

IT Services Dept., LHO Maharashtra Tender No. SBI/ITS/2024-25/01 dated 10/07/2024

OPEN TENDER

Empanelment of vendors for Maintenance, Installation of Local Area Connection (LAN) network for the branches of State Bank of India, across Maharashtra and Goa for the work upto Rupees Five Lacs

State Bank of India, ITS Department, LHO Maharashtra invites applications for empanelment of vendors for installation and maintenance of Local Area Network (LAN) at branches / offices of State Bank of India across Maharashtra and Goa.

1. Request for Proposal (RFP):

- i) State Bank of India, ITS Dept., LHO Maharashtra is hereinafter called "SBI", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns herein after called "SBI", issues this Request for Proposal, hereinafter called "RFP".
- ii) A vendor/firm submitting the proposal in response to the tender shall hereinafter be referred to as "Firm(s)" or "Vendor(s)" interchangeably.
- iii) The tender document is neither an offer letter nor a legal contract, but an invitation for offers/ responses. No contractual obligation on behalf of SBI whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of SBI and the selected vendor(s).
- iv) All offers of the vendor shall be unconditional and once accepted, whether with or without modifications by SBI, shall be binding between SBI and such vendor.
- v) Validity of Contract: The AMC contract will be valid for the **period of three years from finalization of Vendors and rates by processing this tender.** Time is the essence of the contract. Due to delay in delivering services, Bank reserves the right to cancel the contract. The Bank may at its sole discretion, reserves the right to extend validity period of the empanelment.
- vi) Date Chart:

a) Date of issue of Tender : 10/07/2024

b) Date of Pre-Bid Meeting : 18/07/2024 at 11.00 a.m.
 c) Last Date of submission : 31/07/2024 by 3.00 p.m.
 d) Opening of Tender : 31/07/2024 by 3.30 p.m.

• Please check our web site before final submission for any change in dates for final submission

- 2. Applicants who fulfill the eligibility criteria as detailed below only can apply.
 - i) Firms/vendors should have their own offices/branches preferably in Mumbai / Pune/ Nashik / Aurangabad / Nagpur / Panaji / Kolhapur/ Nanded / Amravati. Vendor having their office in any one administrative office area can apply.
 - ii) The vendors should have minimum three years' experience in the installation and maintenance of LAN connections and relative field with Financial Institutions/Private Sector Companies/Public Sector Units/MNCs.
 - iii) Strong support of technical staff with service network.
 - iv) The Firm should not have incurred losses during the last 2 financial years. Please submit audited balance sheet / chartered accountant certified accounts statement/ balance sheet for last 2 years.
 - v) Adequate experience in handling Annual Maintenance Contracts (AMC).
 - vi) **IMPORTANT**: We wish to reiterate that the Engineers visiting branches for support shall have the experience/ expertise in maintaining LAN connections, any delay due to lack of expertise, requirement of tools etc. should be avoided. Therefore, it should be ensured that all the terms and conditions are fulfilled, and repairs and replacements are made available at the shortest possible time.
 - vii) This tender is restricted for empanelment of vendors for undertaking LAN / Data cabling work in various branches / offices in Maharashtra and Goa. With this empanelment Bank does not guarantee the Business to any vendors.
 - viii) LAN / cabling work up to Maximum Rupees Five Lacs per PO / Per Branch, whereas the work up to Rupees Three Lacs will be awarded directly. For amount above 3 Lacs and below 5 lacs competitive quotations will be called from empaneled vendors. (Bank reserves the right to call quotations from other vendors who are not empaneled for any value) For Contact valued above five lacs, banks may ask for competitive quotations from the vendors or call for open tender.
 - ix) Purchase order in future will be directly placed by LHO/AO or Branches over telephone (For small value jobs or any exigencies, jobs will have to be done on telephone calls) or by Mail, PO. All vendors will require to execute all POs without exception, including small work orders/PO like laying one cable/Down call for one system. Refusing such small work orders / JOB may lead to disqualification and barring vendor to participate in tender/ undertake further Job for State Bank of India in any part of India for 5 years.
 - x) The empanelment will be valid for 3 years, whereas Bank reserves the right to extend the same for one more year or reduce the period as per the requirement.

