STATE BANK OF INDIA incorporated under the State Bank of India Act, 1955 & having its Local Head Office at Kolkata and its Office / Branch at 1, Strand Road, Samriddhi Bhawan, Kolkata -700001 for and on behalf of the various department of this office , Guest house at Ronald shay Road and SBILD, Saltlake Branches / Offices, list as per Annexure under its jurisdiction / control (hereinafter called SBI or BANK) Which expression shall include its successors and assignees through Shri.....,AGM(ITS-LHO) AND M/S ..... incorporated under the companies Act 1956 and having its Registered Office at ..... and Corporate office at ..... represented through its official who is duly authorized and competent to sign this agreement on behalf of the company as per its resolutions/ MOA/ AOA (hereafter called the COMPANY) which expression shall include its successors and assignees.

WHEREAS the Company has agreed to provide & SBI has agreed to accept from the Company **Repair and Maintenance of Computer Hardware / Peripherals and Installation / Re-installation / Upgradation of Hardware and Software** for the computer/ electronic equipment viz *Hardware including Storages / PCs / Nodes / Clients / Laptops / peripherals / printers and up gradation of software including installation Windows OS and other activities, any Software as instructed by the Bank from time to time.* (hereinafter called "The Equipment") listed in Annexure hereto, as amended from time to time.

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

1. COMMENCEMENT AND TERMS:

- a) This Agreement is effective from <.....> for a period of twelve (12) months upto the <.....> unless there is intimation in writing from SBI to extend the contract and acceptance by the COMPANY, for a further PERIOD on the same terms and conditions, the present agreement will be deemed to be terminated at the midnight of <.....>. Contract shall remain valid for a period of one year i.e. from <xx/xx/xxxx> to <xx/xx/xxxx>.



b) Upon termination or after expiry of this agreement, each party shall forthwith return to the other all papers, material & other properties of other held by each other for purpose of this agreement. In addition, each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible & intangible as may be necessary for the orderly, non- disrupted continuation business of each party.

c) Individual items of EQUIPMENT, and repair and maintenance service charge on such EQUIPMENT, may be added to or withdrawn from Annexure of this Agreement by mutual written consent of both parties, PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of equipment [including expired warranty items from the date of expiry of warranty], are added to Annexure, it may involve additional maintenance charges. Likewise in the event that individual items of EQUIPMENT are withdrawn from Annexure, as described herein, then AMC charges on such EQUIPMENT shall stand proportionately reduced from the invoice bill for AMC charges at the end of the relative quarter.

## **2. CHARGES:**

a) The AMC charges payable in arrears by SBI to THE COMPANY for the repair and maintenance services described above herein, are quantified in percentage terms @ Rs. .... annually plus 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 would be payable on the EQUIPMENT which are under WARRANTY and the COMPANY shall liaise with the SUPPLIER vendor for carrying out maintenance service under the warranty period.

## **3. SERVICES & PAYMENT:**

- i. The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like Know Your Employee etc.
- ii. The support service team would have proven expertise in rendering support services in similar capacity and must have more that three (03) years post qualification experience in hardware peripherals and various operating systems. The RE (Resident Engineer) should have good communication skill, positive attitude and technical understanding.
- iii. The support service team would be qualified as a B.E. / B. Tech / BCA / BSc (IT)/ Graduate or Diploma holder from a reputed university.
- iv. **The support service team shall be dedicated for SBI, LHO-Kolkata only and**

shall report to and operate from SBI, Local Head Office- Kolkata, 1, Strand Road, Kolkata – 700001 only. **The Vendor shall arrange for minimum three Resident Engineers (RE), as per qualification / experience applicable.** The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.

