



**STATE BANK OF INDIA
LOCAL HEAD OFFICE, KOLKATA**

REQUEST FOR PROPOSAL (RFP)

**RFP FOR ANNUAL MAINTENANCE CONTRACTS (AMCs) OF
COMPUTER HARDWARE / SOFTWARE / NETWORK AND
OTHER PERIPHERALS ETC. AT ALL BRANCHES/ OFFICES OF
KOLKATA CIRCLE IN THE STATE OF WEST BENGAL**

RFP NO: ITS/AMC/24-25/1

DATE:12.06.2024

Address for Communication

**Assistant General Manager
(IT Services), State Bank of India,
Local Head Office, ITS Department,
2nd floor, Technology Block,
Samriddhi Bhavan,
1, Strand Road, Kolkata – 700001**

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1. SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	RFP no, Issue date.	ITS/AMC/24-25/1 dated 12th June, 2024.
2	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
3	Bid Document availability including changes/amendments if any to be issued	Bidding documents can be obtained / downloaded from Bank's website https://bank.sbi or www.tenderwizard.com/SBIETENDER from 19.00 Hrs on 12/06/2024 to 10.00 Hrs on 24/06/2024 .
4	Last date for requests for clarifications	Upto 19.00 Hrs on 14/06/2024. To be given in writing to Assistant 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 to agmits.lhokol@sbi.co.in .
5	Pre - bid Meeting	From 15.00 Hrs to 16.00 Hrs on 15/06/2024 at ITS Department, Technology Block, 1, Strand Road, Kolkata – 700001.
6	Last date and time for submission of Technical and Indicative price Bids	Upto 10:30 Hrs on 24/06/2024.
7	Website for submission of Bids	e-Tender website: www.tenderwizard.com/SBIETENDER Agency Name: Antares Systems Limited
8	Date and Time of opening of Technical Bids	At 11.00 Hrs on 24/06/2024.
9	Opening of Indicative Price Bids	At 10.30 Hrs on 27/06/2024 (Tentative date) – Opening of Indicative -Price Bids of only the technically qualified Bidders.
10	Reverse Auction	At 10.30 Hrs on 28/06/2024 for the Groups 1, 4, 5, 8, 9, 12, 13, 15 and 16 and at 10.30 Hrs on 29/06/2024 for the Groups 2, 3, 6, 7, 10, 11 and 14. Both the dates are Tentative. Accordingly, the actual dates will be communicated to the eligible Bidders by 17.30 Hrs on the previous working day.

2. INVITATION TO BID:

State Bank of India, Local Head Office, Kolkata (herein-after referred to as 'SBI / the Bank'), invites Technical and Indicative-price Bids for engagement as Annual Maintenance Contract (AMC) vendors for providing IT Services to all Branches/Offices in the State of West Bengal.

- i. The Bidders who agree to all the terms and conditions contained in this Request for Proposal (RFP) may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- ii. Addresses for submission of online Bids, contact details including email address for sending communications are given in the **Schedule of Events**, para 1 of this RFP.
- iii. The purpose of this RFP is to seek detailed Technical and Indicative price Bids for procurement of the services as stated in this RFP.
- iv. This RFP document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
- v. This is an open Tender. Any vendor(s) fulfilling the eligibility and technical criteria (as laid down subsequently in this RFP) can participate for engagement as AMC Vendor(s). **Vendors offering Franchisee / Sister / Partner arrangement will not be entertained.**
- vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of being eliminated from the bidding process. The eligible Bidders desirous of providing the proposed services to SBI are invited to submit their Technical and Indicative-price Bids 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(s) shall be entirely at Bank's discretion. This RFP seeks proposals 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 <https://bank.sbi> or e-Tender website (www.tenderwizard.com/SBIETENDER) and the Bids should be submitted online at the same e- Tender website, as per timelines given in Schedule of Events.
- viii. The dates mentioned anywhere in this RFP document may be changed by the Bank, if so warranted.

3. DISCLAIMER:

- i. The information contained in this Request for Proposal (RFP) or information provided subsequently to Bidders 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 all Bidders 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 advice / clarifications. Bank may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained 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, 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 and the Bank reserves the right to reject any or all 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 of Contract in this RFP.

4. DEFINITIONS:

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

- a) **"The Bank"** means the State Bank of India, including all branches and offices.
- b) **"Bidder"** means an eligible entity / firm submitting Bids in response to this RFP.
- c) **"Bid"** means the written reply or submission of response to this RFP.
- d) **"The Contract"** means the agreement entered 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.
- e) **"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.
- f) **"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 (ie. the lowest quote discovered during the Reverse Auction process) and to whom notification of award has been given by the Bank.
- g) **"Services"** means all services, scope of work and deliverables to be provided by a Vendor as described in the RFP and includes provision of technical assistance, training, certifications, auditing, and other obligations of Service Provider covered under this RFP.
- h) **Annual Maintenance Contract (AMC)** - The Service Level Agreement (SLA) (as detailed in this RFP) to be signed and agreed with by the Bank and the L1 Vendor(s), including the annual cost of maintenance / upkeep / updation of product or specified hardware and software.

5. SCOPE OF WORK:

Annual Maintenance of Computer Hardware and its peripherals, Installation / Reinstallation / Upgradation of Software and other activities as specified elsewhere in this document, including:

- i) **Ensuring uptime and maintenance of all Computer hardware, accessories, and peripherals** so as to prevent near-zero disruptions.
- ii) Computer hardware includes Servers / Desktops / Laptops / AIOs / Printers / Scanners, etc. It includes all Computer hardware including those under Original Equipment Manufacturer (OEM) warranty. **The vendor will also attend to service requests for in-warranty items and resolve issues pertaining to new hardware.** In case part replacement is required, back-to-back support from OEM Vendor will be taken by the Service Provider. In other words, the Service Provider will, without fail, extend all services available for AMC machines to in-warranty machines as well.
- iii) Installation / Reinstallation and Updating / Version-upgradation of all Bank approved Computer Software / Applications (provided by GITC Team) and assisting Bank officials in migration of such Applications, whenever necessary, on all systems used in the Bank, including the newly procured systems even if the latter are under OEM warranty. **Computer Software includes Operating System (OS) and OS patches, Peripheral drivers, Security software and other Applications / Utilities, which are authorised by GITC for use in the Bank.**
- iv) Support to be provided to Branches / Offices **on-site or remotely but within the stipulated time limits.**
- v) Assisting in installation and settings of all ancillary hardware viz. **GCC / POS machines / CTS scanners** etc. **However, AMCs for GCC / POS machines and CTS Scanners is excluded from the scope of work in this RFP.**
- vi) Video Conferencing support (only preliminary troubleshooting, whenever necessary) at RBOs and AOs and other Offices. **However, AMCs for VC hardware is excluded from the scope of work in this RFP.**
- vii) Pro-active identification and reporting to ITS Department at LHO Kolkata of **LAN / UPS / Power** issues at branches, if any. **However, AMCs for LAN / UPS / Power is excluded from the scope of work in this RFP.**
- viii) Assisting in installation / re-installation of Bank approved Application software including any type of **Web browsers** as advised by Bank, along with all necessary settings.
- ix) Installation/Re-installation of **Digital Signatures** including Java Runtimes, when necessary, along-with all necessary settings.
- x) Support for installation of all Bank approved Apps on Mobile phones / I-Pads / Tablets / Laptops used by Bank / Bank employee, as per Standard Operating Procedures (SOPs) provided by GITC team. **However, while Laptops shall be included in AMCs, Mobile phones / I-Pads / Tablets shall be excluded from the scope of work in this RFP.**
- xi) Support for recovery of data, free of cost, in case of any Hard Disk crash / defects of any Computer hardware and peripherals.
- xii) Preventive maintenance at least once in every quarter. As part of preventive maintenance, the service provider apart from other essential servicing, ensure cleaning of the components inside the various types of hardware items such as Server, Client workstations, printers etc.
- xiii) Mandatorily install / up-grade the latest and the correct version of Anti-virus. It is to be ensured that every time a server / system gets installed / formatted, the latest and the correct version of Anti-virus is installed without fail.

- xiv) Support in roll-out / implementation of all new projects introduced by Bank.
- xv) **Install only authorized software in all computer systems using genuine keys and having valid licenses only. It will be considered as a breach of contract and the Bank may legally proceed against the service provider.**
- xvi) **The scope of work as detailed above is only indicative and not exhaustive. The vendors shall extend their support and services to other areas of work not detailed above but related to IT services, as may be required by Bank from time to time.**

6. AREA OF OPERATIONS AND REQUIRED MANPOWER:

The above-mentioned scope of work shall be applicable across all Branches / Offices of Kolkata Circle in the State of West Bengal. The Circle is at present, divided into **39 Clusters** in the State of West Bengal (as detailed in Appendix-A1), which may be increased, decreased, altered, or amended by the Bank during organizational restructuring exercises, if any. Furthermore, the Clusters are clubbed together to form a total of **16 Groups** (as detailed in Appendix-A3), where each group may comprise of two or more Clusters.

A detailed definition of a **Cluster** is as follows:

- a) A Cluster includes all Branches / Offices within an administrative / geographical area.
- b) Clusters to be typically aligned with individual Regional Business Offices (RBOs) / Regions, including all new Branches / Offices opened subsequently in the RBO/Region. For the purpose of this RFP, a RBO and a Region implies the same organizational unit.
- c) Direct Control Branches (DCBs) / Central Processing Centres (CPCs) under control of Administrative Offices (AOs) but located in the geographical area of a RBO will be included in the RBO cluster.
- d) A RBO Cluster shall typically have one engineer per 15 branches, however, RBOs with wide geographical areas may have one additional engineer. Cluster wise requirement of engineers is specified in Appendix-A1.
- e) Each AO will be considered as a Cluster and will also include all co-located DCBs / CPCs. An AO Cluster shall typically have 2 engineers.
- f) Each Cluster shall be manned by one senior engineer and the rest as field engineers.
- g) SBILD Saltlake; SBILD Siliguri; and LCPC, CPPC together shall be considered as separate Clusters for the purposes of bidding.

7. ELIGIBILITY AND TECHNICAL CRITERIA:

Bidders interested to submit bids as per this RFP must fulfil the below-mentioned criteria:

- i) **Exemptions:** The conditions of turnover and experience, as laid down herein below, are relaxed for **Start-ups** (vide Rule 173 (i) of GFR 2017) (as defined by Department of Industrial Policy and Promotion) subject to their meeting of quality & technical specifications as laid down in this document. However, **the relaxation regarding the prior turnover and experience is applicable only to start-ups recognized by the Department of Industry & Internal Trade (DPIIT), Government of India.**
- ii) **Turnover:** Annual turnover, to be substantiated by audited Balance Sheets, from direct sales in 'computer hardware maintenance and support services' to be Rs 5 Crores or more for the previous 2 out of 3 last financial years. For Start-ups, audited Balance Sheets for the number of years of their existence to be submitted.

- iii) **Financial Standing:** The bidder should be profit making entity during the past 3 financial years.
- iv) **Experience:** Experience in providing support to Offices / Branches of SBI for minimum 3 financial years. Alternatively, bidder must be providing support services to at least 3 Corporate clients / Government offices / PSUs / Nationalized Banks in India with at least 200 systems each, for a minimum of last 3 years. For Start-ups, experience certificate for the number of years of their existence to be submitted.
- v) **Support Base:** The bidder should ensure a strong service and support network in the geographical areas of the cluster(s) that they are bidding for by physically posting adequate personnel in the cluster(s) as per manpower required as stated in Appendix-A1.
- vi) **Office /Establishment:** The bidder must have its Registered Office or at least a Branch Office in the State of West Bengal. The bidder will need to submit the details of their owned/leased Office premises in the State of West Bengal.
- vii) **Resource criteria:**
 - a) The vendor would be responsible for the genuineness of technical qualifications / experience and personal information i.e., Know Your Employee (KYE) of the personnel to be employed by them for the support service to the Branches /Offices in the cluster(s) they are bidding for.
 - b) The vendor will be solely responsible for the overall technical support to the Branches/Offices in the Groups / Clusters that they are bidding for.
 - c) Each vendor must designate one Service Head to look after the AMC project of SBI with adequate technical qualifications and experience to lead all the senior and field engineers employed by the vendor besides interacting with technical officials of the Bank in day-to-day operations.
- viii) **Market Reputation:** The bidder should have a good market reputation. Bidder should not have been blacklisted or debarred from participating in any future tender process by any Organization, Institution or any of its earlier clients. Testimonials from the existing clients and other details evidencing the relationships with major Corporates, preferably, from those in the financial sector, along with a declaration that the bidder has not been blacklisted or debarred by any of its previous or present client(s) or any Organization, Government Department, Institution etc. in the past, must be submitted along with the Technical Bids.

Fulfilment of any or all the criteria will not necessarily ensure short-listing. Bank may, at its discretion, seek any other information required before shortlisting the eligible bidders.

8. GENERAL TERMS/CONDITIONS FOR TECHNICAL BIDS:

- i) No extraneous clauses can be added by Bidders to the Bid Form.
- ii) **The Bank reserves the right to cancel the RFP at any time, even after the conclusion of the complete bidding process, including the Reverse Action, without assigning any reasons thereof.**
- iii) The Bank may at its discretion review the entire AMC arrangement at any time without assigning any reasons thereof. The Bank's decision in this regard shall be binding and final.
- iv) **Cost of Bidding:** 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.