- xi) This tender is only for empaneling of the vendors after the empanelment, rates of each item/work shall be called from shortlisted vendors only. Finalized rates will initially be valid for three years. Bank reserve rights to extend or reduce the period. Bank may decide to call commercial bid after completion of 3 years or any time as Bank may decide.
- xii) Corrigendum if any, will be floated / displayed only on Banks website, along with the original tender after pre-bid meeting, vendors are requested to check Banks website before final submission of the technical bid.
- xiii) If required Bank may decide to enter into AMC with Vendor for maintenance of LAN / Data cabling for a branch / cluster of branches. Respective AOs will call for separate price bid from empaneled vendor.
- xiv) Bank will also consider empaneling vendor for a particular Administrative office area or district; vendor needs to specify their area of service.
- xv) Bank reserves the right to add new vendor / remove existing empaneled vendor as case may be during the contract period.
- xvi) The rates will be called for entire area of SBI LHO Maharashtra which includes Maharashtra (Other than Mumbai, Thane, Palghar & Raigad Districts) and Goa. During the empanelment vendor shall clearly mention the administrative Office Area of SBI or Districts where they can provide the service. Vendor needs to provide services to at least one district. Bank may request vendor to undertake the job outside the area with mutual understanding.
- xvii) For Data cabling passive component brands which are approved by SBI from time to time and being used presently across the circle should be used by the vendor for undertaking cabling work. The present such brands are MOLEX/AMPS /KRONE /DGLINK /DLINK /DGSOLE/ finolex or ISI Make.
- 3. Firms/Vendors, which meet the above requirements and are interested in providing such services to State Bank of India may submit responses to the RFP which should include the following information:
 - i) Profile of the firm/company/vendors and Compliances (Annexure-A).
 - ii) List of major contracts undertaken for Installation/ maintaining of LAN / Network connections for minimum 35 points preferably certificated copies of PO / letter from Company. (more than 5 clients / orders during the last three years including the contracts on hand flagged as Annexure-B.
 - iii) List of registered offices and branch offices, with addresses, telephone numbers, and names of key support staff flagged as Annexure-C.

- iv) List of all service/support staff, across Mumbai, Maharashtra & Goa with contact information flagged as Annexure-C.
- v) Copies of the past two year's balance sheets of the firm, and any other relevant documents clearly establishing the volume of work / AMCs undertaken to be submitted
- vi) Non-disclosure agreement flagged as Annexure-G.
- vii) Agreement for AMC for Maintenance of LAN to be submitted by successful bidder on Rs.600 stamp paper as in Annexure-H.
- viii) Duly stamped and signed copy of this tender to be submitted along with bid.
- ix) No sub-contract will be awarded by the empaneled vendor to complete any LAN related activities.
- 4. Firms/Vendors may submit their responses to this tender in the enclosed format(s) by the dates mentioned above. in sealed Envelope, superscribed "Empanelment of Vendors for LAN / Data cabling for State Bank of India LHO Maharashtra) ", along with a covering letter stating the details, and addressed to the Asst. General Manager (ITS), State Bank of India, Local Head Office, ITS Department, Maharashtra Circle, 'Synergy', C-6, 'G' Block, 3rd Floor, Bandra Kurla Complex, Bandra (East), MUMBAI 400 051.
- 5. RFP Process: This RFP is opened to all vendors with a minimum eligibility criterion and a designated due date of response. The RFP will be completed by the vendor and reviewed by the Empanelment Committee of SBI.
 - a) The vendors may request SBI for clarification on any point of the tender document on or before 18/07/2024. To assist in the scrutiny, evaluation and comparison of offers, SBI may, at its discretion, ask any of the Vendors for clarifications to their offer. The vendor in all such cases must seek clarification on mail to agmits.lhomah@sbi.co.in and sbiconnect.lhomah@sbi.co.in in the same serial/ order of that of the RFP by mentioning the relevant reference/section number and page number in the tender.
 - b) All the Clarifications given by SBI shall become part and parcel of the tender and vendors should give their responses duly taking into consideration the clarification given by SBI.
 - c) SBI may modify the tender document by issuing corrigenda for any reason at any time prior to the final date of submission. The corrigenda, if any, will be floated / displayed only on Banks website, along with the original tender after pre-bid meeting, vendors are requested to check Banks website before final submission of the technical bid.
 - d) SBI reserves the right to alter the requirements specified in the tender for any reasons prior to the last date of submission of RFP. SBI also reserves the right to delete one or more items from the list of items specified duly informing all Vendors about such changes.
 - e) The existing LAN vendors, who are undertaking LAN cabling jobs in SBI, should also apply. Bank may consider allotting job to only those vendors who have

responded to this RFP. However, Bank reserve rights to allot job to other vendors.

- 6. The committee will evaluate all the proposals of the vendors received by SBI within the RFP submission due date based on the minimum eligibility criteria, response of the vendors to the tender who prima-facie match up to the Bank's requirements and short-list the vendors. The selection of the vendors will be determined based on various parameters which will be internally evaluated by the Empanelment Committee.
- 7. Incomplete forms will not be entertained.
- 8. Short-listed firms may be required to make detailed presentations to the Bank's internal evaluation Committee. The Committee may visit the offices of the firms as part of the tender process, if considered necessary. Information relating to the Bank's final decision regarding selection of vendor will be conveyed directly to the vendors. No further correspondence will be entertained with those vendors who do not meet the Bank's requirements.
- 9. The Bank reserves the right to accept / reject any application, or cancel the whole process, without assigning any reason thereof.
- 10. Confidentiality and Non-disclosure
 - a) The Vendor agrees to receive in confidence all Confidential Information and agrees not to reveal the same to any other person under any circumstances, except to the extent provided for in this Agreement. The Recipient shall also ensure that the Confidential Information is not used for any of its business or other purposes or such purposes of any other person.
 - b) The vendor shall also procure from their respective employees, officers and agents to whom Confidential Information is revealed, a similar obligation of Confidentiality in the form of a Non-Disclosure Agreement, which is reasonably acceptable to SBI. A breach by the respective employees of the Recipient of the terms of the Non-Disclosure Agreement shall be considered as a breach by such party of its obligations to the Disclosure.