- v. Vendor will have the right to change Service engineer(s) deputed at LHO. Any such change will be intimated to the Bank and make suitable arrangement.
- vi. The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.
- vii. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares and helping the users during installation and stabilization of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.
- viii. The Resident Engineer cannot be changed at frequent intervals and deployed for a minimum period of one (01) year. Upon changing resource personnel, the vendor is required to give sufficient notice, at least one month, to the bank in this regard before replacing such a team member.
- ix. All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any specific time/day should be conveyed in advance to the branch and alternative arrangements must be worked out.
- x. The Resident Engineer at Bank's location/s are governed by the codes and ethics of the workplace and shall be subjected to verification by the Security Personnel, Police or such agencies deployed for the purpose.
- xi. The vendor shall maintain onsite, an inventory of computer hardware, peripherals and components like Mouse, Keyboard, Hard disk, DVD/CD-ROM and other spare parts to ensure that the uptime of all systems.
- xii. **The Bank shall release quarterly payments towards the maintenance charges after the expiry of each quarter and after completion of Preventive Maintenance of all the systems in the Bank. The payment will be released only**

**after submission of relevant documentary proof of electronic disbursement of salary / wages / EPF / ESIC to the deployed manpower (three REs) to this office.**

- xiii. **The vendor shall ensure adequate monthly salary to the Resident Engineers (REs) deputed under this contract. However, their salary shall not be less than the minimum prevailing rates mentioned in the “Minimum wages Act, 1948” of Govt. of India as per the latest circular of the Office of the Chief Labour Commissioner(C), Ministry of Labour and Employment Dept, Government of India, vide Govt. order: F. No. 1/16(3)2022-LS-II DT.28.09.2022 (Category of Worker -Semi Skilled & 26 Days will be counted as working day in a month). The other benefits like PF & ESIC to be paid to REs as per the Provident Fund/Employees State Insurance Act and other labour laws prevailing in the country.**
- xiv. Escalation matrix to be submitted along with the technical bid.
- xv. **Vendor will ensure that all the Engineers deployed by the Company are in Company uniform and ID Cards displayed at all times.**
- xvi. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated.
- xvii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released as per requirements of the Bank.
- xviii. Service Provider shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.
- xix. Service Provider shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.
- xx. The Bank shall maintain a register at its site in which, the Bank’s operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR’s engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR’S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank’s official. The original of the field call report shall be handed over to the Bank’s official.
- xxi. **Preventive maintenance:** The company shall conduct preventive maintenance (including but not limited) to inspection, testing, satisfactory execution of all appliances, replacement of unserviceable parts & necessary

repairing of the equipment within the first fifteen days of the commencement of this agreement & once in every subsequent Quarter thereafter. Notwithstanding the foregoing, the company recognize SBI's operational needs & agrees that SBI shall have the right to require the company to adjourn preventive maintenance from any scheduled time to a date & time, not later than fifteen working days thereafter. For the purpose of preventive maintenance & other maintenance services, the company shall arrange for services of qualified engineers at the LHO and guest houses for ensuring satisfactory functioning of the equipment. The engineer will be qualified, experienced and dedicated for SBI use only.

- xxii. During the ATS/AMC period, Service Provider will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the support period, Service Provider shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.
- xxiii. During the support period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at LHO, Kolkata or at other locations wherever required, whenever it is essential. In case of failure of product or specified hardware/software, Service Provider shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.
- xxiv. ATS/ AMC would be on-site and comprehensive in nature and must have back to back support from the OEM. Service Provider shall warrant products against defects arising out of faulty design etc. during the specified support period.
- xxv. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
  - (e) Diagnostics for identification of product or specified hardware/software failures



- (f) Protection of data/ configuration
- (g) Recovery/ restart facility
- (h) Backup of product or specified hardware/software / configuration.

- xxvi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- xxvii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xxviii. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

#### 4. **OTHER TERMS AND PENALTIES**

a. On-site comprehensive AMC: AMC would be on-site and comprehensive in nature. Vendor will provide support for operating systems and other preinstalled software components during AMC period of the hardware on which these software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

b. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

- (n) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
- (o) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises.
- (p) The vendor shall resolve any complaint and failures in the equipment and shall repair and replace worn out or defective parts of the equipment immediately. The vendor shall ensure that faults and failures intimated by the Bank as above are set right within 2 hours of being informed of the same. If the repair work is expected

to prolong beyond 2 hours to down time, the vendor shall replace the defective equipment with stand-by equipment immediately and restore operations.