9. RATES, QUANTITIES & PAYMENT:

- i) Once the Clusters are allocated to the Vendor(s), the Vendor, with help of Branch / Office will prepare a complete inventory of all the hardware items present thereat within 30 days, on format provided by LHO, duly and jointly authenticated by the concerned Branch Manager / Officer in-charge and the Vendor. A copy of this hardware inventory must be submitted by the Vendor to respective Branch, RBO, Administrative Office and also at ITS Department, LHO, Kolkata.
- ii) It is important to note that in the case of branches where the hardware is under warranty, the AMC would automatically pass on to the vendor on expiry of the warranty period. The vendor shall ascertain from the branch under the allotted cluster about the date of expiry of warranty well in time, i.e. 30 days before the actual date of expiry of warranty. Similarly, if any hardware item is discarded/ replaced due to up-gradation or for other reasons, those items must be removed promptly from the inventory. Under both circumstances, the vendor should submit amended inventory and invoice duly authenticated by the Branch Manager/ Office in-charge and submit the same to respective Branch, RBOs, Administrative Office and also at ITS Department, LHO, Kolkata.
- iii) Vendor will be paid AMC cost quarterly in arrears on inventory as arrived at through step (i) and(ii) above. **The AMC would be payable at the rate discovered through Reverse Auction, inclusive of all taxes except GST. No other taxes, duties and charges etc. will be payable.** The AMC charge would be paid by RBOs of respective Clusters in quarterly installments; each payment will be paid in arrears after the end of quarter within 30 days of receipt of invoice(s), duly recommended by concerned branch, from the vendors. **The AMC rates (%) shall remain fixed for entire period of AMC.**

10. PRE-BID MEETING:

- i) A **Pre-Bid meeting** will be held 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.
- ii) Bidder(s), requiring any clarification on RFP, may notify the Bank in writing strictly as per the format given in Appendix-C at the address / by e-mail within the date and time mentioned in the **Schedule of Events**.
- iii) Queries received (without identifying source of query) and response of the Bank thereof will be conveyed to the Bidders present at the Pre-Bid Meeting.
- iv) 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 and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting their respective Bids. Such amendments / clarifications, if any, issued by the Bank will be binding on the participating bidders. Bank will not take any responsibility for any omissions made by the Bidder in this regard. 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 addressed in this RFP.
- v) **No request for change in commercial / legal terms and conditions as has been mentioned in this RFP or any addenda / corrigenda or clarifications issued by the Bank in connection thereto, will be entertained by the Bank.**
- vi) Queries received after the scheduled date and time as specified in the **Schedule of Events** will not be responded / acted upon.

11. CONTENTS OF THIS RFP:

- i) The Bidder must thoroughly study / analyse and properly understand the contents of this RFP in full, its meaning and impact of the information contained therein.
- ii) Failure to furnish all information required in this RFP or omission of material facts while submitting Bids in response to this RFP shall be at the Bidder's risk and responsibility and may result in rejection of the Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and contains all necessary guidelines.
- iii) The Bid prepared by the Bidder, as well as, all correspondences and documents, including supporting documents and printed literature relating to the Bid exchanged by the Bidder with the Bank shall be submitted ONLY 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 / rejection of the Bid.

12. EARNEST MONEY DEPOSIT (EMD):

- i. All participating vendors are required to submit an EMD for bidding to this RFP, in the form of a Demand Draft for Rs. 3,00,000/- (Three Lacs only) favouring 'State Bank of India, Kolkata' and payable at Kolkata.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct. Any Bid not accompanied by EMD as mentioned in this RFP will be rejected as non-responsive.
- iii. 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.
- iv. 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 elsewhere, which should be strictly on the lines of format placed at Appendix-F.
- v. The Bank shall not pay any interest on the amount of EMD deposited by Bidders irrespective of the Bids being accepted technically.
- vi. The EMD may be forfeited in the following cases: -
 - a) if a Bidder withdraws his Bid during the period of Bid validity as specified in this RFP; or
 - b) if a technically qualified Bidder does not participate in or logs in the Reverse Auction process; 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 a AMC; or
 - d) if a successful Bidder fails to accept Purchase Order or sign the AMC with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- vii. Even if EMD is forfeited for any of the reasons mentioned in the above para, the Bidder may be debarred from participating in all subsequent RFPs floated by the Bank.

13. BID PREPARATION AND SUBMISSION OF TECHNICAL BID:

- i) The Technical Bids for engagement as Annual Maintenance Contract (AMC) vendors for providing IT Services to all Branches/Offices in the State of West Bengal in response to the RFP No. ITS/AMC/24-25/1 dated 03.06.2024 are to be submitted by each Bidder only once irrespective of number of Clusters / Groups being bid for.
- ii) Following documents are to be uploaded at the portal of e- Procurement agency (www.tenderwizard.com/SBIETENDER) with digital signature of Authorized Signatory as per the following sequence: order:
 - a) Bidder's details as per Appendix- E on Bidder's letter head.
 - b) Checklist of all documents being submitted in response to RFP as per Appendix -P.
 - c) Bid form on the lines of Appendix-D on company letterhead.
 - d) Copy of Audited Balance Sheets evidencing annual turnover for the past 3 financial years duly signed by a Chartered Accountant.
 - e) Copy of Audited Profit & Loss statements evidencing profit for the past 3 financial years duly signed by a Chartered Accountant.
 - f) Experience in providing support to offices / branches of SBI for minimum 3 financial years, evidenced as per Appendix-G of this document.
 - g) In absence of (f) above, a bidder must be providing support services to at least 3 Corporate clients / Government offices / PSUs / Nationalized Banks in India with at least 200 systems each, for a minimum of last 3 years, evidenced as per format in Appendix-G.
 - h) **A copy of the relevant and valid certificate issued by DPIIT must be submitted for availing exemption from turnover and experience criteria.**
 - i) Lease agreements / Rental receipts etc. of premises hosting at least one Branch / Registered office of the Bidder in the State of West Bengal with sufficient evidence of occupation of the premises and running of business therefrom.
 - j) Copy of Income Tax Permanent Account Number (PAN) allotted to the Bidder.
 - k) Copy of Goods and Services Tax (GST) Registration Certificate allotted to the bidder in the State of West Bengal.
 - l) Copies of annual Income Tax and GST returns duly acknowledged by the respective authorities for any one year during the last three financial years.
 - m) A certificate that SBI is absolved of any responsibility/ liability for use of Systems/ Software delivered along with the computer hardware and peripherals and of all cases of possible litigation/ claims directly or indirectly arising out of any breach/ claimed breach of patent copyright/ license/ trade secret or other property right of any other person or other entity for the equipment and software(s) sourced either from third parties or from themselves **in the format given in Appendix-H , to be submitted on official letter head of the Bidder.**
 - n) An authorization certificate in favour of the person, who is signing on the Bid Form on behalf of the Vendor, and the necessary support document delegating such authority, if applicable.

- o) A certificate that the Bank will be indemnified for any claim, directly or indirectly, resulting from or arising out of any breach or claimed breach committed by the bidder **in the format given Appendix-I needs to be submitted on official letter head of the Bidder.**
- p) A certificate that the bidder has not been blacklisted or debarred by any of its previous or present client(s) or any Organization, Government Department, Institution etc. in the past **in the format given in Appendix-J.**
- q) Scanned copy of the Bank Draft for the amount of EMD needs to be submitted online with the Bid Form. **However, the original Draft must be submitted physically to the office of AGM (ITS), LHO Kolkata before the date and time of opening of the technical bids, as per Schedule of Events.**

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) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- c) 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.
- d) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC), from any of the licensed certifying agency to participate in this RFP, in the name of the person, who will sign the Bid (the Authorized signatory).
- e) Bids will be rejected if only one of the either Bids (ie. Technical or Indicative- Price Bid) is received.
- f) 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.
- g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- h) 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.
- i) All the enclosures to the Bid form shall be serially numbered.
- j) 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.
- k) Bidder(s) should ensure that the Bid documents submitted should be free from virus / malware / incorrect format so as to prevent the Bid from being technically unreadable. If the Bid documents are unable to be opened while opening of Bids is underway, the Bid is liable to be rejected.
- l) The Bank reserves the right to reject Bids not conforming to above.

Important points with respect to Bids / Bidders:

- i) No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bids till 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 Bidder's Bid.
- iii) Please note that all the desired information needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- iv) All Bids must be accompanied by EMD as specified in the Bid document.
- v) Bank reserves the right to change the **date/ time/ place** mentioned in this RFP document, which will be communicated to the bidders.
- vi) **Vendors are not permitted to provide AMC Services through Franchisees/sister concerns.**
- vii) The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, revoke, issue corrigendum or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- viii) Language of Bid: All bids and supporting documentation shall be submitted in English.
- ix) SBI reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard shall be final. Bids may be accepted or rejected in total or any part or items thereof. No contractual relationship whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder.
- x) Any Bid not containing sufficient information, in view of SBI, to permit a thorough analysis may be rejected.
- xi) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- xii) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- xiii) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same through letter/ mail before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- xiv) Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.
- xv) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.
- xvi) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate, or inappropriate at any time during the process of RFP or even after award of contract.
- xvii) SBI reserves the right to re-negotiate the prices.
- xviii) During the term of agreement, bidder will not hire or retain, either as an employee or

consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder.

xix) That the successful bidder upon execution of work contract order shall within one month thereof submit the details of their field engineers/resident engineers along with their registration details with the Labour authorities, viz. ESI, EPF details. That it shall be the sole liability of the successful bidder to comply with the labour laws with regards their field engineers/resident engineers and they shall in no way be treated as being engaged on the rolls /and in the services of the Bank. The successful bidder shall fully comply provisions of various applicable labour laws to its employees engaged in relation to the work contract order.

xx) All pages of Bid document should be stamped and signed by Authorized Signatory of the Bidder.

xxi) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details /confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

xxii) SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include, but are not limited to, the following:

- a) **Services contemplated are no longer required.**
- b) **Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.**
- c) **The Project is not in the best interest of SBI.**

14. 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 up to 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.

15. 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.

16. BID INTEGRITY:

Willful misrepresentation of any fact within the RFP 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.

17. CONTACTING THE BANK:

- i) No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of bids 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.

18. OPENING AND EVALUATION OF TECHNICAL BIDS:

- i) In the first stage, all the Technical Bids received up to the specified time and date will be opened online at the portal of the e-procurement agency (www.tenderwizard.com/SBIETENDER) 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) The Technical Bids that satisfy all eligibility criteria and are in agreement to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Bidders of only those Bids, which agree with all the terms and conditions specified in the RFP shall become eligible for the opening of their indicative price bids
- 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.
- vii) 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
- viii) The Bank reserves the right to evaluate the bids on technical & functional parameters
- ix) 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 last date submission of bids.**

19. INDICATIVE-PRICE BID AND REVERSE AUCTION:

Reverse Auction will be conducted online through the under-mentioned e- Procurement agency:
www.tenderwizard.com/SBIETENDER

- i. **For the purpose of bidding in Indicative-price Bids and Reverse Auction, the 39 Clusters, which have been specified in Appendices A1 and A2, have been further organized into 16 Groups as specified in Appendix-A3. It may be noted that of the 16 Groups, 9 Groups consists of 2 Clusters and 7 Groups consists of 3 Clusters. Please note, for all other purposes mentioned in the RFP, Clusters will be treated individually.**
- ii. The Indicative-price bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened. **Only those technically qualified vendors who submit all the documents/EMD above would be shortlisted for commercial evaluation via Reverse Auction conducted by the Bank's authorized procurement service provider and any communications will be done in due course through email only.**
- iii. All the shortlisted Bidders who qualify in the evaluation process of Technical Bids shall have to participate in the online Reverse Auction to be conducted by Bank's authorized service provider on behalf of the Bank. Such Bidders will be trained by Bank's authorized e-Procurement agency. Bidders shall also abide by the e-business rules for Reverse Auction framed by the Bank / Authorized e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. **The Indicative-Price Bids for engagement as Annual Maintenance Contract (AMC) vendors for providing IT Services to all Branches / Offices in the State of West Bengal in response to the RFP No. ITS/AMC/24-25/1 are to be submitted by each Bidder for each Group, strictly through the format stated in Appendix-L, though this does not imply an automatic award of the AMC Contracts.**
- v. For the purpose of bidding in Indicative-price Bids and Reverse Auction, the Bidders may refer to Appendices B1 and B2 for an estimate of Group wise / Cluster wise aggregate value of IT Assets, which has been arrived at using the replacement values of computer hardware and peripherals as per Appendix-S.
- vi. **However, the Bidders are strongly advised to carry out their own estimation of Group-wise / Cluster-wise IT Assets both for quoting the Indicative-price Bids as well as for quoting in the Reverse Auction. It may please be noted that for award of AMC Contracts, the Group-wise L1 rates shall be discovered only through Reverse Auction process besides other conditions as stated elsewhere in this RFP**
- vii. Please note that as we are going in for Reverse Auction procedure for the commercial bids, to be conducted by the e-Procurement agency, all the vendors may have to submit one or more of the following documents duly signed and stamped, to the e-Procurement agency:
 - a) Business Rules for Reverse Auction.
 - b) Bidders Information sheet.
 - c) Compliance statement.
 - d) Other documents, if any, asked by the e-Procurement agency.

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

- i) The Technical Bids shall remain valid for a duration of 6 calendar months from the Bid (RFP) submission date.
- ii) Price quoted by the Bidders in Reverse Auction shall remain valid for duration of 6 calendar months from the date of conclusion of Reverse Auction.
- 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, and in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify any terms/conditions contained in the RFP.
- iv) Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for a period of 3 years (1+2 years) and shall not be subjected to variation on any account, including exchange rate fluctuations and Customs duty.

21. SALIENT FEATURES OF THE REVERSE AUCTION (RA) PROCESS:

- i. All technically eligible AMC vendors who have been shortlisted must mandatorily participate in the Reverse Auction process. In the event of non-participation by any vendor, the vendor will be blacklisted and debarred from participating in subsequent AMC Tender process of Kolkata Circle of the Bank.
- ii. **For the purpose of bidding in Reverse Auction only, the 39 Clusters, (Appendix-A1) have been further organized into 16 Groups (Appendix-A3).** It may be noted that of the 16 Groups, 9 Groups consists of 2 Clusters and 7 Groups consists of 3 Clusters. **For all other purposes mentioned in the RFP, Clusters will be treated individually.**
- iii. The Reverse Auction shall be held for all Groups. **However, Bidders who have claimed exemption from turnover and experience on account of being Startups or Bidders having no prior experience in providing services to SBI shall be allowed to Bid for Groups with two (02) Clusters only. All other technically qualified Bidders shall be allowed to Bid for all the Groups.**
- iv. **The Reverse Auction (RA) process will be held on two different dates: for all the 8 Groups with 2 Clusters each will be held on one date and for the remaining Groups will be held on a different date.** The date of the opening of the Indicative-Price Bids and the dates of Reverse Auction as mentioned in the **Schedule of Events** are tentative and the actual dates shall be advised in due course.
- v. **The Bidders have to quote their AMC rates in % terms only (inclusive of all taxes/ charges except GST) through Reverse Auction. The aforesaid percentage should take into account the replacement value of all the IT Assets of all Branches / Offices in the Clusters of each Group (Appendix-B1/B2) AND wages for the total number of engineers required (See Para v below) (also stated in Appendix-B1/B2).**
- vi. **The L1 rate for a Group will be decided on the basis of the lowest rate (%) quoted for the Group as a whole and shall be applicable for ALL the Clusters in that Group. The quoted percentage will be applicable to each item of IT Asset individually too.**
- vii. The monthly wages for the Engineers on the payroll of a Bidder **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. 1/8(1)2023-LS-II DT.26.09.2023.** The minimum monthly wages are as per rates mentioned against the category of **Construction and Maintenance work as per 'area A'**, wherein **Senior Engineers are to be treated as highly skilled labour and Junior Engineers be treated as skilled/clerical labour for 26 days** (counted as number of working days in a month). The other benefits like PF & ESIC are also to be paid as per the Provident Fund/Employees State Insurance Act and other labour laws prevailing in the country.