11) Jurisdiction:

- All disputes and controversies between SBI and Vendor shall be subject to the exclusive jurisdiction of the Courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court. This Project agreement shall be governed by the laws of India.
- 12) Termination: SBI reserves the right to abandon the current tender process or cancel and go in for a fresh tender at any point of time without assigning any reason whatsoever.
- **13) Evaluation of Price Bids and Finalization.** The prices fixed will be as per L1 rates and reasonability of the rates quoted by L1 vendor. All other vendors must agree to provide services with same rates as L1 vendor. The undertaking needs to provide for the same.

- 13.1 Only those Bidders who qualify in pre-qualification and technical evaluation would be shortlisted for commercial evaluation.
- 13.2 The item wise prices will be finalized by SBI. Vendors will require to give acceptance for the same within seven days from the date of receipt of communication from Bank.
- 13.3 Arithmetic errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail, and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in words, shall be taken as correct.
 - (c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- 14) The Tender is available on our website https://bank.sbi
- 15) All the RFP related questions, clarifications and responses must be addressed to:

Asst. General Manager (ITS) State Bank of India, Local Head office Maharashtra ITS Dept., 3rd Floor, Synergy, C-6, G Block, Bandra-Kurla Complex Bandra (East), Mumbai 400051.

Email: sbiconnect.lhomah@sbi.co.in, agmits.lhomah@sbi.co.in

Phone: 022 26445310, 022 26445335

Place: Mumbai

Date: - 10th July 2024

Checklist of Documents to be submitted

S1.NO	Enclosures	Description	Submitted (YES/NO)
1	Annexure I	Letter	
2	Annexure A	Company's Profile	
3	Annexure B	Clients of the Company	
4	Annexure C	Proof for office in	
		Maharashtra	
5		Copies of the past two	
		year's balance sheets of	
		the firm, a	
6		Duly signed and	
		stamped copy of this	
		tender document	
7		Any other relevant	
		documents	

Annexure "D", "E" & "F"(Financial Bid/Agreement/Non-Disclosure should be submitted by empaneled vendor only.

(On Letter Head)	
From	
То	
The Assistant General Mana State Bank of India, ITS Dep Local Head Office, III Floor,	partment,
Dear Sir,	
	OORS FOR LAN / DATA CABLING FOR STATE BANK OSS MAHARASHTRA AND GOA (Other than Mumbai, r Districts)
	y/advertisement for the empanelment of vendors for e bank of India branches / offices across Maharashtra
we hereby submit the neces	sary information.
2. The application is submi	tted by me, on behalf of the firm, in the capacity of
	I am duly authorized to submit the same.
the final awarding of contr quotations submitted separ (normally administrative of	lment of vendors as stated above and we understand that act or issue of work orders will be based the actual rately at different time, intervals and different places fices of the Bank) based on the needs of the Bank. We and conditions of the tender and Banks instructions time
	e Assistant General Manager (ITS), State Bank of India the right to reject/accept all/any of the applications on.
Place:	SIGNATURE OF THE APPLICANT
Date:	Seal

STATE BANK OF INDIA, ITS DEPARTMENT, MAHARASHTRA EMPANELLMENT OF VENDOR FOR LAN / DATA CABLING

PRE-QUALIFICATION: VENDORS' PROFILE

1.	Name of the Firm/Company		:	
2.	Address (Head Office)		:	
3.	Address of office for w refers	hich this Contract	:	
4.	Phone Number(s)		:	
5.	FAX Number(s)		:	
6.	Mobile Phone(s)		:	
7.	Constitution of the Fi	rm	:	
8.	Year of Establishmen	t	:	
9.	Name of the Proprieto Partners / Directors /		a) b) c)	
10.	O. Net Profit/Loss per year (Balance Sheet and Profit & Loss A/c for the last 2 years)		:	Please attach copies of IT Return and Balance Sheet for the last 2 years.
		Financial Year		Net Profit/Loss (Rs in lacs)
		1.		Rs.
		2.		Rs.
11.	Details and value of major Contact undertaken during the last 3 years with SBI (Details to be given as annexure in separate sheet)		a) b) c)	
12.	· · · · · · · · · · · · · · · · · · ·		a) b) c)	
13.	PAN Number (for TDS)		:	
14.	APGST/GST/TIN/SERVICE-TAX Numbers		:	
15.	Any other informat documents (Details to enclosed in separate s	be given in the	a) b) c)	