- (q) Vendor shall ensure that the full configuration of the equipment is available to the Bank in proper working condition viz. a minimum uptime of 99% will have to be ensured at all times for all items.
- (r) The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for calculating the total downtime. The call will be treated as closed after final resolution of the problem and confirmation thereof by the Branch. Down time shall start from the time of intimation by the Branch/Office by phone or email or escalation portal up to the time call sheet is provided by the service engineer.
- (s) Down time (beyond the levels) defined because of delayed sourcing of spares and/or lapses will attract penalties.
- (t) The undernoted penalties are prescribed for various non- performance/deviation (beyond 2 hours).

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

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

- (u) For any other deviations of terms & conditions not included above:
- (c) Rs. 5,000/- per instance  
(d) Rs. 15,000/- if the same instance is repeated
- (v) However, if the down time is due to Force Majeure and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.
- (w) If the delay in repair/maintenance/upgradation is more than 4 hours and the same is attributable to the vendor/his representative, the Bank may hire the services of bonafide third party to ensure continuity of Business. Charges/expenditure so incurred will be recovered from the AMC vendor. Proportionate applicable AMC charges will also not be paid. However, Bank will intimate to the vendor of its

intensions of hiring third party. The cost so incurred will be recovered from Vendor.

**The penalty cap that can be imposed on Vendor under this Agreement will be 10% maximum of the total AMC value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.**

- (x) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once in a quarter during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
  - (y) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
  - (z) Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.
6. Any worn 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 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 vendor and same will continue to remain in possession of the Bank.**
7. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
8. **Future additions of Hardware / Software:**
- 8.1 The Bank would have the right to:
- a) Shift supplied systems to an alternative site of its choice.
  - b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or

any equipment / software acquired from another vendor.

- c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

8.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

## 9. **REPAIR AND MAINTENANCE SERVICE:**

9.1. 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.

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 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.

| SI No | Part Description              | Quantity                   |
|-------|-------------------------------|----------------------------|
| 1     | SMPS DESKTOP                  | 1 each for every 100 Nodes |
| 2     | Monitor, VGA Cards            | 1 each for every 100 Nodes |
| 3     | NIC cards                     | 4 each for every 100 Nodes |
| 4     | Keyboard                      | 4 each for every 100 Nodes |
| 5     | Mouse                         | 4 each for every 100 Nodes |
| 6     | MOTHERBOARD DESKTOP Dual Core | 1 each for every 200 Nodes |
| 7     | MOTHERBOARD DESKTOP i3        | 1 each for every 200 Nodes |
| 8     | MOTHERBOARD DESKTOP AMD A8    | 1 each for every 200 Nodes |
| 9     | HARDDISK DESKTOP (Min 500 GB) | 1 each for every 100 Nodes |
| 10    | RAM DESKTOP                   | Sufficient quantities      |

|    |                                         |                            |
|----|-----------------------------------------|----------------------------|
| 11 | USB Card /Input Output card             | 4 each for every 100 Nodes |
| 12 | LASER PRINTER Complete- MFP             | One Quantity               |
| 13 | LOGIC CARD for printers                 | 1 of each Model            |
| 14 | POWER SUPPLY Laser Printer above models | 1 of each Model            |
| 15 | TEFLON FOR PRINTERS                     | 2 of each Model            |
| 16 | FUSSER ASSEMBLY FOR PRINTERS            | 1 of each Model            |
| 17 | PRESSURE ROLLER FOR PRINTERS            | 1 of each Model            |
| 18 | PAPER PICKUP RUBBER FOR PRINTERS        | 2 of each Model            |

The stock of spares kept by the COMPANY at agreed locations will be subject to inspection periodically by Authorised Bank officials of branches/offices.

Though there is no insistence on keeping 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.