- viii. Additionally, the vendors should ensure to protect the existing pay and allowances of engineers, who were engaged in provision of IT support services to branches and offices of the Bank in the State of West Bengal, in case they are reemployed from their earlier employers, even if the total of such pay and allowances be higher than the aforesaid minimum wages.
- ix. After the completion of Reverse Auction process, Group-wise L1 rates will be tabulated. However, the Group-wise L1 rates so discovered shall NOT be binding on the Bank. **In other words, the Bank can further re-negotiate with the vendors even after the discovery of Group-wise L1 rates.**
- x. **Bidders, who are Start-ups will be allotted a maximum of 1 Group of 02 Clusters, only if their rates quoted are discovered as L1 for any such Group (of two Clusters). Thereafter, such Bidders shall not be allotted any other Group.**
- xi. **Bidders, who have no prior experience in providing services to SBI but are otherwise technically eligible will be allotted a maximum of 1 Group of 02 Clusters, only if their rates quoted are discovered as L1 for any such Group (of two Clusters). Thereafter, such Bidders shall not be allotted any other Group.**
- xii. After allotment of Groups as per paras 21(x) and 21(xi) above, the remaining Groups with maximum number of Clusters shall be allotted to the Bidder whose rates quoted are discovered as L1 for the respective Groups, subject to a maximum of eight (08), which is 50% of such Groups.
- xiii. After allotment of Groups as per paras 21(xi) above, the remaining Groups shall be allotted to the Bidder whose rates quoted are discovered as L2, subject to the Bidder matching the discovered L1 rates for the respective Groups and subject to a maximum of five (05), which is 30% of Groups.
- xiv. After allotment of Groups as per paras 21(ix), 21(x), 21(xi) and 21(xii) above, the remaining Groups shall be allotted in the following manner:
- a) Group(s) of two (02) Clusters at the discovered L1 rate(s) to Start-up Bidders(s) in the order of the rates quoted by them.
 - b) Group(s) of two (02) Clusters at the discovered L1 rate(s) to Bidders(s) who have no prior experience in providing services to SBI in the order of the rates quoted by them.
 - c) All other remaining unallotted Groups at their respective discovered L1 rates and all Groups that have not been Bid for, if any, will be allotted by the Bank amongst technically qualified Bidders.
- xv. Allotment of Groups discovered at L1 rates and of all unallotted Groups at rates to be decided by the Bank, amongst the technically qualified Bidders will be at the sole discretion of the Bank. The Bank's decision in this regard will be final and binding on all the Bidders. Non-acceptance of the allotment by any Bidder will disqualify them for award of AMC's for a period for three (03) years.
- xvi. Acceptance of AMC by the Bank will be subject to Bidders entering into a Service Level Agreement (SLA) with the Bank and submission of Security Amount / Bank Guarantee as detailed elsewhere in this RFP within the stipulated time frame.

22. AWARDING OF CONTRACTS:

- i) The Bank will award the Contract to the successful Bidders who has been determined to perform the Contract satisfactorily, and whose Bid has been found 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 the latter's Bid has been accepted. The selected Bidder must 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 (NDA) (Appendix- M), Bank Guarantee for the amount and validity (Appendix-N) as acceptance of all terms and conditions stated in this 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 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) The AMC rates shall be valid for a period of 3 years. Further, the AMCs, which are valid for one year, can be renewed every year (for a maximum of two times) on the same terms & conditions provided the service support is found satisfactory and provided it is mutually agreed upon by both Bank and the Vendor. However, no new proposals for AMCs will be accepted or considered from any other Vendor for a maximum period of 3 years.**
- x) All other charges (other than statutory levies) will remain fixed during the duration of the contract.
- 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 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 at least minimum wages to the personnel deployed at the Bank and the Bank shall reimburse such payments on submission of satisfactory documentary evidence thereof.

23. POWERS TO VARY/OMIT FROM SCOPE OF WORK:

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. However, 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 Bidders to make any variation without prejudice to the contract. The finally selected Bidders 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 Bidders, 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 Bidders to make such other modified variation without prejudice to the contract. The finally selected Bidders 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 Bidders' 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.

24. 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.

25. CONTRACT AMENDMENT:

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

26. BANK'S RIGHT TO ACCEPT OR 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 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.

27. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount of 10% of the total contracted amount, valid for one year, as per format at Appendix-N is to be submitted by all the finally selected Bidders. 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.
- 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.
- iii. The Bank Guarantee shall need to be renewed on a year-to-year basis in case the Bank decides to renew the Annual Maintenance Contracts and the bidder is agreeable to provide the necessary services at the same terms and conditions.

28. SERVICE LEVEL AGREEMENT (SLA):

Detailed Terms and conditions to be agreed with by the Vendor while signing the Annual Maintenance Contract (AMC) are stated in **Annexure-1. Bidders must thoroughly study / analyze and properly understand the contents of the Annexure-1, its meaning and impact of the information contained therein. If a shortlisted and successful Bidder fails to sign the AMC with the Bank, the Bidder may be debarred from participating, for a maximum period of three (03) years, in all subsequent RFPs to be floated by the Bank besides the EMD of such Bidder being forfeited.**

29. CONFLICT OF INTEREST:

- i) Bidders 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.

- iv. 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.

30. 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:
- v) "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 he procurement process or contract execution;
- vi) "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;
- vii) "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.
- viii) "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;
- ix) "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.

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APPENDICES

CONSTITUTION OF CLUSTERS IN KOLKATA CIRCLE

NETWORK-I

RBO/REGION	No of Brs	Sr engg	Jr engg	Total No of Engg	Details
RBO-1 BERHAMPORE	39	1	3	4	All Branches / CPCs under RBO-1 Berhampore
RBO-2 BERHAMPORE	41	1	2	3	All Branches / CPCs under RBO-2 Berhampore and • RACPC Berhampore
REG-3 BIDHANNAGAR	48	1	2	3	All Branches / CPCs under REG-3 Bidhannagar and • DAC Barrackpore • RACPC Barrackpore
REG-4 BIDHANNAGAR	51	1	2	3	All Branches / CPCs under REG-4 Bidhannagar and • Bikash Bhaban GOC Branch
RBO-5 KRISHNAGAR	49	1	3	4	All Branches / CPCs under RBO-5 Krishnagar
RBO-6 KALYANI	50	1	2	3	All Branches / CPCs under RBO-6 Kalyani and • RACPC Kalyani
AO BIDHANNAGAR and • RACPC Bidhannagar • SMECC Bidhannagar	3	1	1	2	AO Bidhannagar and • RACPC Bidhannagar • SMECC Bidhannagar
REG 2 KOLKATA	34	1	1	2	All Branches / CPCs under RBO-2 Kolkata
REG 3 KOLKATA	35	1	2	3	All Branches / CPCs under RBO-3 Kolkata and • SME Exim, • RACPC Kolkata, • SMECC Kolkata, • Specialised Institutional Banking Br
REG 4 KOLKATA	42	1	2	3	All Branches / CPCs under RBO-4 Kolkata • RACPC – Rajarhat
AO KOLKATA and REG 1 KOLKATA	33	1	2	3	AO KOLKATA and All Branches / CPCs under RBO-1 Kolkata

CONSTITUTION OF CLUSTERS IN KOLKATA CIRCLE

NETWORK-II

RBO/REGION	No of Brs	Sr engg	Jr engg	Total No of Engg	Details
REG-1 HOWRAH	51	1	2	3	All Branches / CPCs under REG-1 Howrah
RBO-2 SERAMPORE	48	1	2	3	All Branches / CPCs under RBO-2 Serampore and • RACPC Uttarpara
RBO-3 KHARAGPUR	45	1	2	3	All Branches / CPCs under RBO-3 Kharagpur
RBO-4 TAMLUK	53	1	3	4	All Branches / CPCs under RBO-4 Tumluk and • RASMECC Haldia
RBO-5 CHINSURAH	47	1	2	3	All Branches / CPCs under RBO-5 Chinsurah. And • RACPC Chinsurah
RBO-6 MIDNAPORE	47	1	2	3	All Branches / CPCs under RBO-6 Midnapore.
AO HOWRAH and • SME Branch Howrah • RACPC Howrah • SMECCC - SAR How	4	1	1	2	AO Howrah and • SME Branch Howrah • RACPC Howrah • SMECCC - SAR Howrah
RBO-2 BARUIPUR	41	1	2	3	All Branches / CPCs under RBO-2 Baruipur.
REG-3 SOUTH 24 PGS	40	1	2	3	All Branches / CPCs under REG-3 South 24 Pgns
REG-4 SOUTH 24 PGS	42	1	2	3	All Branches / CPCs under REG-4 South 24 Pgns and • SME Ballygunge • SMECC Ballygunge
RBO-5 AMTALA	40	1	2	3	All Branches / CPCs under RBO-5 Amtala • RACPC- Behala • Mega DAC, Kolkata. •
AO SOUTH 24 PGNS and • Overseas Branch • Camac Street Branch • Agri Commercial Br	4	1	1	2	AO South 24 Pgns and • Overseas Branch • Camac Street Branch • Agri Commercial Branch,

CONSTITUTION OF CLUSTERS IN KOLKATA CIRCLE

NETWORK-III and Other LHO Offices

RBO/REGION	No of Brs	Sr engg	Jr engg	Total No of Engg	Details
RBO-1 BURDWAN	51	1	2	3	All Branches / CPCs under RBO-1 Burdwan and • RASMECCC-Burdwan
RBO-2 ASANSOL	44	1	2	3	All Branches / CPCs under RBO-2 Asansol and • RASMECC Asansol
RBO-3 BANKURA	46	1	2	3	All Branches / CPCs under RBO-3 Bankura
REG-4 DURGAPUR	47	1	2	3	All Branches / CPCs under REG-4 Durgapur and • RACPC Durgapur
RBO-5 BOLPUR	46	1	2	3	All Branches / CPCs under RBO-5 Bolpur
RBO-6 PURULIA	46	1	2	3	All Branches / CPCs under RBO-6 Purulia
AO DURGAPUR and SBILD DURGAPUR	2	2	0	2	AO DURGAPUR and SBILD DURGAPUR
RBO-1 MALDA	43	1	2	3	All Branches / CPCs under RBO-1 Malda.
REG-2 SILIGURI	37	1	2	3	All Branches / CPCs under REG-2 Siliguri
REG-3 SILIGURI	46	1	3	4	All Branches / CPCs under REG-3 Siliguri
RBO-5 RAIGANJ	47	1	3	4	All Branches / CPCs under RBO-5 Raiganj
RBO-6 COOCH BEHAR	46	1	2	3	All Branches / CPCs under RBO-6 Cooch Behar
AO SILIGURI and • RACPC Siliguri • SMECC Siliguri	3	1	1	2	AO Siliguri and • RACPC Siliguri • SMECC Siliguri
LCPC+CPPC	2	1	1	2	LCPC+CPPC
SBILD SALT LAKE	1	1	0	1	SBILD SALT LAKE
SBILD SILIGURI	1	1	0	1	SBILD SILIGURI

ALLOTMENT OF DCBs /CPCs TO CLUSTERS

BR CD	BRANCH / OFFICE / CPC NAME	ALLOTTED TO CLUSTER
04288	SME EXIM BRANCH KOLKATA	REG 3 KOLKATA
04490	RACPC KOLKATA	REG 3 KOLKATA
05011	SMECCC KOLKATA	REG 3 KOLKATA
14524	SPECIALISED INSTITUTIONAL BANKNG KOLKATA	REG 3 KOLKATA
14821	SPL CURRENCY ADMINISTRATIVE BR	REG 3 KOLKATA
15197	SME - N.S. ROAD BRANCH	REG 3 KOLKATA
16822	RACPC - RAJARHAT	REG 4 KOLKATA
07816	BIKASH BHABAN G.O.C.	REG 4 BIDHANNAGAR
12222	DOCUMENT ARCHIVAL CENTRE BARRACKPORE	REG 3 BIDHANNAGAR
15342	RACPC BIDHANNAGAR	AO BIDHANNAGAR
15745	SMECCC BIDHANNAGAR	AO BIDHANNAGAR
64076	RACPC BARRACKPORE	REG 3 BIDHANNAGAR
64209	RACPC BERHAMPORE	RBO 2 BERHAMPORE
64220	RACPC KALYANI	RBO 6 KALYANI
04150	SME BRANCH HOWRAH	AO HOWRAH
10263	RACPC HOWRAH	AO HOWRAH
10682	RASMECC SARC HALDIA	RBO 4 TAMLUK
15749	SMECCC - SAR HOWRAH	AO HOWRAH
64100	RACPC UTTARPARA	RBO 2 SERAMPORE
64153	RACPC CHINSURAH	RBO 5 CHINSURAH
04140	SME BRANCH BALLYGUNGE	REG 3 SOUTH 24 PGS
04805	OVERSEAS BRANCH KOLKATA	AO SOUTH 24 PGS
15743	SMECC BALLYGUNGE	REG 3 SOUTH 24 PGS
16286	RACPC SOUTH KOLKATA	REG 3 SOUTH 24 PGS
17899	RACPC- BEHALA	REG 4 SOUTH 24 PGS
18722	MEGA DOCUMENT ARCHIVAL CENTRE	REG 4 SOUTH 24 PGS
50271	KOLKATA CAMAC STREET	AO SOUTH 24 PGS
63849	AGRI COMMERCIAL BRANCH KOLKATA	AO SOUTH 24 PGS
10264	RASMECCC-CUM-SARC BURDWAN	RBO 1 BURDWAN
10266	RACPC DURGAPUR	REG 4 DURGAPUR
10267	RASMECC ASANSOL	RBO 2 ASANSOL
10268	RACPC SILIGURI	AO SILIGURI
15747	SMECC SILIGURI	AO SILIGURI