Place:	SIGNATURE OF THE APPLICANT
Date:	Seal

State Bank Of India, ITS Department, Mumbai LHO Empanelment of LAN / Data Cabling vendors

List of Major Contracts Undertaken / Empanelment During the Last 3 Years

S.No.	Name and Address of the Client with address	Nature of work and Value (In Rs)	Contact details of Client (If required Bank may verify the details from client)
1			
2			
3			
4			
5			

Notes:

- 1) Credentials issued by the clients shall be enclosed. Certified copes of the document to be submitted. However originals to be brought for verification whenever asked by the Bank.
- 2) The work should have been executed by the firm/company under the name in which they are submitting the applications. In case of recent change in the name of the firm/company, suitable documents are to be produced evidencing the change in the name.

Place:	SIGNATURE OF THE APPLICANT
Date:	Seal

List of registered offices and branch offices, with addresses, Telephone numbers, Number of staff

Na	me of	the Firm/Compar	ny:-			
a)	Registe	ered Office:				
b)						
	Sr	Branch Office	Area of service (SBI	Telephone	No Support	
	No.	address	AO/RBO/ District)	No.	Staff	
	1					
	2					
	•		itted for office in Maha license or Govt Approv	•		
Б	lace:			SICMATHDI	E OF THE APPLICA	רוא
	ate:			SIGNATURI	Seal	1 N T
ע	aic.				Stai	

Sr. No.	Particular of the item	Denomination	Rates in Rupees
	ITEM DESCRIPTION	UNIT	
1	Supplying of OM 3 MM 6 Core Outdoor Armour Fiber Optic Cable. (Capacity 500 Mtr.)	Meter	
2	Supplying of OM 3 MM 6 Core Indoor LAZ Fire Redundant Fiber Optic Cable in Data Center & Server Room	EACH	
3	Supplying of OM 3 Single Mode 6 Core Outdoor Armour Fiber Optic Cable. (Capacity 1 to 100 K.M.)	Per Meter	
4	Supplying of SC II LC 50/125 Micron MM Fiber Optic Patch Cord 3Mtr	Per meter	
5	Supplying of SC II SC 50/125 Micron MM Fiber Optic Patch Cord 3Mtr	Each	
6	Supplying of 12 Port LIU Fully Loaded with Pigtail, LC Coupler & Tray etc.	Each	
7	Supplying of OM 4 MM 6 Core Outdoor Armoud Fiber Optic Cable. (Capacity 500 Mtr.)	Meter	
8	Supplying of OM 4 MM 6 Core Indoor LAZ Fire Redundant Fiber Optic Cable in Data Center & Server Room	Meter	
9	Supplying of OM 4 MM 12 Core Indoor LAZ Fire Redundant Fiber Optic Cable in Data Center & Server Room	Meter	
10	Supplying of OM 4 Single Mode 6 Core Outdoor Armoud Fiber Optic Cable. (Capacity 1 to 100 K.m.)	Meter	
11	12 port loaded LIU with 12 OM4 fiber pigtails and 6 adaptors	Each	
12	LC-LC OM4 Fiber patch cords, 3 Meters.	Each	
13	Media Converter (100 MBPS)	Each	
14	Media Converter (1000 MBPS)	Each	

15	Installation of Splicing of SC or LC Pigtail MM.	Per NOS
16	Fluke DTX 1800 Testing & Documentation of Fiber Optic Cable.	Per NOS
Note	Make: Dlink, Digisol, Amps, Molex, Finolex or ISI Make	
	UTP CABLE CAT -6	
17	SUPPLY OF CAT -6 Cable	PER METER
18	Double Ended Factory crimped Mounting Cord one meter	EACH
19	Double Ended Factory crimped Mounting Cord 3 meters	EACH
20	Double Ended Factory crimped Mounting Cord 5 meters.	EACH
21	Double Ended Factory crimped Mounting Cord 10 meters	EACH
	PATCH PANEL	
22	Supply of Patch Panel CAT -6 24 ports	EACH
23	Supply of Patch Panel CAT -6 48 ports	EACH
	INFORMATION OUTLET	
24	Supply of CAT -6 Information Outlet	EACH
25	Supply of Single Face Plate	EACH
26	Supply of Surface Mount Box Single	EACH
27	RJ 45 connector supply and crimping	EACH
28	Supply of Dual Face Plate	EACH