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 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 03.1 (c) of the AMC payment / instalment 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.

- b) 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 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 03.1 (c) of the AMC payment / instalment 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.
- c) 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.
- d) All repair and maintenance service described herein shall be performed by qualified maintenance engineers thoroughly familiar with the EQUIPMENT.

- e) 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, SCO Unix etc] as provided in the approved TENDER annexure attached, is available at Bank's Site. The engineer should be technically qualified, a degree / diploma (computer engineering or in the allied fields of engineering) holder, 2/3 years 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 to by the COMPANY to enable tracking & call routing. Services must be available on 24 X 7 basis. Leave substitute arrangement has to be done by the COMPANY. 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, THE COMPANY 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. In case of some office / Branch, EQUIPMENT may be under warranty. It is expected of the Service Engineer to coordinate with the original Vendor for rectification / repair if required. 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.
- f) 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.

- g) IF THE COMPANY failed to carry out repair works before the end of 3rd business day after lodgement 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 may be at a higher cost than otherwise payable to THE COMPANY, such cost will be recovered from the company by paying less AMC charges equivalent to extra cost except cost of consumable parts.
- h) The Company shall load / unload / reload and configure operating systems and / or any other specific system software / utilities as the case may be in EQUIPMENT covered under AMC at no extra cost to the SBI, whenever need arises.
- i) The COMPANY shall be responsible for and ensure regular installation / maintenance / trouble shooting / ADS / NAC (Active Directory Services) / patches / security patches/ advisories/ service packs / updates of Software like Netware, Antivirus System, Windows OS, MS office, WinNT, Linux, SCO Unix ; creating groups; setting up of email on outlook express / Microsoft outlook / MS Teams 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 SBI.
- j) 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 SBI.
- k) The COMPANY should assist the SBI to recover the data, free of cost, in case of Hard Disk crash of any EQUIPMENT under its AMC.
- l) 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.
- m) 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 or to any property of the bank even if it is not covered by the AMC.

- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
10. **FORCE MAJEURE:**
- v. Notwithstanding the provisions of terms and conditions contained in this RFP, 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.
- vi. 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, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider 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.
- vii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable



alternative means for performance not prevented by the Force Majeure event.

viii. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement 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 the Agreement.

11. **SUBCONTRACTING:**

As per scope of this RFP, sub-contracting is not permitted.

12. **RIGHT TO VERIFICATION:**

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

13. **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.

14. **SECURITY:**

THE COMPANY agrees that it 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.

15. **CONFIDENTIALITY:**

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 hereafter, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to SBI. THECOMPANY 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 non disclosure 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.

16. **DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

- i). Services shall be made by Service Provider within the timelines prescribed in this document.
- ii). If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii). Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document). The decision of the bank shall be final and binding and shall not be objected to by the service provider.

17. **SERVICE PROVIDER'S OBLIGATIONS:**

- i) Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii) Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii) Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated
- iv) Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- v) The selected bidder(s) shall be responsible for compliance with all laws, rules, regulation, orders, notifications and directions applicable in respect of its personnel including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonus Act 1965, the Minimum Wages

Act 1948, the Employees Provident Fund Act 1952 and the Workmen Compensation Act 1923 and shall maintained proper records, including but not limited to, accounting records required under applicable laws or any code or practice or Corporate Policy. The selected bidder shall comply with all statutory obligation and SBI shall not be liable for any action under the statues applicable due to non-fulfillment of statutory obligation by the selected bidder.

- vi) Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under ‘Non-Disclosure Agreement’ in Appendix-H of this RFP.

18. **CODE OF INTEGRITY:**

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

or their property to influence their participation in the procurement process or affect the execution of a contract;

(d)“**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

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

19. **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.