Appendix -A3

CONSTITUTION OF GROUP FROM CLUSTERS IN KOLKATA CIRCLE

Please note that the following ‘Groups’ will be constituted of 2 or more ‘Clusters’, each consisting of all the Branches, Offices, Learning Centres, RACPCs/RASMECCCs/RCPCs/SARCs/ CACs/DAC and other Offices which falls within the area of operation of a Region:

GROUP	CLUSTERS (REGIONS / RBOs)			Cluster Count
Group 1	AO KOLKATA AND REGION 1 KOLKATA	REGION 3 KOLKATA		2
Group 2	REGION 2 KOLKATA	REGION 4 KOLKATA	SBILD SALT LAKE	3
Group 3	AO BIDHANNAGAR	REGION 3 BIDHANNAGAR	REGION 4 BIDHANNAGAR	3
Group 4	RBO 5 KRISHNAGAR	RBO 6 KALYANI		2
Group 5	RBO 1 BERHAMPORE	RBO 2 BERHAMPORE		2
Group 6	AO SOUTH 24 PGS,	REGION 3 SOUTH 24 PGS	LCPC + CPPC	3
Group 7	RBO 2 BARUIPUR	REGION 4 SOUTH 24 PGS	REGION 5 SOUTH 24 PGS	3
Group 8	AO HOWRAH	REGION 1 HOWRAH		2
Group 9	RBO 2 SERAMPORE	RBO 5 CHINSURAH		2
Group 10	RBO 3 KHARAGPUR	RBO 4 TAMLUK	RBO 6 MIDNAPORE	3
Group 11	AO DURGAPUR AND SBILD DURGAPUR	RBO 2 ASANSOL	REGION 4 DURGAPUR	3
Group 12	RBO 1 BURDWAN	RBO 5 BOLPUR		2
Group 13	RBO 3 BANKURA	RBO 6 PURULIA		2
Group 14	AO SILIGURI	REGION 2 SILIGURI	SBILD SILIGURI	3
Group 15	RBO 1 MALDA	RBO 5 RAIGANJ		2
Group 16	REGION 3 SILIGURI	RBO 6 COOCH BEHAR		2
TOTAL				39

AGGREGATE VALUE OF CLUSTER-WISE IT ASSETS

NETWORK-I

Clusters				Printers / Scanners						No. of Engineers			All costs per year (in Rs)				
	Desktops	AIO PCs	Laptops	Laser	Draft/IOI	Passbook	MFP	e-Kyc	e-Kyc Hi Speed	Aggregate Value of IT Assets*	Sr.	Jr.	Total	Wages**	IT Assets Replacement Value***	Total Expenses	AMC Rate as %age of Agg Value
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)=K+L	(N)	(O)=5% of (J)	P=(N+O)	Q=(P/J)*100
AO KOLKATA and REG-1 KOLKATA	50	1	5	25	0	0	5	10	1	4245500	1	0	1	309504	212275	2322239	8.05
	299	1	2	81	62	62	34	68	1	24590000	0	2	2	570960	1229500		
REG 2 KOLKATA	375	1	2	97	66	66	36	72	1	29667000	1	1	2	594984	1483350	2078334	7.01
REG 3 KOLKATA	587	1	2	141	68	68	37	74	1	43065500	1	2	3	880464	2153275	3033739	7.04
REG 4 KOLKATA	392	1	2	103	82	82	44	88	1	32085000	1	2	3	880464	1604250	2484714	7.74
RBO-1 BERHAMPORE	350	1	2	96	76	76	42	83	1	29053000	1	3	4	1165944	1452650	2618594	9.01
RBO-2 BERHAMPORE	393	1	2	112	80	80	45	89	1	32270500	1	2	3	880464	1613525	2493989	7.73
REG-3 BIDHANNAGAR	454	1	2	119	94	94	51	101	1	37049000	1	2	3	880464	1852450	2732914	7.38
REG-4 BIDHANNAGAR	534	1	2	136	100	100	54	107	1	42543000	1	2	3	880464	2127150	3007614	7.07
RBO-5 KRISHNAGAR	503	1	2	135	96	96	52	104	1	40401000	1	3	4	1165944	2020050	3185994	7.89
RBO-6 KALYANI	519	1	2	137	98	98	52	104	1	41455000	1	2	3	880464	2072750	2953214	7.12
AO BIDHANNAGAR	150	1	5	52	4	4	9	18	1	11095000	1	1	2	594984	554750	1149734	10.36

* Aggregate value of IT Assets calculated as per Appendix S

**Minimum Wages for 1 yr: For Sr. Engg @ 992*26*12 and for Jr. Engg @ 915*26*12

***Annual IT Assets Replacement Value: @5% of Aggregate Value of IT Assets

AGGREGATE VALUE OF CLUSTER-WISE IT ASSETS

NETWORK-II

Cluster				Printers / Scanners						No. of Engineers			All costs per year (in Rs)				
	Desktops	AIO PCs	Laptops	Laser	Draft/IOI	Passbook	MFP	e-Kyc	e-Kyc Hi Speed	Aggregate Value of IT Assets*	Sr.	Jr.	Total	Wages**	IT Assets Replacement Value***	Total Expenses	AMC Rate as %age of Agg Value
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)= K+L	(N)	(O)=5% of (J)	P=(N+O)	Q=(P/J)*100
REG-1 HOWRAH	491	1	2	129	100	100	54	107	1	39890500	1	2	3	880464	1994525	2874989	7.21
RBO-2 BARUIPUR	432	1	2	114	94	94	51	101	1	35668500	1	2	3	880464	1783425	2663889	7.47
RBO-3 KHARAGPUR	385	1	2	111	88	88	48	96	1	32385000	1	2	3	880464	1619250	2499714	7.72
RBO-4 TAMLUK	485	1	2	128	102	102	55	109	1	39684500	1	3	4	1165944	1984225	3150169	7.94
RBO-5 CHINSURAH	468	1	2	124	94	94	51	102	1	37990000	1	2	3	880464	1899500	2779964	7.32
RBO-6 MIDNAPORE	413	1	2	118	92	92	51	101	1	34536500	1	2	3	880464	1726825	2607289	7.55
AO HOWRAH	147	1	5	45	6	6	8	16	1	10792000	1	1	2	594984	539600	1134584	10.51
RBO-2 BARUIPUR	372	1	2	102	80	80	44	88	1	30811500	1	2	3	880464	1540575	2421039	7.86
RBO-3 SOUTH 24 PGS	457	1	2	114	78	78	42	84	1	35772500	1	2	3	880464	1788625	2669089	7.46
RBO-4 SOUTH 24 PGS	449	1	2	117	82	82	45	89	1	35734000	1	2	3	880464	1786700	2667164	7.46
RBO-5 SOUTH 24 PGS	336	1	2	91	78	78	42	84	1	28254000	1	2	3	880464	1412700	2293164	8.12
AO 24 PGS SOUTH	122	1	5	43	6	6	9	18	1	9371500	1	1	2	594984	468575	1063559	11.35

* Aggregate value of IT Assets calculated as per Appendix S

**Minimum Wages for 1 yr: For Sr. Engg @ 992*26*12 and for Jr. Engg @ 915*26*12

***Annual IT Assets Replacement Value: @5% of Aggregate Value of IT Assets

AGGREGATE VALUE OF CLUSTER-WISE IT ASSETS

NETWORK-III AND OTHER LHO OFFICES

Cluster				Printers / Scanners						No. of Engineers			All costs per year (in Rs)				
	Desktops	AIO PCs	Laptops	Laser	Draft/IOI	Passbook	MFP	e-Kyc	e-Kyc Hi Speed	Aggregate Value of IT Assets*	Sr.	Jr.	Total	Wages**	IT Assets Replacement Value***	Total Expenses	AMC Rate as %age of Agg Value
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)= K+L	(N)	(O)=5% of (J)	P=(N+O)	Q=(P/J)*100
RBO-1 BURDWAN	520	1	2	136	100	100	55	109	1	41804500	1	2	3	880464	2090225	2970689	7.11
RBO-2 ASANSOL	416	1	2	110	86	86	47	93	1	34000500	1	2	3	880464	1700025	2580489	7.59
RBO-3 BANKURA	368	1	2	100	92	92	50	99	1	31497000	1	2	3	880464	1574850	2455314	7.80
REG-4 DURGAPUR	481	1	2	125	92	92	50	99	1	38576500	1	2	3	880464	1928825	2809289	7.28
RBO-5 BOLPUR	442	1	2	120	90	90	49	97	1	36028500	1	2	3	880464	1801425	2681889	7.44
RBO-6 PURULIA	361	1	2	97	88	88	47	94	1	30650500	1	2	3	880464	1532525	2412989	7.87
AO DURGAPUR and SBILD DURGAPUR	46	1	5	23	0	0	5	10	1	3976500	1	0	1	309504	198825	1096383	11.48
	71	1		36	0	0	8	15	1	5571000	1	0	1	309504	278550		
RBO-1 MALDA	369	1	2	103	86	86	47	93	1	31112000	1	2	3	880464	1555600	2436064	7.83
REG-2 SILIGURI	381	1	2	103	72	72	40	79	1	30668500	1	2	3	880464	1533425	2413889	7.87
REG-3 SILIGURI	437	1	2	116	90	90	49	97	1	35667500	1	3	4	1165944	1783375	2949319	8.27
RBO-5 RAIGANJ	405	1	2	110	88	88	48	95	1	33516000	1	3	4	1165944	1675800	2841744	8.48
RBO-6 COOCH BEHAR	467	1	2	128	90	90	50	99	1	37723000	1	2	3	880464	1886150	2766614	7.33
AO SILIGURI	97	1	5	35	4	4	7	14	1	7512500	1	1	2	594984	375625	970609	12.92
SBILD SILIGURI	76	1		38	0	0	8	16	1	5931500	1	0	1	309504	296575	606079	10.22
SBILD SALT LAKE	92	1		46	0	0	10	19	1	7150000	1	0	1	309504	357500	667004	9.33
LCPC +CPPC	221	0		111	0	0	23	45	1	16898500	1	0	1	309504	844925	1600934	7.96
	49	0		10	2	2	1	2		3220500	0	1	1	285480	161025		

* Aggregate value of IT Assets calculated as per Appendix S

**Minimum Wages for 1 yr: For Sr. Engg @ 992*26*12 and for Jr. Engg @ 915*26*12

***Annual IT Assets Replacement Value: @5% of Aggregate Value of IT Assets

AGGREGATE VALUE OF GROUP-WISE IT ASSETS

Cluster				Printers / Scanners						No. of Engineers			All costs per year (in Rs)				
	Desktops	AIO PCs	Laptops	Laser	Draft/IOI	Passbook	MFP	e-Kyc	e-Kyc Hi Speed	Aggregate Value of IT Assets*	Sr.	Jr.	Total	Wages**	IT Assets Replacement Value***	Total Expenses	AMC Rate as %age of Agg Value
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)= K+L	(N)	(O)=5% of (J)	P=(N+O)	Q=(P/J)*100
Group 1	936	3	9	247	130	130	76	152	3	71901000	2	4	6	1760928	3595050	5355978	7.45
Group 2	859	3	4	246	148	148	90	179	3	68902000	3	3	6	1784952	3445100	5230052	7.59
Group 3	1138	3	9	307	198	198	114	226	3	90687000	3	5	8	2355912	4534350	6890262	7.60
Group 4	1022	2	4	272	194	194	104	208	2	81856000	2	5	7	2046408	4092800	6139208	7.50
Group 5	743	2	4	208	156	156	87	172	2	61323500	2	5	7	2046408	3066175	5112583	8.34
Group 6	849	2	7	278	86	86	75	149	3	65263000	3	4	7	2070432	3263150	5333582	8.17
Group 7	1157	3	6	310	240	240	131	261	3	94799500	3	6	9	2641392	4739975	7381367	7.79
Group 8	638	2	7	174	106	106	62	123	2	50682500	2	3	5	1475448	2534125	4009573	7.91
Group 9	900	2	4	238	188	188	102	203	2	73658500	2	4	6	1760928	3682925	5443853	7.39
Group 10	1283	3	6	357	282	282	154	306	3	106606000	3	7	10	2926872	5330300	8257172	7.75
Group 11	1014	4	9	294	178	178	110	217	4	82124500	4	4	8	2379936	4106225	6486161	7.90
Group 12	962	2	4	256	190	190	104	206	2	77833000	2	4	6	1760928	3891650	5652578	7.26
Group 13	729	2	4	197	180	180	97	193	2	62147500	2	4	6	1760928	3107375	4868303	7.83
Group 14	554	3	7	176	76	76	55	109	3	44112500	3	3	6	1784952	2205625	3990577	9.05
Group 15	774	2	4	213	174	174	95	188	2	64628000	2	5	7	2046408	3231400	5277808	8.17
Group 16	904	2	4	244	180	180	99	196	2	73390500	2	5	7	2046408	3669525	5715933	7.79

* Aggregate value of IT Assets calculated as per Appendix S

**Minimum Wages for 1 yr: For Sr. Engg @ 992*26*12 and for Jr. Engg @ 915*26*12

***Annual IT Assets Replacement Value: @5% of Aggregate Value of IT Assets

PRE-BID QUERY FORMAT

[TO BE PRINTED ON BIDDER'S LETTER HEAD]

VENDOR NAME:

Sl. No	Page No	Para No.	Clause referred to	Query

Name & Signature of authorized signatory

Date:

Seal of Company

BID FORM (TECHNICAL BID)

[TO BE PRINTED ON BIDDER'S LETTER HEAD]