29	Supply of Quad Face Plate	EACH
	RACK- Val rack/ APW President	
30	Supply of 15U Rack with accessories such as fan, expansion kit, Cable Manager, AC power strip etc.	EACH
31	Supply of 12U Rack with accessories such as fan, expansion kit, Cable Manager, AC power strip etc.	EACH
32	Supply of 9U Rack with accessories such as fan, expansion kit, Cable Manager, AC power strip etc.	EACH
33	Cantilever tray for fixing in above racks	EACH
34	Cable Manager	LOT
35	15U WALL/FLOOR MOUNT SMART CLOSET with cooling (without UPS and Monitoring)	
36	24U WALL/FLOOR MOUNT SMART CLOSET with cooling (without UPS and Monitoring)	
	ACCESSORIES	
37	Supply of PVC Cap on Casing 25mm	PER METER
38	Supply of PVC Cap on Casing 32mm	PER METER
39	Supply of PVC Cap on Casing 50mm	PER METER
40	Supply of PVC Flexible pipe 25mm	PER METER
41	Supply of PVC Flexible pipe 32mm	PER METER
42	Supply of PVC Flexible pipe 50mm	PER METER
43	MS Conduit with ACC 25 mm	PER METER
44	MS Conduit with ACC 50 mm	PER METER
45	PVC Channel 45 x 45	PER METER
46	PVC Channel 35 x 45	PER METER

47	Supply of PVC conduit 1"	PER METER
48	Supply of PVC conduit 2"	PER METER
49	Acrylic Plate	Each
	Classing, capping, PV conduct: ISI make	
	Labour Charges	
50	CAT -6 Cable Laying Charges	PER METER
51	Cable Removing Charges up to 20 Points	LOT
52	Cable Removing Charges up to 50 Points	LOT
53	Cable Removing Charges Above 50 Points	LOT
54	I/O Termination Charges	EACH
55	Patch Panel Termination Charges 24 port	LOT
56	Patch Panel Termination Charges 48 port	LOT
57	Rack Installation	LOT
58	Rack Installation for Floor Mount Racks	LOT
59	Fixing capon casing 50mm, 32mm, 25mm	PER METER
60	MS Conduit with Acc	PER METER
61	PVC Conduit with Acc	PER METER
62	PVC Channel 45 x 45	PER METER
63	PVC Channel 35 x 45	PER METER
	CERTIFICATION	
64	Testing, Labelling, Commissioning, Certification per point	Per Point

65	Testing, labelling & Commissioning only without Certification	Per point
	PVC cabling for Telephone lines Delton make	
66	Supply of 10 pair Jelly filled armoured cable	PER METER
67	Supply of 5 pair Jelly filled armoured cable	PER METER
68	Supply of single pair PVC cable/drop wire	PER METER
69	Supply of 2 pairs PVC cable	PER METER
70	Supply of 5 pairs PVC cable	PER METER
71	Supply of 10 pairs PVC cable	PER METER
72	Supply of 20 pairs PVC cable	PER METER
73	Supply of 50 pairs PVC cable	PER METER
	MDF BOX (KRONE MAKE)	
74	Supply of MDF 10 pairs	EACH
75	Supply of MDF 20 pairs	EACH
76	Supply of MDF 50 pairs	EACH
77	Supply of MDF 100 pairs	EACH
Note	Make: Krone/molex or ISI make connector	
	CABLE LAYING AND OTHER CHARGES	
78	Laying of PVC cable charges single/2/5 pairs	PER METER
79	Laying of PVC cable charges 10/20 pairs	PER METER

80	Laying of PVC cable charges 50 pairs	PER METER
81	Supply and connecting Rosette box of Telephone	EACH
82	Installation, testing and commissioning of Telephone	EACH
83	Fiber Installation Charges (Laying)	Per meter
	Visit Charges per day	
84	Travelling within the city where AO / Office of the vendor is located (up to 50 Km)	Per Day
85	Travelling between 50 to 100Km from LHO/ AO/ Vendor's Office center	Per Day
86	Travelling between 100 to 250Km from LHO/ AO/ Vendor's Office center	Per Day
87	Travelling above 250 Km from LHO/ AO/ Vendor's Office center	Per Day
88	Removal of existing old switch, installation of new switch,	PER SWITCH
89	Making cable diagram for all ports and	Per Port
90	connecting only live ports with marking of cables at both ends	Per point
91	Floor cutting & refilling (without tiles)	Per foot
92	Wall chiseling & refilling (without plastering & painting)	Per foot
93	Making 2 feet deep Holes in concrete wall	EACH
94	Making 2 feet deep hole in wooden partition, clean debris	EACH
95	Fixing of SB Connect rack, installation & Commissioning	
96	Laying of 10 pairs jelly filled armored cable	Per meter
97	Laying of 5 pairs jelly filled armored cable	Per meter

	EDDAY for Small and Madium Propoles (Hydrid		
	EPBAX for Small and Medium Branches (Hybrid System)		
98	a) Configured for 3 X 8 (3 analog trunk & 8 analog extension)	Each	
99	b) Configured for 3 X 16 (3 analog trunk & 16 analog extension)	Each	
100	Programming and Installation Charges	Lot	
Note	Make: NEC, Matrix, Alcatel, Grandstream or equivalent		

PLACE: Mumbai

DATE: 10/07/2024 Asst. General Manager (ITS)