20. **BUSINESS TERMINATION:**

In the event that THE COMPANY shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of a creditors, suffer or permit the appointment of a become subject to, any proceeding under any avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors then (at the option of SBI notwithstanding clause 1.1of the Agreement ) this Agreement shall terminate and of no further force and effect and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

21. **TERMINATION FOR DEFAULT:**

i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in

part:

- (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
- (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
- (c) Violations of any terms and conditions stipulated in the RFP;
- (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- iii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iv. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- v. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- vi. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vii. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where

transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

22. **DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Kolkata.
- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

23. **GENERAL:**

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



- 23.2. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
- 23.3. 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.
- 23.4. Words implying the singular include the plural and vice-versa.
- 23.5. The Terms and conditions in this document together with the terms and conditions of the purchase contract signed by THE COMPANY shall constitute the entire binding contract between THE COMPANY and SBI.
- 23.6. Annexure to this agreement as may be amended from time to time shall be deemed to be part and parcel of this agreement.
- 23.7. All communication to be in writing by letter / posts/digital modes.

IN WITNESS HERE OF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON  
THE ABOVE-MENTIONED DATE

For & on behalf of STATE BANK OF INDIA

SBI by ITS REPRESENTATIVE

NAME'S & TITLE'S OF SIGNATORY OF

STATE BANK OF INDIA

(Authorised Signatory who may be the head of a C.O. Department / Establishment, AGM at an LHO, CM at a Regional Business Office/ Administrative Office, Head of Branch or Cell)

For & On behalf of .....

By Its constituted attorneys

NAME & DESIGNATION OF AUTHORISED SIGNATORY OF

< **VENDOR NAME** >

- 1.
- 2.

Appendix-I

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ 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 its Local Head Office at Kolkata- 700001 through its ITS Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.



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

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

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

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub

Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

- (e) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (f) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (g) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. Termination of contract



- (h) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No

waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Kolkata and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Kolkata.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)



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

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

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

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |



**Appendix-J**

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

| <b>Vendor Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |

**Appendix-K**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
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**EMD BANK GUARANTEE FOR ANNUAL MAINTENANCE CONTRACT (AMC)  
OF COMPUTER HARDWARE AND ITS PERIPHERIALS AND INSTALLATION  
/ REINSTALLATION / UPGRADATION OF SOFTWARE AT LOCAL HEAD  
OFFICE, GUEST HOUSE AT RONALDSHAY ROAD AND SBILD SALT LAKE**

**RFP NO. SBI:xx:xx DATED dd/mm/yyyy**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide AMC of Computer Hardware, Software, Printers setups and other peripherals as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

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

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating

the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder 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 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before \_\_\_\_ (date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.





Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)
- (b) This Bank Guarantee shall be valid upto .....
- (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 .....

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official of the bank

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

Appendix-L

**FORMAT FOR BID SECURITY DECLARATION**

[On Company's letter head]

Date:

To:

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-----

**BID SECURITY DECLARATION FOR ANNUAL MAINTENANCE OF COMPUTER  
HARDWARE AND ITS PERIPHERIALS AND INSTALLATION /  
REINSTALLATION / UPGRADATION OF SOFTWARE AT LOCAL HEAD OFFICE,  
GUEST HOUSE AT RONALDSHAY ROAD AND SBILD SALT LAKE**

**RFP NO. SBI:xx:xx DATED dd/mm/yyyy**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Administrative offices at LHO, Kolkata has invited Request to provide AMC of computer hardware, software, printers setup and other peripherals as are set out in the Request for Proposal **SBI:xx:xx DATED dd/mm/yyyy**.

We, the undersigned declare that:

That, in terms of GOI guidelines, I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

We know that it is one of the terms of said Request for Proposal that the Bidder shall furnish a bid security declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for participating in any AMC tender from SBI/ Department for a period of 2 years from the date of opening of Bid. If we are in breach of our obligation(s) under the bid conditions as:

1) In the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD.



2) We failed or refused to furnish a Performance Security in accordance with the Condition of the said Tender Document.

3) We failed or refused to sign the contract.