The 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/24-25/1

~~~~~  
We have examined the above-mentioned 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 quote our rates through the online Reverse Auction, be conducted by the Bank's authorized e-Procurement agency, 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 document.
  - ✓ We declare that we are not in contravention of **Conflict-of-Interest** stipulation mentioned in this RFP.
  - ✓ Indicative-prices submitted by us have been arrived at without any agreement / understanding with any other Bidder(s) 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 rates quoted in the Indicative-price Bid 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, organization 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.
- v. 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.

Ctd..P2

Appendix-D (Page-2)

- vii. We agree to abide by all the terms and conditions stated in the RFP and the contents of Service Level Agreement as per template available at Annexure-1 of this RFP.
- 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.
- viii. The commercial bidding process will be through the Reverse Auction process to be conducted by the Bank's authorized e-Procurement agency. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
  - i. 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.
  - ii. We understand that the Bank are not bound to accept the lowest or any Bid the Bank may receive and the Bank may reject any or all Bids without assigning any reason or giving any explanation whatsoever.
  - iii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
  - iv. 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.
  - v. 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.
  - vi. If our Bid is accepted, we undertake to enter 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.
  - vii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

We certify that the information / data / particulars furnished by us in this Bid form is factually correct. We also accept that in the event of any information / data / particulars submitted by us, proving to be incorrect, the Bank will have the right to disqualify us from the Bidding process of this RFP and in the event of any details submitted by us, turning out to be false during the tenure of an AMC awarded to us, the Bank, at its discretion may forfeit the EMD and terminate the AMC.

(Signature)

Date:

(Name)

(In the capacity of)

Duly authorized to sign this Bid for and on behalf of:

**Seal of the company.**

## Appendix –E

### DETAILS OF THE BIDDER

[TO BE PRINTED ON BIDDER'S LETTER HEAD]

| 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 |         |

**Name & Signature of authorized signatory**

**Seal of Company**

**FORMAT FOR EMD BANK GUARANTEE**

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

**RFP NO. ITS/AMC/2024-25/1**

**EMD BANK GUARANTEE FOR SUBMISSION OF BIDS**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Local Head 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(RFP) NO: ITS/AMC/2024-25/1.

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. \_\_\_\_\_/-
3. (Rupees \_\_\_\_\_ only) as EarnestMoney Deposit.
4. 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)

**5. 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).

6. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/-Rupees \_\_\_\_\_

7. 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.

Ctd..P2

8. 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. \_\_\_\_\_
- b) /- (Rupees \_\_\_\_\_ Only)
- c) Our liability under these presents shall not exceed the sum of Rs. /-(Rupees \_\_\_\_\_ Only)
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) This guarantee shall be governed by Indian Laws and the Courts in Kolkata, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

Our liability under this Bank Guarantee shall not exceed Rs... /-  
(Rupees \_\_\_\_\_ only)

This Bank Guarantee shall be valid up to .....

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)

**FORMAT FOR SUBMISSION OF CLIENT REFERENCES**

[TO BE PRINTED ON THE CLIENT'S LETTER HEAD]

**To whosoever it may concern**

| <b>Particulars</b>                                     | <b>Details</b> |
|--------------------------------------------------------|----------------|
| Client Information                                     |                |
| 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 to End Date                                 |                |
| Financial Years                                        |                |
| Current Status (In Progress / Completed)               |                |
| <b>Size of Project</b>                                 |                |
| Value of Work Order (only a single work order) (in Rs) |                |
| No of Computer Systems (excl. Printers/Scanners etc.)  |                |

**NB:** The criteria is, “Experience in providing support to Offices / Branches of SBI for minimum 3 financial years. Alternatively, bidder must be providing support services to at least 3 Corporate clients / Government offices / PSUs / Nationalized Banks in India with at least 200 systems each, for a minimum of last 3 years.”

**Name & Signature of authorised signatory****Date:****Seal of Company**



**CERTIFICATE -I**

[TO BE PRINTED ON BIDDER'S LETTER HEAD]

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

Dear Sir,

We certify that SBI is absolved of any responsibility / liability for use of Systems / Software delivered along with the computer hardware and peripherals and of all cases of possible litigation / claims directly or indirectly arising out of any breach / claimed breach of patent copyright / license / trade secret or other property right of any other person or other entity for the computer hardware and peripherals and software(s) sourced either from third parties or from themselves

**Name & Signature of authorised signatory**

**Date:**

**Seal of Company**

**CERTIFICATE -II**

[TO BE PRINTED ON BIDDER'S LETTER HEAD]

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

Dear Sir,

We certify to indemnify the Bank and keep the Bank indemnified from any claim, damage, loss, injury, etc. directly or indirectly, resulting from or arising out of any commission or omission or any breach or claimed breach committed by us.

**Name & Signature of authorised signatory**

**Date:**

**Seal of Company**

**CERTIFICATE -III**

[TO BE PRINTED ON BIDDER'S LETTER HEAD]

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

Dear Sir,

We certify that we have not been blacklisted or debarred by any of our previous or present client(s) or any Organization, Government Department, Institution etc. in the past.

**Name & Signature of authorised signatory**

**Date:**

**Seal of Company**

**UNDERTAKING**

[TO BE PRINTED ON BIDDER'S LETTER HEAD]

1. Having read, and understood, we accept all the terms & conditions mentioned in the RFP.
2. We certify that our quotes conform to all Terms & conditions mentioned in the RFP.
3. Unconditional comprehensive maintenance service for the entire period of AMC will be provided.
4. Sufficient quantities of original spares of essential kits or parts of the computer hardware and peripherals will be maintained.
5. In case of failure to attend to complaints, we are liable to be penalized by the Bank.
6. We certify that all the details submitted by us are correct and complete.
7. Only genuine parts will be used as replacements for repairs of hardware and peripherals.
8. Certified that we have our own resources on payroll who possess the required experience and qualification.
9. Support personnel will be deployed at each Cluster as mentioned in Appendix-A1 of the RFP.
10. All the spares, except cartridges, ribbons, and laptop batteries, will form an integral part of Annual Maintenance Contract.
11. We further undertake that we will be the single point of contact for any / all purposes with respect to IT Services in the Clusters allotted to us.
12. We undertake, that adequate specialized expertise is available to ensure that the support services are responsive, and we assume total responsibility for the fault free operation of all IT Assets including computer hardware, peripherals and maintenance during the AMC period.
13. We undertake that during AMC Period we will maintain SLA terms and conditions as mentioned in the RFP.

**Name & Signature of authorised signatory**

**Date:**

**Seal of Company**

## INDICATIVE PRICE BID

[TO BE PRINTED ON BIDDER'S LETTER HEAD]

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

Ref: RFP No. **ITS/AMC/24-25/1**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we submit below our Indicative-Price Bids for one year, as per the table below. The monetized value of the Indicative-Price Bids, which are a percentage of the aggregate IT Asset value of all Branches / Offices in the respective Groups are also inclusive of salary payable to the number of engineers to be placed in that Group. We confirm having quoted the Bids below after considering all that is stated in Appendices A1, A2, A3, B1 and B2 as per this RFP document:

| INDICATIVE-PRICE BIDS |                                 |                       |                       |                    |
|-----------------------|---------------------------------|-----------------------|-----------------------|--------------------|
| GROUP                 | CLUSTERS (REGIONS / RBOs)       |                       |                       | AMC Rate as a %age |
| 1                     | AO KOLKATA AND REGION 1 KOLKATA | REGION 3 KOLKATA      |                       |                    |
| 2                     | REGION 2 KOLKATA                | REGION 4 KOLKATA      | SBILD SALT LAKE       |                    |
| 3                     | AO BIDHANNAGAR                  | REGION 3 BIDHANNAGAR  | REGION 4 BIDHANNAGAR  |                    |
| 4                     | RBO 5 KRISHNAGAR                | RBO 6 KALYANI         |                       |                    |
| 5                     | RBO 1 BERHAMPORE                | RBO 2 BERHAMPORE      |                       |                    |
| 6                     | AO SOUTH 24 PGS,                | REGION 3 SOUTH 24 PGS | LCPC + CPPC           |                    |
| 7                     | RBO 2 BARUIPUR                  | REGION 4 SOUTH 24 PGS | REGION 5 SOUTH 24 PGS |                    |
| 8                     | AO HOWRAH                       | REGION 1 HOWRAH       |                       |                    |
| 9                     | RBO 2 SERAMPORE                 | RBO 5 CHINSURAH       |                       |                    |
| 10                    | RBO 3 KHARAGPUR                 | RBO 4 TAMLUK          | RBO 6 MIDNAPORE       |                    |
| 11                    | AO DURGAPUR AND SBILD DURGAPUR  | RBO 2 ASANSOL         | REGION 4 DURGAPUR     |                    |
| 12                    | RBO 1 BURDWAN                   | RBO 5 BOLPUR          |                       |                    |
| 13                    | RBO 3 BANKURA                   | RBO 6 PURULIA         |                       |                    |
| 14                    | AO SILIGURI                     | REGION 2 SILIGURI     | SBILD SILIGURI        |                    |
| 15                    | RBO 1 MALDA                     | RBO 5 RAIGANJ         |                       |                    |
| 16                    | REGION 3 SILIGURI               | RBO 6 COOCH BEHAR     |                       |                    |

**Note:** Rates will be inclusive of all taxes except GST. GST will be paid as per the prevailing rate. No other taxes, duties, charges, etc. will be payable. In the Commercial quote (Reverse Auction), vendor shall quote the rate in percentage terms only. This is only an Indicative Bid and it has nothing to do with final bidding in the Reverse Auction. No claim or query in the basis of Indicative bid will be entertained.

**Name & Signature of authorised signatory****Date:****Seal of Company**

**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.

Ctd..P2

## 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

(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 (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

(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 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.

Appendix-M (Page-3)

(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.

Ctd..P4



**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.

Date:

Place:

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

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

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

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

**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/24-25/1**.
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 fulfil its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of **36 months** and in the event of failure, on the part of Service Provider, to fulfil any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.
6. 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).

## Appendix-N (Page-2)

## NOW THIS GUARANTEE WITNESSETH THAT

- a. 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).
- b. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfil 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.
- c. 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.
- d. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

## WE (THE GUARANTOR) HEREBY FURTHER AGREE &amp; 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 Kolkata, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Appendix-N (Page-3)

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

**COMPLIANCE CERTIFICATE**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document. We declare that we are not in contravention of **Conflict-of-Interest** obligation mentioned in this RFP.

We certify that we have not made any changes from the contents of the RFP document read with its amendments / clarifications provided by the Bank submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.

We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.

**Name & Signature of authorised signatory**

**Date:**

**Seal of Company**

**CHECKLIST OF ALL DOCUMENTS TO BE SUBMITTED**

| Sl. | Document                                                                                                                                                                                         | Check |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1   | Bidder's details as per Appendix- E on Bidder's Letter-head                                                                                                                                      |       |
| 2   | Bid form as per Appendix- D on Bidder's Letter-head                                                                                                                                              |       |
| 3   | Audited Balance sheets for the past 3 financial years duly signed by a Chartered Accountant.                                                                                                     |       |
| 4   | Profit & Loss statements for the past 3 financial years duly signed by a Chartered Accountant.                                                                                                   |       |
| 5   | a. Experience certificate (from any AO/RBO of SBI) as per Appendix-G<br>b. Experience certificate (Non-SBI) as per Appendix -G from at least three (03) Corporate clients in-lieu of 5(a) above. |       |
| 6   | Copy of a valid certificate issued by DPIIT for Start-ups, if applicable.                                                                                                                        |       |
| 7   | Agreement / Lease papers of Registered Office / Branch Office in Kolkata.                                                                                                                        |       |
| 8   | Copy of Income Tax PAN allotted.                                                                                                                                                                 |       |
| 9   | Copy of GST registration certificate for the State of West Bengal.                                                                                                                               |       |
| 10  | Copies of Annual Income Tax and GST returns for any year during the last three financial years.                                                                                                  |       |
| 11  | Certificate mentioned in para 13.ii (m) of RFP as per Appendix -H.                                                                                                                               |       |
| 12  | Certificate mentioned in para 13.ii (o) of RFP as per Appendix -I.                                                                                                                               |       |
| 13  | Certificate mentioned in para 13.ii (p) of RFP as per Appendix-J.                                                                                                                                |       |
| 14  | Scanned copy of Bank Draft for EMD.                                                                                                                                                              |       |
| 15  | Compliance Certificate, as per Appendix-O.                                                                                                                                                       |       |
| 16  | Undertaking as per Appendix-K.                                                                                                                                                                   |       |
| 17  | Authorization letter to sign on behalf of the Vendor.                                                                                                                                            |       |

**RATE CONFIRMATION CERTIFICATE**

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

**Ref: RFP No. ITS/AMC/2024-25/1**

**Reverse Auction dated.....(dd/mm/yyyy)**

We confirm having quoted the following rates, which were discovered as the L1 for the Groups mentioned below, in the captioned Reverse Auction:

| Sr No | Group | Clusters | AMC Rate as percentage of total IT asset value for one whole year inclusive of salaries of engineers and the replacement cost of all IT assets in the mentioned Group and the respective Clusters. |
|-------|-------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     |       |          |                                                                                                                                                                                                    |
| 2     |       |          |                                                                                                                                                                                                    |
| 3     |       |          |                                                                                                                                                                                                    |
| 4     |       |          |                                                                                                                                                                                                    |