Annexure - E

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at SBI/ITS/2024-25/01 Dated 10/07/2024

Mumbai between:

State Bank of India constituted under the SBI Act, 1955 having its Corporate Centre at
Mumbai (hereinafter referred to as "Bank" which expression includes its successors
and assigns) of the ONE PART; And

And Whereas

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

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

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

2. Restrictions

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not

extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- (1) The statutory auditors of the Customer and
- (2) Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof
- (c) Theforegoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) 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.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.
- 3. Rights and Remedies
- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any 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.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages

d. Termination of contract

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

4. Miscellaneous

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an 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 Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Reenactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. SBI/ITS/2024-25/01 Dated 10/07/2024

- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.
- 5. Suggestions and Feedback
- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this day (Month) (Place)	of 20 at		
For and on behalf of .			
Name			
Designation Place			
	(signature)	(signature)	
For and on behalf of .			
Name			
Designation Place			
	(signature)	(signature)	

STATE BANK OF INDIA AMC FOR MAINTENANCE OF LAN CONNECTIVITY UNDER ANNUAL MAINTENANCE

THIS AGREEMENT made on the	BETWEEN STATE BANK OF INDIA a	
body corporate constituted under State Bank	of India Act, 1955 having its office	
at	(Hereinafter called SBI) which	
expression shall include its successors and	assigns M/s Ltd.,	
incorporated under the Companies Act 1956 and having its Registered office at		
(hereinafter called	"Company") which expression shall	
include its successors and assigns.		

WHEREAS THE COMPANY has agreed to provide and SBI has agreed to accept from the COMPANY repairs and maintenance service for Computer Systems listed in Annexure A hereto as amended from time to time, subject to the SBI paying charges to the Company on the following terms and conditions:

In consideration of the premises it is agreed between the parties as follows:

SBI and the Company hereinafter are collectively referred as Parties and individually as Party.

1. COMMENCEMENT AND TERMS

1.1 This agreement is effective from ----- and shall be for an initial term of FIVE years.

The Bank has the sole right/discretion to terminate the AMC agreement, if at any point of time it is observed that the Service/Support as desired is not forthcoming and the branches/offices inconvenienced in the matter. Any loss/cost incurred by the Bank in the process will be recovered from other payments due to the Company and the decision of the Bank as to the existing nature and extent of the loss determined is final and binding on the Company.

- 1.2 Upon termination or after expiration of this AGREEMENT each party shall forthwith return to the other all papers, materials and other properties of the other held by each for purposes of execution of this AGREEMENT. In addition each party will assist the other party in orderly termination of this AGREEMENT on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non disrupted business continuation of each party.
- 1.3 Individual items of Network Systems, and repair and maintenance service charge for each Network System Devices, may be added to or withdrawn from this AGREEMENT by mutual written consent of both parties; which thereafter shall be construed for all purposes as part of this agreement as if it has been so since inception, provided ALWAYS that such consent is not unreasonably withheld. In the event that individual items of Network Systems are added it may involve additional maintenance charges. In the event, that individual items of Network System devices are withdrawn as described herein, then any monies already paid on such Network Systems shall be held to the credit of SBI's account.
- 1.4 The AMC includes support for LAN connectivity at LHO Mumbai. SBI/ITS/2024-25/01 Dated 10/07/2024

- 1.5 Configuration changes to be done as and when required including re-installation of Network Systems.
- 1.6 The Company will arrange for Preventive Maintenance visit once in every quarter and the report should be submitted duly signed by the Department Head.

2. CHARGES

2.1 The charges payable by SBI to the COMPANY for the repair and MAINTENANCE services described herein, are included in the AMC price mentioned in the Annexure A and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY.

The AMC charges will be payable every quarter in arrears.

SBI and the Company herein under are collectively referred as Parties and individually as Party.

2.2 The Company shall submit to SBI their INVOICE(s) for payments due in accordance with this AGREEMENT. The term of such invoice(s) is that they shall be payable as indicated i.e. quarterly in ARREARS. The payment will be made within 30 days after receipt of invoice complete in all respect. A quarterly report on the services rendered, duly countersigned by the respective head of the Administrative Office/Head of the Department of the Office of the Bank will have to be submitted along with the invoices for the AMC Claim.

Vendor may maintain/open an account with our Bank and payment of the AMC charges will be credited to that account only.

2.3 All of the prices, terms, warranties and benefits granted by the COMPANY herein are comparable to or better that the equivalent Network Systems terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the term of this AGREEMENT, enter into arrangements with any of its customers providing greater benefits or more favorable terms, this AGREEMENT shall thereupon be deemed amended to provide the same to SBI and any failure in this on the part of the Company will give rise to a right to SBI to impose penalty of Rs.10,000/- per month or part thereof on the Company.