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon:

- 1) Our receipt of your notification to us of the name of the successful bidder or
- 2) Twenty –eight days after the expiration of our Bid or any extension to it

We know if we are a Joint Venture, Securing Declaration should be in the name of the JV submitting the bid. If the JV is not legally constituted at the time of bidding, the Bid-Securing Declaration will be in the name of all partners named in the JV agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of M/s. \_\_\_\_\_

Address:

Signature:

Name:

In the capacity of

(DULY AUTHORISED TO SIGN THE BID)

**Appendix-M**

**RRPLACEMENT VALUE OF HARDWARE ITEMS**

| <b>SI No</b> | <b>Type of Asset</b> | <b>Replacement Price (in Rs.)</b> |
|--------------|----------------------|-----------------------------------|
| 1            | ALL IN ONE PC        | Rs.60,000/-                       |
| 2            | DESKTOP PC           | Rs.45,000/-                       |
| 3            | MFP PRINTER          | Rs.22,000/-                       |
| 4            | MFP COLOR PRINTER    | Rs.47,000/-                       |
| 5            | COLOR PRINTER        | Rs.41,700/-                       |
| 6            | LASER PRINTER        | Rs.37,050/-                       |
| 7            | INK /IN TANK PRINTER | Rs.17,950/-                       |
| 8            | SCANNER              | Rs.14,500/-                       |

**Appendix-N**

**LIST OF STOCKS TO BE MAINTAINED BY THE VENDOR**  
**(The List is indicative only, vendor should, may maintain more stocks of items/inventory to ensure continuity of operations at LHO as per actual inventory of Hardware)**

| <b>SI No</b> | <b>Part Description</b>                 | <b>Quantity</b>            |
|--------------|-----------------------------------------|----------------------------|
| 1            | SMPS DESKTOP                            | 1 each for every 100 Nodes |
| 2            | Monitor, VGA Cards                      | 1 each for every 100 Nodes |
| 3            | NIC cards                               | 4 each for every 100 Nodes |
| 4            | Keyboard                                | 4 each for every 100 Nodes |
| 5            | Mouse                                   | 4 each for every 100 Nodes |
| 6            | MOTHERBOARD DESKTOP Dual Core           | 1 each for every 200 Nodes |
| 7            | MOTHERBOARD DESKTOP i3                  | 1 each for every 200 Nodes |
| 8            | MOTHERBOARD DESKTOP AMD A8              | 1 each for every 200 Nodes |
| 9            | HARDDISK DESKTOP (Min 500 GB)           | 1 each for every 100 Nodes |
| 10           | RAM DESKTOP                             | Sufficient quantities      |
| 11           | USB Card /Input Output card             | 4 each for every 100 Nodes |
| 12           | LASER PRINTER Complete- MFP             | One Quantity               |
| 13           | LOGIC CARD for printers                 | 1 of each Model            |
| 14           | POWER SUPPLY Laser Printer above models | 1 of each Model            |
| 15           | TEFLON FOR PRINTERS                     | 2 of each Model            |
| 16           | FUSSER ASSEMBLY FOR PRINTERS            | 1 of each Model            |
| 17           | PRESSURE ROLLER FOR PRINTERS            | 1 of each Model            |
| 18           | PAPER PICKUP RUBBER FOR PRINTERS        | 2 of each Model            |



**Appendix–O**

**Format for Submission of Client References**

**To whosoever it may concern**

| <b>Particulars</b>                                     | <b>Details</b> |
|--------------------------------------------------------|----------------|
|                                                        |                |
| <b>Client Information</b>                              |                |
| Client Name                                            |                |
| Client address                                         |                |
| Name of the contact person and designation             |                |
| Phone number of the contact person                     |                |
| E-mail address of the contact person                   |                |
| <b>Project Details</b>                                 |                |
| Name of the Project                                    |                |
| Start Date                                             |                |
| End Date                                               |                |
| Current Status (In Progress / Completed)               |                |
| <b>Size of Project</b>                                 |                |
| Value of Work Order (In Lakh) (only single work order) |                |
|                                                        |                |

**Name & Signature of authorised signatory**

**Seal of Company**