| 5     |       |          |                                                                                                                                                                                                    |
| 6     |       |          |                                                                                                                                                                                                    |
| 7     |       |          |                                                                                                                                                                                                    |
| 8     |       |          |                                                                                                                                                                                                    |

Note: If any taxes to be paid by the Bank, same should be mentioned explicitly. DCBs/CPCs in the geographical area of a Cluster will be considered under same Cluster for award of the AMC ( As per Appendix-A2 of the RFP).

**Name & Signature of authorised signatory**

**Date:**

**Seal of Company**

## REVERSE AUCTION EVENT INFORMATION & TERMS AND CONDITIONS

### Reverse Auction Event Information

The short-listed bidders after the technical evaluation stage will participate in the reverse auction conducted by the e-Procurement agency, M/s. Antares Systems Ltd.

Deadline for submission of Indicative-price Bids :

Date & time of Reverse Auction (Commercial bids) :

### Terms & Conditions of Reverse Auction:

1. **TRAINING:** The e-Procurement agency will conduct adequate demo training on the bidding process to all the Vendors who have been invited to participate in the e-procurement reverse auction. The bidder has to participate in the training, which will be conducted online by the e-procurement agency.
2. **LOGIN NAME & PASSWORD:** Each techno-commercially acceptable Bidder will be assigned a unique Username & Password by the e-Procurement agency. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the e-Procurement agency. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
3. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sale. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the service as mentioned above at the price that they bid.
4. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sale.
5. **AUCTION TYPE:** Standard English Reverse Auction (No Ties). The standard English price format will be used for reverse auction. In this format the bidders will be able to view the current lowest price on the portal and cannot view who has bid the same.
6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields  
- Lowest Bid in the Auction.
7. **RATE CONFIRMATION:** The L1 Vendors as discovered in the Reverse Auction process, need to submit a Rate confirmation Certificate as per Appendix-Q to this RFP.



**REPLACEMENT VALUE OF COMPUTER HARDWARE AND PERIPHERALS**

| Sl No | Type of Asset           | Replacement Value (in Rs.) |
|-------|-------------------------|----------------------------|
| 1*    | SERVER                  | 2,50,000                   |
| 2*    | LINE PRINTER            | 1,50,000                   |
| 3*    | ALL IN ONE PC           | 72,500                     |
| 4     | DESKTOP PC              | 59,000                     |
| 5*    | LAPTOP                  | 65,000                     |
| 6     | LASER PRINTER           | 16,500                     |
| 7     | LASER PRINTER (MFP)     | 22,500                     |
| 8     | LASER PRINTER (Network) | 18,000                     |
| 9*    | LASER PRINTER (Colour)  | 75,000                     |
| 10    | INKJET PRINTER          | 8,500                      |
| 11    | INKJET PRINTER (MFP)    | 18,500                     |
| 12    | INK TANK PRINTER (MFP)  | 23,000                     |
| 13    | DRAFT/IOI PRINTER       | 14,500                     |
| 14    | PASSBOOK PRINTER        | 24,000                     |
| 15    | SCANNER (FLATBED)       | 7,500                      |
| 16    | SCANNER (MULTI PAGE)    | 32,500                     |
| 17*   | SCANNER (HIGH SPEED)    | 48,000                     |

NB. \*Generally, not available at all branches / offices except at few branches / offices.

## ANNEXURE - 1

### SERVICE LEVEL AGREEMENT (SLA)

#### STATE BANK OF INDIA

#### AGREEMENT FOR MAINTENANCE OF COMPUTERS, PERIPHERALS, PRINTERS & OTHER ELECTRONIC EQUIPMENT

This agreement for providing services for maintenance of computer hardware and software installed at branches/ offices of the Bank in the State of West Bengal (hereinafter '**the Agreement**') is made on \_\_\_\_\_ day of \_\_\_\_\_.

Between

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre/Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at Kolkata- 700001 and Administrative Offices/ Regional Business Offices/ Branches/ BPR outfits situated in the state of West Bengal through its Assistant General Manager, IT Services Department at Local Head Office, Kolkata, hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part.

And

\_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

#### RECITALS

##### WHEREAS

- (i) The Bank is desirous of availing services for maintenance of computer hardware and software installed at various branches/ offices of the Bank falling under the geographical cluster(s) allocated to the Service Provider under Annual Maintenance Contract (AMC) for a period of one year subject to periodical review of the services or further extension of the services at the option of the Bank; and

Ctd..P2

- (ii) Whereas the Bank floated “RFP for Annual Maintenance Contract (AMC) of Computer Hardware, Software, LAN, Network and Other peripherals etc. at all the Branches/Offices in Kolkata Circle in the State of West Bengal (.....to ..... ) being RFP no. “ITS/AMC/2024-25/01; and
- (iii) Whereas the Service provider participated in the RFP; and
- (iv) Whereas the Service Provider has been advised by the Bank of the allotment of cluster/Groups for which he is required to provide the services vide letter bearing ref. no. ....dated.....

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth herein below, in the RFP no. “ITS/AMC/2024-25/01” i.e. “*RFP for Annual Maintenance Contract (AMC) of Computer Hardware, Software, LAN, Network and Other peripherals etc. at all the Branches/Offices in Kolkata Circle in the State of West Bengal(..... to .....)*”, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:-

## 1. DEFINITIONS & INTERPRETATIONS

- 1.1 “**Agreement**” means the terms and conditions contained herein, the terms and conditions of the RFP no. “ITS/AMC/2024-25/01”, letter bearing ref. no. ....dated....., including all their Annexure(s), Schedule(s), Appendix and all amendments therein.
- 1.2 “**Service**” means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.
- 1.3 **Interpretations:**
  - Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
  - 1.3.1 The singular includes the plural and vice versa.
  - 1.3.2 Reference to any gender includes each other gender.
  - 1.3.3 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
  - 1.3.4 The Agreement and the Appendices to this Agreement, the Terms and conditions of the RFP no. “ITS/AMC/2024-25/01”, and the letter bearing no. ....dated....., shall form the integral part of this Agreement.

Ctd..P3

1.3.5 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.3.6 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.4 SBI shall have the right to make changes and attachments to this SLA.

Any agreement, notice, consent, approval, disclosure, or communication under or pursuant to this Agreement is to be made in writing.

## 2. COMMENCEMENT AND TERMS:

2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from .....

2.2 This Agreement shall be in force up to ....., unless terminated by the Bank by notice in writing in accordance with the termination clauses OR extended by the Bank by notice in writing for a period of twelve months on same terms and conditions.

2.3 The Bank shall have the right at its discretion to review this Agreement at periodical interval or at any time at the discretion of Bank.

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

## 3. SCOPE OF WORK AND SERVICES

Annual Maintenance of Computer Hardware and its peripherals, Installation / Reinstallation / Upgradation of Software and other activities as specified elsewhere in this document, including:

3.1 **Ensuring uptime and maintenance of all Computer hardware, accessories, and peripherals** so as to prevent near-zero disruptions.

3.2 Computer hardware includes Servers / Desktops / Laptops / AIOs / Printers / Scanners, etc. It includes all Computer hardware including those under Original Equipment Manufacturer (OEM) warranty. **The vendor will also attend to service requests for in-warranty items and resolve issues pertaining to new hardware.** In case part replacement is required, back-to- back support from OEM Vendor will be taken by the Service Provider. In other words, the Service Provided will, without fail, extend all services available for AMC machines to in-warranty machines as well.

Ctd..P4

- 3.3 Installation / Reinstallation and Updating / Version-upgradation of all Bank approved Computer Software / Applications (provided by GITC Team) and assisting Bank officials in migration of such Applications, whenever necessary, on all systems used in the Bank, including the newly procured systems even if the latter are under OEM warranty. **Computer Software includes Operating System (OS) and OS patches, Peripheral drivers, Security software and other Applications / Utilities, which are authorised by GITC for use in the Bank.**
- 3.4 Support to be provided to Branches / Offices **on-site or remotely but within the stipulated time limits.**
- 3.5 Assisting in installation and settings of all ancillary hardware viz. **GCC / POS machines / CTS scanners etc. However, AMCs for GCC / POS machines and CTS Scanners is excluded from the scope of work in this RFP.**
- 3.6 Video Conferencing support (only preliminary troubleshooting, whenever necessary) at RBOs and AOs and other Offices. **However, AMCs for VC hardware is excluded from the scope of work in this RFP.**
- 3.7 Pro-active identification and reporting to ITS Department at LHO Kolkata of **LAN / UPS / Power** issues at branches, if any. **However, AMCs for LAN / UPS / Power is excluded from the scope of work in this RFP.**
- 3.8 Assisting in installation / re-installation of Bank approved Application software including any type of **Web browsers** as advised by Bank, along with all necessary settings.
- 3.9 Installation/Re-installation of **Digital Signatures** including Java Runtimes, when necessary, along-with all necessary settings.
- 3.10 Support for installation of all Bank approved Apps on Mobile phones / I-Pads / Tablets / Laptops used by Bank / Bank employee, as per Standard Operating Procedures (SOPs) provided by GITC team. **However, while Laptops shall be included in AMCs, Mobile phones / I-Pads / Tablets shall be excluded from the scope of work in this RFP.**
- 3.11 Support for recovery of data, free of cost, in case of any Hard Disk crash / defects of any Computer hardware and peripherals.
- 3.12 Preventive maintenance at least once in every quarter. As part of preventive maintenance, the service provider apart from other essential servicing, ensure cleaning of the components inside the various types of hardware items such as Server, Client workstations, printers etc.
- 3.13 Mandatorily install / up-grade the latest and the correct version of Anti-virus. It is to be ensured that every time a server / system gets installed / formatted, the latest and the correct version of Anti-virus is installed without fail.
- 3.14 Support in roll-out / implementation of all new projects introduced by Bank.
- 3.15 **Install only authorized software in all computer systems using genuine keys and having valid licenses only. It will be considered as a breach of contract and the Bank may legally proceed against the service provider.**

Ctd..P5

- 3.16 **The scope of work as detailed above is only indicative. The vendors shall extend their support and services to other areas of work not detailed above but related to IT services, as may be required by Bank from time to time.**

#### 4. SALIENT FEATURES OF SERVICE

- 4.1 AMC services should be provided to branches / offices during the normal working hours thereat as well as the extended working hours, which are typically from 09.00 Hrs to 21.00 Hrs. It may be noted that the afore-mentioned working hours are indicative and not exhaustive.
- 4.2 Engineers should be posted as per Bank's requirement, with fool-proof arrangements for back-up service during the absence of the regular engineer. The posting of engineers has to be done at the offices set up by the vendor at each cluster or else at any of the branch of that centre, as mentioned in the RFP document no. "ITS/AMC/2024-25/01".
- 4.3 Adequate spares to be maintained by the vendors in their local stock at Clusters. (Branches should not in any case suffer on account of non- availability of spares that are covered under AMC)
- 4.4 The vendor should provide prompt on-site service for repairs and maintenance of computer hardware and peripherals. A maximum response time of 2 hours would be allowed to resolve all calls for IT Support. **However, the priority and resolution time of requests for IT support will not be dependent on distance of branches from AO/RBO.**
- 4.5 In case shifting of equipment from the site to the premises of vendor is required, the shifting and relocation of the equipment should be completed by the vendor at no extra cost. Also, the shifting of equipment should necessarily be supplemented with supply of standby equipment. **However, the repair work and relocation after repairs must be completed within a maximum of 7 days.**
- 4.6 If vendor fails to repair the fault within 2 hours of reporting, penalty as mentioned in para 6.2.3 below shall be leviable which will be adjusted against the AMC payable to the vendor for that quarter. Similar penalty will be levied in case of computer hardware and peripherals shifted from the site and not relocated after repairs within 7 days even if standby arrangements have been made by the vendor. Maximum penalty amount of a particular item shall not ordinarily exceed the AMC value of that item. Repeated penalty incidents may lead to Cancellation of AMC and Blacklisting of the Vendor. Please note, maximum penalty amount for a particular Vendor shall be as per para 6.2.5.
- 4.7 Records will be maintained for calls logged by branches with the time taken for resolution of call by the vendor and a consolidated report would be taken out for imposition of penalty, if any.
- 4.8 AMC would be reviewed quarterly. In case services are found unsatisfactory and Bank opts for discontinuance of AMC in respect of one or more Clusters, vendor will be served a notice, 1 month in advance of expiry of the current quarter.
- 4.9 Up till the validity of AMC contract or such extended period as is envisaged at the option of the Bank.

- 4.10 No hardware issue must be left unresolved by the vendor at any branch for more than a fortnight in any case. In such a case Bank may opt for discontinuance of services of the vendor for one or all the Clusters allotted to the vendor.
- 4.11 At places where vendor has an office set-up of his own, Bank does not insist on them to station engineers at its branches. However, at other places & building/ office-based Clusters, dedicated engineers must be stationed at the nodal branch of SBI in the cluster, as mentioned in the Annexure.
- 4.12: All engineers must be provided with a mobile telephone so that they may be easily contacted at any time. The contact numbers must be advised to all branches/offices.
- 4.13 AMC's to be taken up by the vendor on an "As is Where it is" basis. No repair/ replacement of spares would be undertaken by the Bank before commencement of AMC.
- 4.14 **Each vendor has to designate a Project Manager, other than the service engineers being deployed by the Vendor, to look after the AMC project of all Clusters allotted to the Vendor.** Such Project Manager should have a minimum of 5 years' experience in the service & maintenance of Computer systems / peripherals / software in banking industry. **The Project Manager will:**
- 4.14.1 Ensure proper deployment and availability of sufficient number of service engineers in Clusters, timely resolution of calls; ensure up-time of various hardware, co-ordinate with ITS Department in all operational matters.
- 4.14.2 Make routine monthly visits (apart from specific calls) to ITS, LHO and have a meeting with AGM (ITS) / designated officials. Similarly, one quarterly visit should be made to RBOs of the allotted Clusters to have a meeting with the Controller / designated official. A copy of the visit report, for each allotted Cluster, duly signed by respective Controller and Project Manager should be submitted quarterly to the AGM (ITS).
- 4.14.3 Be responsible for the correctness of hardware inventory and the quarterly invoices. All additions and deletion in inventory should be promptly done under advice to the Bank.
- 4.15 The other engineers of the Vendor should preferably have 2-3 years of experience in the service & maintenance of Computer systems / peripherals / software in banking industry. The other engineers shall be entrusted with responsibilities for IT Support Services in SBI only.
- 4.16 All service engineers placed at a particular cluster should be stationed at and operate from the respective RBO / Cluster Headquarter only. **In no case the engineers are permitted to operate from other centre.** Non-compliance of this instruction will attract suitable penalty including termination of AMC.
- 4.17 Vendor will have the right to change Service engineers deputed in a cluster. But any such change will be intimated to the Bank well in time and must have the approval of the Bank. The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.
- 4.18 During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory service & maintenance of Computer systems / peripherals / software to keep the IT setup working seamlessly. All service engineers appointed by the vendor shall be suitably sensitized by the Vendor.
- 4.19 As work is often carried out in the Bank during Holidays / Saturdays / Sundays, it is necessary that the service engineers be provided by the vendor on these days as well. However, the vendor can claim from the Bank, the amount of minimum wages payable per day to engineers if they are requisitioned for more than 26 working days in a month or on Sundays / the three National Holidays (Republic Day, Independence Day and Gandhi Jayanti) subject to submission of evidence thereof.

Ctd..P7

- 4.20 All Engineers should be accessible through Mobile phones to facilitate prompt communication; non-availability of any service engineer on any time / day should be conveyed in advance to the Bank as well as alternative / reserve arrangements also to be worked out.
- 4.21 The service provider / Vendor shall provide IT support and services to all the branches / offices of the Bank in the AMC project of all Clusters allotted to the allotted to them. List of branches / offices forming different Clusters in the State of West Bengal as detailed in Appendices i and ii to this SLA.