3. REPAIRS AND MAINTENANCE SERVICE:

- 3.1 During the term of this AGREEMENT THE COMPANY agrees to maintain the LAN Connectivity in good working order and for this purpose will provide the following repair and maintenance service.
- a) The Company shall always keep the LAN connectivity in good condition. In case any fault occurs THE COMPANY shall correct the faults and failures in the LAN and shall repair worn or defective parts of the LAN cabling during the working/non-working hours of the Offices i.e. half an hour before opening to half an hour after closing on all days (other than bank holidays) any time when Office is working irrespective of holidays.
- b) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone, notice by SBI within one hour after such intimation during the Office hours.

Two well qualified residential engineers with sufficient seniority will have to be nominated by the Company at our offices. The Engineers will be dedicated for the above purpose under the direct supervision and management of the Company. It is the sole responsibility of the vendor that their wages/salaries should in no way violate the Minimum Wage policy of the State/ Central Governments. (3 month Salary Slips of resident engineers to be placed at LHO have to be submitted at the time of awarding the tender /first quarter bills).

Alternate On-site Engineer will have to be provided on the particular date immediately or in advance in case of absence of the posted Resident Engineer of the vendor for any reason.

The Engineers should report to the Company and operate from a SBI LHO Mumbai.

Bank may allow the engineer posted at site to utilize the canteen facility by paying the actual charges as decided by the bank whereas this is not obligatory on the bank.

The dedicated Engineer will have to maintain a register at the station Office detailing the times reported/signed off and calls attended. The Engineers will have to be provided with pagers/mobiles to enable tracing and call routing by the Company.

In the event Bank is unable to contact the Dedicated Engineers, arrangements will have to be made by the Company for call escalation to the Corporate/Service centre to attend to the call.

Although the Resident Engineer/s is/are to be nominated, THE COMPANY will be responsible for all the calls lodged and will ensure that the stipulated uptime/downtime is strictly adhered to. Any default will result in invoking the penalty clause stipulated in 3.1(f)

- e) The COMPANY shall ensure that the Network System is available to SBI in proper working condition for 99% uptime on all days.
- f) A penalty of Rs.2500/- per hour will be levied by the Bank on the Company for failure to deliver the guaranteed uptime or defaults therein for downtime exceeding one hour. The penalties will be for the delay on hourly basis beyond the stipulated downtime with a cap of 20% on the total working hours.

The total downtime will be calculated as:

Total No. of hours connectivity was down in the quarter
----- x 100

Total No. of hours in the quarter.

However, the total penalty should not exceed 40% of the AMC amount payable by SBI at any point of time. Such amounts will be deducted from the quarterly AMC charges payable to the Company.

g) Preventive Maintenance: THE COMPANY shall conduct Preventive Maintenance (including but not limited to inspection, testing satisfactory execution of all diagnostics, and necessary labeling of the LAN cablings and repairing of the cabling in case of damage once within the first fifteen days of the commencement of the maintenance period and periodically thereafter, during the currency of this AGREEMENT on a day and at a time to be mutually agreed upon. Notwithstanding the foregoing, THE COMPANY recognizes SBI's operational needs and agrees that SBI SBI/ITS/2024-25/01 Dated 10/07/2024

shall have the right to require THE COMPANY to adjourn Preventive Maintenance from any scheduled time to a date and time, not later than fifteen days thereafter.

- h) All repair and maintenance service described herein shall be performed by the qualified maintenance engineers totally familiar with THE LAN CONNECTIVITY.
- i) THE COMPANY shall maintain at the SBI's site, a written maintenance and repair log: and shall record therein each incident of LAN malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the LAN Cabling together with a description of the cause of work, either by description of the malfunction or as regularly scheduled Prevention Maintenance. SBI shall use the same log for recording the nature of faults and failures observed in the SERVERS, the date and time of their communication to the COMPANY.
- j) THE COMPANY shall provide necessary tools to the engineers posted to SBI Premises.
- 3.2 THE COMPANY shall maintain proper record of visits to branches/offices. A detailed call report will have to be prepared with exact record of the time when the call was lodged, nature of the problem, solution and time taken to solve the problem. The report will be countersigned by Head of Department. One copy will have to be submitted along with the quarterly claims for AMC. THE COMPANY will also have to furnish satisfactory report on quarterly basis from all locations.
- 3.3 After the expiry of the said AGREEMENT, SBI may select for continued maintenance by THE COMPANY or may select an alternative AMC arrangement. THE COMPANY shall provide required support services by way of actual maintenance by the engineers and/or arrange to supply kits or parts and spare parts on terms mutually agreed upon.(Shifted to 1.1. above)
- 3.4 During the tenure of the AMC any up gradation required for any of the LAN cablings will be on the basis of competitive quotes and prevailing market rates.
- 3.5 During the currency of the AMC:
- (i) SBI will have the right to shift THE Network System to an alternate site of its choice and installed there at. However, if SBI desires to shift THE Network System 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 reinstallation and THE COMPANY shall provide necessary assistance to SBI in doing so. This AGREEMENT, after such shifting and re-installation, would continue to be binding on THE COMPANY and SBI.
- 3.8 SBI shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust to within the acceptable limits required for LAN cablings similar to COMPUTER SYSTEMS in the SYSTEM ROOM that covered by this AGREEMENT.
- 3.9 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, either express or implied shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

3.10 If, in any month, THE COMPANY does not fulfill the provisions of clauses 3.1 (c), (d), (e) and (f) the proportionate maintenance charges for that month will not be considered payable by SBI. In such event, THE COMPANY will credit the proportionate maintenance charges for that month to SBI against future payment if due, or refund the amount forthwith to SBI on demand by SBI.