- 4.22 The service provider shall ensure that the repair and maintenance services / products sold, if any, does not violate or infringe upon any patent, copyright, trade secret or other property rights of any other person or entity. The service provider shall indemnify the Bank from any claim or demand, action or proceedings, directly or indirectly, resulting from or arising out of any breaches / alleged breaches.
- 4.23 The Bank reserves the right to claim as damages from the service providers to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the service provider, damage has been caused to computer system covered by the AMC or to any property of the Bank not covered by the AMC.
- 4.24 The Bank shall be within its authority to shift all computer systems and peripherals to an alternate site during the currency of this Agreement without any prior written notice to service provider. The Bank shall bear the charges for such shifting and the service provider shall provide necessary assistance and support for installation / re-installation of shifted equipment at the new place. This Agreement, after such shifting and reinstallation of the equipment would continue to be binding on service provider and the Bank.
- 4.25 Escalation matrix shall be made available by the Vendor to the Bank, once in each quarter, and each time the matrix gets updated.
- 4.26 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.
- 4.27 The service provider will ensure that all the service engineers deployed are in uniform, if any, and wearing ID Cards at all times.
- 4.28 The Bank shall maintain a register at each of its branches / offices containing therein record of all events of failure and / or malfunction of computer systems / peripherals. The service engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the service engineer shall make 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.
- 4.29 **The selection of engineers for deployment at all Clusters by all Vendors shall strictly be made on the recommendations of AGM, ITS Department, LHO Kolkata. It may be noted that this is only to ensure quality of service by Vendor engineers with experience and expertise in providing IT services to SBI. However, the placement of engineers at any branch / office by Vendors at any Cluster shall be done in consultation with the respective AO / RBO Controllers / officials and needs to be advised to the ITS Department, LHO Kolkata.**

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## 5. CHARGES:

- 5.1 **The AMC charges are payable quarterly, in arrears, by AOs / RBOs / SBILDs / CPCs of the respective Clusters to the service providers** for providing services, which are as described in para 3 above, 'Scope of Work and Services'. Such AMC charges, at any Cluster, shall be applicable at the L1 rates for the respective Groups as discovered through Reverse Auction in respect of RFP No ITS/AMC/2024-25/1. AMC charges shall be paid on receipt of invoices from the Service Providers. Invoices will be submitted by the service providers on quarterly basis to AOs / RBOs / SBILDs / CPCs of the respective Clusters and such invoices must also enclose details of salary / wages / EPF / ESIC paid to the engineers placed thereat by the service providers.
- 5.2 **AMC charges will be paid by the AOs / RBOs / SBILDs / CPCs subject to satisfactory performance of the service providers at the respective branches / offices in the Clusters allotted to them.** Accordingly, the performance of the service providers will be evaluated every quarter based upon report of the branches / offices. Hence, at least one visit per quarter by the vendor's engineer to the branch is a prerequisite even if there is no breakdown call from the branch. Branches/ offices will give a certificate to their respective AOs / RBOs regarding satisfactory functioning of the AMC vendors with copies of the same to the ITS Department.
- 5.3 **It is to be noted that the L1 percentage (%) rate discovered for a Group through the Reverse Auction process is applicable for all the Clusters in that Group. The AMC charges payable for any Cluster shall be calculated at the discovered L1 rate in percentage (%) on the aggregate value of IT Assets in the respective Clusters.**
- 5.4 The aforesaid AMC charges, which include all taxes but excludes GST, takes into account the replacement value of all IT Assets in Branches / Offices of the Bank in the Cluster allotted AND the wages for the total number of engineers placed at the Cluster. No additional charges or hike in the AMC rates shall be claimed by service providers. No charges would be payable on the equipment which are under OEM warranty and service provider shall liaise with the OEM vendor for carrying out maintenance service under the warranty period.
- 5.5 **The AMC charges for any Cluster shall be apportioned amongst the offices / branches in the Clusters on the basis of the aggregate value of IT Assets in the respective offices / branches. Accordingly, Vendors will submit their invoices, apportioned on a pro-rata basis to the number of branches/ offices in the Cluster, to the respective AOs / RBOs / SBILDs / CPCs .**
- 5.6 The vendor shall ensure adequate monthly salary to the engineers on their payroll and 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. 1/8(1)2023-LS-II DT.26.09.2023.** The minimum wages are as per rates mentioned against the category of Construction and Maintenance work, wherein **Senior Engineers are to be treated as Highly-Skilled Labour and Junior Engineers be treated as Skilled / Clerical labour** and 26 days 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. **Additionally, the vendors should ensure to protect the existing pay and allowances of engineers, who were engaged in provision of IT support services to branches and offices of the Bank in the State of West Bengal, in case they are reemployed from their earlier employers, even if the total of such pay and allowances be higher than the aforesaid minimum wages.**

5.7 The Replacement value of all IT assets is tabulated below:

| Sl No | Type of IT Asset        | Replacement Value<br>(in Rs.) |
|-------|-------------------------|-------------------------------|
| 1*    | SERVER                  | 2,50,000                      |
| 2*    | LINE PRINTER            | 1,50,000                      |
| 3*    | ALL IN ONE PC           | 72,500                        |
| 4     | DESKTOP PC              | 59,000                        |
| 5*    | LAPTOP                  | 65,000                        |
| 6     | LASER PRINTER           | 16,500                        |
| 7     | LASER PRINTER (MFP)     | 22,500                        |
| 8     | LASER PRINTER (Network) | 18,000                        |
| 9*    | LASER PRINTER (Colour)  | 75,000                        |
| 10    | INKJET PRINTER          | 8,500                         |
| 11    | INKJET PRINTER (MFP)    | 18,500                        |
| 12    | INK TANK PRINTER (MFP)  | 23,000                        |
| 13    | DRAFT/IOI PRINTER       | 14,500                        |
| 14    | PASSBOOK PRINTER        | 24,000                        |
| 15    | SCANNER (FLATBED)       | 7,500                         |
| 16    | SCANNER (MULTI PAGE)    | 32,500                        |
| 17*   | SCANNER (HIGH SPEED)    | 48,000                        |

NB. \*Generally, not available everywhere except at few branches / offices.

## **6. OTHER TERMS AND PENALTIES**

- 6.1 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 this software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the computer hardware and peripherals at his own cost including the cost of transport.
- 6.2 During the term of the Contract, Vendor will maintain the computer hardware and peripherals in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
- 6.2.1 Preventive maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware, peripherals and software used in the Bank.

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- 6.2.2 The vendor shall resolve any complaint and failures in the computer hardware and peripherals and shall repair and replace worn out or defective parts of the computer hardware and peripherals 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 computer hardware and peripherals with stand-by computer hardware and peripherals immediately and restore operations.
- 6.2.3 The undernoted penalties are prescribed for various non- performance/deviation (beyond 2 hours).

| 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             |

- 6.2.4 For any other deviations of terms & conditions not included above:  
Rs. 1,000/- per instance  
Rs. 2,000/- if the same instance is repeated
- 6.2.5 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.**
- 6.2.6 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 computer hardware and peripherals, 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.

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- 6.3 Any worn or defective parts withdrawn from the computer hardware and peripherals 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.
- 6.4 Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the computer hardware and peripherals, when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
- 6.5 Future additions of Hardware / Software:
- 6.5.1 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 computer hardware and peripherals / 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.
- 6.5.2 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 that components / software not acquired from them.

## **7. BANK GUARANTEE**

- 7.1 The Service Provider has to furnish a performance guarantee for an amount of Rs. ....from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by the Bank.
- 7.2 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.
- 7.3 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.

## **8. REPRESENTATIONS AND WARRANTIES**

- 8.1 Each of the Parties represents and warrants in relation to itself to the other that:
- 8.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

- 8.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 8.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- 8.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 8.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

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

- 8.2.1 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective computer hardware and peripherals, machinery, material and methods.
- 8.2.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 8.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 8.2.4 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 8.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested. The Service provider shall be liable for all acts of omission and commission of its personnel and shall be liable to compensate Bank for any such acts in a manner as deemed fit by the Bank.

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- 8.2.6 The 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.
- 8.2.7 The 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 and implementation activity.
- 8.2.8 The 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 the Service Provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 8.2.9 The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours
- 8.2.10 The Service Provider will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

## **9. SECURITY**

Service provider 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.

## **10. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

- 10.1 Services shall be made by Service Provider within the timelines prescribed in this document.
- 10.2 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, its 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.
- 10.3 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.

## **11. SERVICE PROVIDER'S OBLIGATIONS:**

- 11.1 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.
- 11.2 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.
- 11.3 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
- 11.4 Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- 11.5 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-fulfilment of statutory obligation by the selected bidder.
- 11.6 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'.

## **12. CONFIDENTIALITY**

- 12.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.
- 12.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
  - 12.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

- 12.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- 12.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 12.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.
- 12.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 12.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- 12.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 12.3 The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.



- 12.4 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 12.5 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 12.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.
- 12.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

### **13. RELATIONSHIP BETWEEN THE PARTIES**

- 13.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 13.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 13.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 13.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 13.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

### **14. SUB-CONTRACTING**

No sub-contracting of any part of the Services by the Service Provider shall be allowed. AMC services must be provided through vendor's own engineers and not through any franchisees. Any attempt by the vendor to assign or transfer any of the rights, duties or obligations herein shall render such attempted assignment or transfer null and void. Such attempts by the vendor will make him liable for disqualification in further AMC arrangements.

## **15. FORCE MAJEURE**

- 15.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 15.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 15.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 15.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **16. COMPLIANCE WITH LAWS.**

- 16.1 Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- 16.2 Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.
- 16.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.
- 16.4 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

## **17. RIGHT TO AUDIT**

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

- 17.2 The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.
- 17.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.
- 17.4 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.
- 17.5 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- 17.6 The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.
- 17.7 The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.
- 17.8 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- 17.9 The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.

## **18. 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.

## **19. VALIDITY OF AGREEMENT**

The Agreement / SLA will be valid for a period of 12 months but can be renewed for additional periods of 12 months each, if so agreed by both Bank and the Vendor. However, such renewals will be done for a maximum of two times and at the same rates and terms & conditions as described in this RFP and SLA. The Bank reserves the right to terminate the Agreement as per the terms & conditions of this RFP and SLA.

## **20. FEES, TAXES & DUTIES**

- 20.1 Service Provider shall be paid fees and charges in the manner detailed above subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
- 20.2 Rates as detailed above (in para 8.6) are exclusive of GST and other taxes as levied by Central/ State Government from time to time. Any other charges which may be levied shall be borne by the Service Provider and the Bank shall not be liable for the same.

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

## **21. TAX DEDUCTION AT SOURCE:**

21.1 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect 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.

21.2 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.

## **22. GENERAL INDEMNITY**

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

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

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

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

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

22.4.2 The Bank shall not make any admission of claims causing prejudice to the defence of the Service Provider against such claims without the Service Provider's prior written consent.

## **23. TERMINATION**

- 23.1 The Bank may, without prejudice to any other remedy for breach of contract, written notice of not less than thirty days sent to the Service Provider, terminate the Agreement in whole or in part:
- (a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank.
  - (b) if the Service Provider fails to perform any other obligation(s) under the Agreement.
  - (c) for any reasons which the Bank, at its sole discretion consider a fit and proper ground for termination of the Agreement.
  - (d) on the happening of any termination event mentioned herein above in this Agreement.
  - (e) for convenience; or
  - (f) in the interest of the Bank.
- 23.2 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- 23.2.1 If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
  - 23.2.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
  - 23.2.3 If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
  - 23.2.4 If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.
  - 23.2.5 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.
  - 23.2.6 If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India.
  - 23.2.7 If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the Bank.
- 23.3 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 23.4 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

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

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

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

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

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

24.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank:

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

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

## **25. ARBITRATION**

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

25.2 The place of arbitration shall be at Kolkata and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

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25.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

25.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **26. GOVERNING LAW & JURISDICTION**

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

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

## **27. AGREEMENT**

This Agreement together with the RFP documents & terms and conditions thereof constitutes the agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreement(s), undertaking(s), understanding(s) and negotiation(s), both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

## **28. SEVERABILITY**

28.1 If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## **29. NOTICES**

29.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).

29.2A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

29.3 Address for communication to the Parties are as under:

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

(b)  
To Service Provider  
.....  
.....  
.....

### 30. MISCELLANEOUS

- 30.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 30.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 30.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 30.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 30.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- 30.6 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 30.7 The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 30.8 All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
- 30.9 The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

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Annexure-1 (Page-24)

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

State Bank of India

Service Provider

By:  
Name:  
Designation: Assistant General Manager  
Date:

By:  
Name:  
Designation:  
Date:

WITNESSES:

1.

1.

2.

2.

**CONSTITUTION OF CLUSTERS IN KOLKATA CIRCLE****NETWORK-I**

| <b>RBO/REGION</b>                                                       | <b>No of Brs</b> | <b>Sr engg</b> | <b>Jr engg</b> | <b>Total No of Engg</b> | <b>Details</b>                                                                                                                               |
|-------------------------------------------------------------------------|------------------|----------------|----------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| RBO-1 BERHAMPORE                                                        | 39               | 1              | 3              | 4                       | All Branches / CPCs under RBO-1 Berhampore                                                                                                   |
| RBO-2 BERHAMPORE                                                        | 41               | 1              | 2              | 3                       | All Branches / CPCs under RBO-2 Berhampore and<br>• RACPC Berhampore                                                                         |
| REG-3 BIDHANNAGAR                                                       | 48               | 1              | 2              | 3                       | All Branches / CPCs under REG-3 Bidhannagar and<br>• DAC Barrackpore<br>• RACPC Barrackpore                                                  |
| REG-4 BIDHANNAGAR                                                       | 51               | 1              | 2              | 3                       | All Branches / CPCs under REG-4 Bidhannagar and<br>• Bikash Bhaban GOC Branch                                                                |
| RBO-5 KRISHNAGAR                                                        | 49               | 1              | 3              | 4                       | All Branches / CPCs under RBO-5 Krishnagar                                                                                                   |
| RBO-6 KALYANI                                                           | 50               | 1              | 2              | 3                       | All Branches / CPCs under RBO-6 Kalyani and<br>• RACPC Kalyani                                                                               |
| <b>AO BIDHANNAGAR</b> and<br>• RACPC Bidhannagar<br>• SMECC Bidhannagar | 3                | 1              | 1              | 2                       | AO Bidhannagar and<br>• RACPC Bidhannagar<br>• SMECC Bidhannagar                                                                             |
| REG 2 KOLKATA                                                           | 34               | 1              | 1              | 2                       | All Branches / CPCs under RBO-2 Kolkata                                                                                                      |
| REG 3 KOLKATA                                                           | 35               | 1              | 2              | 3                       | All Branches / CPCs under RBO-3 Kolkata and<br>• SME Exim,<br>• RACPC Kolkata,<br>• SMECC Kolkata,<br>• Specialised Institutional Banking Br |
| REG 4 KOLKATA                                                           | 42               | 1              | 2              | 3                       | All Branches / CPCs under RBO-4 Kolkata<br>• RACPC – Rajarhat                                                                                |
| <b>AO KOLKATA</b> and<br>REG 1 KOLKATA                                  | 33               | 1              | 2              | 3                       | AO KOLKATA and<br>All Branches / CPCs under RBO-1 Kolkata                                                                                    |

Cont. P2

**CONSTITUTION OF CLUSTERS IN KOLKATA CIRCLE****NETWORK-II**

| <b>RBO/REGION</b>                                                                                 | <b>No of Brs</b> | <b>Sr engg</b> | <b>Jr engg</b> | <b>Total No of Engg</b> | <b>Details</b>                                                                                  |
|---------------------------------------------------------------------------------------------------|------------------|----------------|----------------|-------------------------|-------------------------------------------------------------------------------------------------|
| REG-1 HOWRAH                                                                                      | 51               | 1              | 2              | 3                       | All Branches / CPCs under REG-1 Howrah                                                          |
| RBO-2 SERAMPORE                                                                                   | 48               | 1              | 2              | 3                       | All Branches / CPCs under RBO-2 Serampore and<br>• RACPC Uttarpara                              |
| RBO-3 KHARAGPUR                                                                                   | 45               | 1              | 2              | 3                       | All Branches / CPCs under RBO-3 Kharagpur                                                       |
| RBO-4 TAMLUK                                                                                      | 53               | 1              | 3              | 4                       | All Branches / CPCs under RBO-4 Tamluk and<br>• RASMECC Haldia                                  |
| RBO-5 CHINSURAH                                                                                   | 47               | 1              | 2              | 3                       | All Branches / CPCs under RBO-5 Chinsurah. And<br>• RACPC Chinsurah                             |
| RBO-6 MIDNAPORE                                                                                   | 47               | 1              | 2              | 3                       | All Branches / CPCs under RBO-6 Midnapore.                                                      |
| <b>AO HOWRAH</b> and<br>• SME Branch Howrah<br>• RACPC Howrah<br>• SMECCC - SAR How               | 4                | 1              | 1              | 2                       | AO Howrah and<br>• SME Branch Howrah<br>• RACPC Howrah<br>• SMECCC - SAR Howrah                 |
| RBO-2 BARUIPUR                                                                                    | 41               | 1              | 2              | 3                       | All Branches / CPCs under RBO-2 Baruipur.                                                       |
| REG-3 SOUTH 24 PGS                                                                                | 40               | 1              | 2              | 3                       | All Branches / CPCs under REG-3 South 24 Pgps                                                   |
| REG-4 SOUTH 24 PGS                                                                                | 42               | 1              | 2              | 3                       | All Branches / CPCs under REG-4 South 24 Pgps and<br>• SME Ballygunge<br>• SMECC Ballygunge     |
| RBO-5 AMTALA                                                                                      | 40               | 1              | 2              | 3                       | All Branches / CPCs under RBO-5 Amtala<br>• RACPC- Behala<br>• Mega DAC, Kolkata.<br>•          |
| <b>AO SOUTH 24 PGNS</b> and<br>• Overseas Branch<br>• Camac Street Branch<br>• Agri Commercial Br | 4                | 1              | 1              | 2                       | AO South 24 Pgps and<br>• Overseas Branch<br>• Camac Street Branch<br>• Agri Commercial Branch, |

Cont. P3

**CONSTITUTION OF CLUSTERS IN KOLKATA CIRCLE****NETWORK-III and Other LHO Offices**

| <b>RBO/REGION</b>                                              | <b>No of Brs</b> | <b>Sr engg</b> | <b>Jr engg</b> | <b>Total No of Engg</b> | <b>Details</b>                                                    |
|----------------------------------------------------------------|------------------|----------------|----------------|-------------------------|-------------------------------------------------------------------|
| RBO-1 BURDWAN                                                  | 51               | 1              | 2              | 3                       | All Branches / CPCs under RBO-1 Burdwan and<br>• RASMECCC-Burdwan |
| RBO-2 ASANSOL                                                  | 44               | 1              | 2              | 3                       | All Branches / CPCs under RBO-2 Asansol and<br>• RASMECC Asansol  |
| RBO-3 BANKURA                                                  | 46               | 1              | 2              | 3                       | All Branches / CPCs under RBO-3 Bankura                           |
| REG-4 DURGAPUR                                                 | 47               | 1              | 2              | 3                       | All Branches / CPCs under REG-4 Durgapur and<br>• RACPC Durgapur  |
| RBO-5 BOLPUR                                                   | 46               | 1              | 2              | 3                       | All Branches / CPCs under RBO-5 Bolpur                            |
| RBO-6 PURULIA                                                  | 46               | 1              | 2              | 3                       | All Branches / CPCs under RBO-6 Purulia                           |
| <b>AO DURGAPUR and SBILD DURGAPUR</b>                          | 2                | 2              | 0              | 2                       | AO DURGAPUR and SBILD DURGAPUR                                    |
| RBO-1 MALDA                                                    | 43               | 1              | 2              | 3                       | All Branches / CPCs under RBO-1 Malda.                            |
| REG-2 SILIGURI                                                 | 37               | 1              | 2              | 3                       | All Branches / CPCs under REG-2 Siliguri                          |
| REG-3 SILIGURI                                                 | 46               | 1              | 3              | 4                       | All Branches / CPCs under REG-3 Siliguri                          |
| RBO-5 RAIGANJ                                                  | 47               | 1              | 3              | 4                       | All Branches / CPCs under RBO-5 Raiganj                           |
| RBO-6 COOCH BEHAR                                              | 46               | 1              | 2              | 3                       | All Branches / CPCs under RBO-6 Cooch Behar                       |
| <b>AO SILIGURI and</b><br>• RACPC Siliguri<br>• SMECC Siliguri | 3                | 1              | 1              | 2                       | AO Siliguri and<br>• RACPC Siliguri<br>• SMECC Siliguri           |
| <b>LCPC+CPPC</b>                                               | 2                | 1              | 1              | 2                       | LCPC+CPPC                                                         |
| SBILD SALT LAKE                                                | 1                | 1              | 0              | 1                       | SBILD SALT LAKE                                                   |
| SBILD SILIGURI                                                 | 1                | 1              | 0              | 1                       | SBILD SILIGURI                                                    |

**ALLOTMENT OF DCBs /CPCs TO CLUSTERS**

| <b>BR CD</b> | <b>BRANCH / OFFICE / CPC NAME</b>        | <b>ALLOTTED TO CLUSTER</b> |
|--------------|------------------------------------------|----------------------------|
| 04288        | SME EXIM BRANCH KOLKATA                  | REG 3 KOLKATA              |
| 04490        | RACPC KOLKATA                            | REG 3 KOLKATA              |
| 05011        | SMECCC KOLKATA                           | REG 3 KOLKATA              |
| 14524        | SPECIALISED INSTITUTIONAL BANKNG KOLKATA | REG 3 KOLKATA              |
| 14821        | SPL CURRENCY ADMINISTRATIVE BR           | REG 3 KOLKATA              |
| 15197        | SME - N.S. ROAD BRANCH                   | REG 3 KOLKATA              |
| 16822        | RACPC - RAJARHAT                         | REG 4 KOLKATA              |
| 07816        | BIKASH BHABAN G.O.C.                     | REG 4 BIDHANNAGAR          |
| 12222        | DOCUMENT ARCHIVAL CENTRE BARRACKPORE     | REG 3 BIDHANNAGAR          |
| 15342        | RACPC BIDHANNAGAR                        | AO BIDHANNAGAR             |
| 15745        | SMECCC BIDHANNAGAR                       | AO BIDHANNAGAR             |
| 64076        | RACPC BARRACKPORE                        | REG 3 BIDHANNAGAR          |
| 64209        | RACPC BERHAMPORE                         | RBO 2 BERHAMPORE           |
| 64220        | RACPC KALYANI                            | RBO 6 KALYANI              |
| 04150        | SME BRANCH HOWRAH                        | AO HOWRAH                  |
| 10263        | RACPC HOWRAH                             | AO HOWRAH                  |
| 10682        | RASMECC SARC HALDIA                      | RBO 4 TAMLUK               |
| 15749        | SMECCC - SAR HOWRAH                      | AO HOWRAH                  |
| 64100        | RACPC UTTARPARA                          | RBO 2 SERAMPORE            |
| 64153        | RACPC CHINSURAH                          | RBO 5 CHINSURAH            |
| 04140        | SME BRANCH BALLYGUNGE                    | REG 3 SOUTH 24 PGS         |
| 04805        | OVERSEAS BRANCH KOLKATA                  | AO SOUTH 24 PGS            |
| 15743        | SMECC BALLYGUNGE                         | REG 3 SOUTH 24 PGS         |
| 16286        | RACPC SOUTH KOLKATA                      | REG 3 SOUTH 24 PGS         |
| 17899        | RACPC- BEHALA                            | REG 4 SOUTH 24 PGS         |
| 18722        | MEGA DOCUMENT ARCHIVAL CENTRE            | REG 4 SOUTH 24 PGS         |
| 50271        | KOLKATA CAMAC STREET                     | AO SOUTH 24 PGS            |
| 63849        | AGRI COMMERCIAL BRANCH KOLKATA           | AO SOUTH 24 PGS            |
| 10264        | RASMECCC-CUM-SARC BURDWAN                | RBO 1 BURDWAN              |
| 10266        | RACPC DURGAPUR                           | REG 4 DURGAPUR             |
| 10267        | RASMECC ASANSOL                          | RBO 2 ASANSOL              |
| 10268        | RACPC SILIGURI                           | AO SILIGURI                |
| 15747        | SMECC SILIGURI                           | AO SILIGURI                |

**CONSTITUTION OF GROUP FROM CLUSTERS IN KOLKATA CIRCLE**

Please note that the following ‘Groups’ will be constituted of 2 or more ‘Clusters’, each consisting of all the Branches, Offices, Learning Centres, RACPCs/RASMECCCs/RCPCs/SARCs/ CACs/DAC and other Offices which falls within the area of operation of a Region:

| <b>GROUP</b>    | <b>CLUSTERS (REGIONS / RBOs)</b> |                       |                       | <b>Cluster Count</b> |
|-----------------|----------------------------------|-----------------------|-----------------------|----------------------|
| <b>Group 1</b>  | AO KOLKATA AND REGION 1 KOLKATA  | REGION 3 KOLKATA      |                       | 2                    |
| <b>Group 2</b>  | REGION 2 KOLKATA                 | REGION 4 KOLKATA      | SBILD SALT LAKE       | 3                    |
| <b>Group 3</b>  | AO BIDHANNAGAR                   | REGION 3 BIDHANNAGAR  | REGION 4 BIDHANNAGAR  | 3                    |
| <b>Group 4</b>  | RBO 5 KRISHNAGAR                 | RBO 6 KALYANI         |                       | 2                    |
| <b>Group 5</b>  | RBO 1 BERHAMPORE                 | RBO 2 BERHAMPORE      |                       | 2                    |
| <b>Group 6</b>  | AO SOUTH 24 PGS,                 | REGION 3 SOUTH 24 PGS | LCPC + CPPC           | 3                    |
| <b>Group 7</b>  | RBO 2 BARUIPUR                   | REGION 4 SOUTH 24 PGS | REGION 5 SOUTH 24 PGS | 3                    |
| <b>Group 8</b>  | AO HOWRAH                        | REGION 1 HOWRAH       |                       | 2                    |
| <b>Group 9</b>  | RBO 2 SERAMPORE                  | RBO 5 CHINSURAH       |                       | 2                    |
| <b>Group 10</b> | RBO 3 KHARAGPUR                  | RBO 4 TAMLUK          | RBO 6 MIDNAPORE       | 3                    |
| <b>Group 11</b> | AO DURGAPUR AND SBILD DURGAPUR   | RBO 2 ASANSOL         | REGION 4 DURGAPUR     | 3                    |
| <b>Group 12</b> | RBO 1 BURDWAN                    | RBO 5 BOLPUR          |                       | 2                    |
| <b>Group 13</b> | RBO 3 BANKURA                    | RBO 6 PURULIA         |                       | 2                    |
| <b>Group 14</b> | AO SILIGURI                      | REGION 2 SILIGURI     | SBILD SILIGURI        | 3                    |
| <b>Group 15</b> | RBO 1 MALDA                      | RBO 5 RAIGANJ         |                       | 2                    |
| <b>Group 16</b> | REGION 3 SILIGURI                | RBO 6 COOCH BEHAR     |                       | 2                    |
| <b>TOTAL</b>    |                                  |                       |                       | 39                   |

**LIST OF ENGINEERS**

Vendor :-.....

Details of Team leader and Service Engineers with qualification & Experience with supported document

| S. No | Name | Contact Number |           | Employee PF No | ESIC Enroll. No | Qualification (Technical) | Experience (Years) |
|-------|------|----------------|-----------|----------------|-----------------|---------------------------|--------------------|
|       |      | Permanent      | Alternate |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |
|       |      |                |           |                |                 |                           |                    |

Yours faithfully,

(Authorized Signatory)

Seal:-

NB: Use Separate sheets for more information, if necessary.

**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**

(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 (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

(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 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   |  |  |

**RFP NO: ITS/AMC/24-25/1**

**END OF RFP DOCUMENT INCLUDING**  
**ALL APPENDICES AND ANNEXURE**