4. FORCE MAJEURE:

4.1 Neither party shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) force majeure, Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties shall use all reasonable endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations hereunder, Notwithstanding the foregoing, if any of the above mentioned events shall preclude THE COMPANY from meeting any or all of the its obligations hereunder, for a period of more than 3 (three) months, from the date of occurrence of such event it shall be open to either party to rescind this contract by giving 1 (one) months notice.

5. SUBCONTRACTING / DELEGATION OF WORK:

5.1 THE COMPANY will not subcontract or permit any one, other than THE COMPANY personnel to perform any of the work, services or other performance required of THE COMPANY under this AGREEMENT without the prior written consent of SBI.

6. COMPUTER SYSTEMSATTACHMENT:

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

7. SECURITY:

- 7.1 THE COMPANY shall obtain/follow any license/registration/ regulations under the contract and shall meticulously follow all the required procedures any law rule and Statutory Guidelines in the area of operation.
- 7.2 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.

8. CONFIDENTIALITY:

8.1 THE COMPANY acknowledges that all material and information which has or will come into its possession or knowledge in connection with this AGREEMENT or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to SBI. THE COMPANY, agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this AGREEMENT, to release it only to employees requiring such information and not to release or disclosure of confidential information under this AGREEMENT can be fully satisfied. The company agrees to take appropriate

action with respect to its employees to ensure that the obligations of non-disclosure and non-use of confidential information under this agreement are complied with.

9. LIABILITY AND INDEMNITIES:

- 9.1 THE COMPANY represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copy right, trade secret or other property right of any other person 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. The company shall at its own costs and expenses defend all actions, claims to which SBI is impleaded as a party and hereby keeps indemnified from all costs, expenses, damages, charges, including fees of Counsels/Advocates, which SBI may suffer or incur in this regard. The company also agrees that it shall indemnify SBI from any loss or damage caused to the Bank by any willful act, negligence or default of the Company.
- 9.2Notwithstanding anything contrary contained herein this Agreement, the aggregate cumulative liability of the Company arising under any theory of law in respect of any damages arising under this Agreement shall be limited to the amount of fees received by the Company for preceding twelve months under the applicable invoice.

10. INSOLVENCY TERMINATION:

10.1 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 creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to any proceedings under any statute of any country or state relating to insolvency or the protection of rights of creditors, then (at the option of SBI notwithstanding clause 1.1 of the AGREEMENT) this AGREEMENT shall terminate and be of no further force and effect and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

11. TERMINATION OF THIS AGREEMENT:

- 11.1 This AGREEMENT may be terminated, before expiry of contract, by either party in any of the following circumstances:
- a) Under the provision clause 1.1 of this AGREEMENT.
- b) If SBI do not make payments due to THE COMPANY within 30 days from date of receipt of invoice complete in all respect under this AGREEMENT.
- c) If SBI do not maintain appropriate environmental conditions as indicated in the Agreement.
- d) Under the provision of clauses 4.1 and or 10 of this AGREEMENT.
- e) When the Company does not perform its obligations under this contract to the satisfaction of the Bank.
 - f) SBI reserves the right to terminate the Agreement by giving three months notice in writing to other party .

12. ARBITRATION:

12.1 All disputes, differences and questions whatsoever which shall arise either during the continuance of this Agreement or afterwards between the parties hereto or touching these presents or the construction or application thereof or as to any act, deed or omission of any of the parties hereto in any way relating to these presents or in implementation thereof shall be deferred to a sole arbitrator in case the parties to the dispute agree upon one or otherwise to two arbitrators and to an umpire to be appointed by such arbitrators before entering upon the reference and such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of Arbitration proceedings shall be at Mumbai and the language for will be English.

13. GENERAL:

- 13.1 Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this AGREEMENT.
- 13.2 No amendment to this AGREEMENT shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
- 13.3 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 property authorized and empowered to enter into this AGREEMENT. Each party further acknowledges that it has read this AGREEMENT, understands it, and agrees to be bound by it.
- 13.4 Words imparting the singular include the plural and vice versa.

IN THE WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE-MENTIONED DATE.

Seal of the company affixed in the presence of	(Signature)
Authorised signatory of the company	(Signature)
Authorised signatory of SBI and official stamp	(Signature)