

STATE BANK OF INDIA

**Information Technology Services Department
Local Head Office, Jaipur**

TENDER DOCUMENT

TENDER NUMBER: ITS-JAI/AMC/2017-18/1 DATED: 27/07/2017

**LAST DATE OF SUBMISSION OF BIDS
18/08/2017**

**EMPANELMENT OF VENDORS
AND
ANNUAL MAINTENANCE CONTRACT (AMC)
OF**

**COMPUTER HARDWARE / SOFTWARE/ NETWORKING INSTALLED AT ALL BRANCHES / OFFICES
OF SBI UNDER JAIPUR CIRCLE**

Overview

State Bank of India (hereinafter referred to as SBI / the Bank) is having its Corporate Centre at Mumbai and one of its LHO at Tilak Marg, C-Scheme, Jaipur-302005, having various AOs, RBOs, Cells, Branches, offices etc under its area of jurisdiction. State Bank of India is India's largest Bank with a network of over 18000 branches spread across India. Bank also has presence in 32 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. The Bank also has one of the largest networks of ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

PART 1: INVITATION TO BID

2. Purpose

The State Bank of India is requesting proposal through open tender for

- **Empanelment of vendors as “Annual Maintenance of hardware and software service provider”**
- **to undertake AMC of hardware and software and networking/LAN support at various branches / offices situated in the geographical area of various cities across Rajasthan, under ‘Jaipur Circle’ of State Bank of India**

The purpose of the SBI behind this RFP is to seek a detailed technical and commercial proposal for “Empanelment of vendors for AMC services” and “Annual Maintenance of hardware assets including software & network maintenance”. The bidders desirous of taking up the project for supply of above solution for SBI are invited to submit their Technical Bids in physical form and Commercial Bids on-line on the website of our e-Tendering vendor through Reverse Auction. L1 vendor for each cluster will be determined through Reverse Auction. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the AMC services adhering to Bank's requirement outlined in this RFP.

This RFP is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with a selected Bidder.

This is an open Tender. Any vendor fulfilling the eligibility criteria can participate for empanelment and subsequent award of AMC of Clusters. **Vendors offering Franchisee/sister/partner concern arrangement cannot participate.**

The Bidding Document may be downloaded from Bank's Website <https://bank.sbi> or www.sbi.co.in and the bid should be submitted to the office of :

Asstt. General Manager (ITS)
State bank of India, IT Services Department
LHO, 1st Floor
Tilak Marg ,C-Scheme
Jaipur-302005

- ❖ Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ❖ All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- ❖ Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.
- ❖ The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

- ❖ 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.
- ❖ The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.sbi.co.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- ❖ 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.
- ❖ 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, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

SCHEDULE OF EVENTS

S.No	Bid Document Availability	Bidding document can be downloaded from website from 27.07.2017 to 2.30PM on 18.08.2017
1	Last date for requesting clarification (optional)	Upto 11.30 AM on 10.08.2017 All communications regarding points / queries requiring clarifications shall be given in writing to , ITS Deptt., SBI, LHO, Tilak Marg, C-Scheme, Jaipur-302005 or by e-mail at cmits.lhojai@sbi.co.in ; agmits.lhojai@sbi.co.in
2	Pre - bid Meeting	From 3.00 PM to 3.30 PM on 10.08.2017
3	Clarifications to queries raised at pre-bid meeting to be provided	will be made available on Bank's website https://bank.sbi or www.sbi.co.in
4	Last Date and Time for Receipt of EMD of Rs.1,00,000/-	2.30 PM on 18.08.2017
5	Last date of submission of technical bids	2.30 PM on 18.08.2017
6	Opening of Technical Bids	3.30 PM on 18.08.2017 Authorised representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors representatives.
7.	Opening of Commercial Bids (Through reverse auction online)	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
8.	Address for Communication, Bid opening ,Pre-Bid etc. and submission of EMD etc.	Asstt. General Manager (ITS) State bank of India, IT Services Department LHO, 1 st Floor Tilak Marg ,C-Scheme Jaipur-302005
9.	Telephone	0141-2227378/ 9414022482, 0141-2385760 Fax: 0141-2227150
10.	All correspondence relating to this RFP should be sent to following email ids	cmits.lhojai@sbi.co.in ; agmits.lhojai@sbi.co.in
11.	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. e-mail

PART – 2 DISCLAIMER

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

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

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

PART-3 : INSTRUCTIONS FOR Bidders (IFB)**TABLE OF CLAUSES**

Clause No.	Topic	Clause No.	Topic
	A. Introduction		
3.1	Broad Scope of Work		D. Submission of Bids
3.2	Eligibility Criteria	3.16	Sealing and Marking of Bids
3.3	Cost of Bidding.	3.17	Deadline for Submission of Bids
	B. Bidding Documents	3.18	Late Bids
3.4	Documents constituting the Bid	3.19	Modification & Withdrawal of Bids
3.5	Clarification of Bidding Documents		E. Bid Opening and Evaluation
	C. Preparation of Bids	3.20	Opening of Technical Bids by the Bank
3.6	Language of Bid	3.21	Preliminary Evaluation
3.7	Documents comprising the Bid	3.22	Technical Evaluation of Bids
3.8	Bid Form	3.23	Evaluation of Commercial Bids & Finalisation
3.9	Bid Prices	3.24	Contacting the Bank
3.10	Delivery Schedule of Maintenance Services	3.25	Award Criteria
3.11	Documentary evidence establishing Bidder's Eligibility and Qualifications	3.26	Bank's Right to Accept Any Bid and to Reject Any or All Bids
3.12	Documentary evidence establishing eligibility of Services & conformity to Bid documents	3.27	Notification of Award
3.13	Earnest Money Deposit	3.28	Performance Bank Guarantee
3.14	Period of Validity of Bids	3.29	Signing of Contract
3.15	Format & Signing of Bid	3.30	Miscellaneous

A. INTRODUCTION

3.1 Broad Scope of Work :

Repairs & Maintenance Services (AMC) of Computer Hardware, Software (including Upgradation of OS Version, patches, Anti Virus, Domain Setting and Biometrics etc.), Printers, existing LAN setup (Including Network components) beyond SBI Connect Setup and other peripherals etc. installed at all the Branches/Offices under Jaipur Circle including any other activity specified elsewhere in this document. The Circle is divided into 7 clusters (6 AOs and one Jaipur LHO) viz. **Jaipur I, Jaipur II, Bikaner, Jodhpur, Udaipur, Kota and Jaipur LHO**(Annexure-5.11) and each cluster includes all the branches/offices falling within the administrative/geographical area of the respective cluster. Jaipur LHO cluster would include the offices housed in LHO building in addition to residences of Circle Management Committee members and Bank's Guest Houses.

- 3.1.1 Hardware includes all Computer hardware including warranty machines and networking /LAN. The vendor will take the call for warranty items also and resolve the issues pertaining to new hardware. In case part replacement is required, back to back support from OEM/hardware vendor will be taken. Vendor will without fail extend all services available for AMC machines to Warranty machines also. The vendor will be paid a flat rate of 20% of approved L1 rate till the warranty period of the machine ends and machine becomes part of AMC Hardware. Any part replacement will be facilitated by AMC vendor from OEM/supplier. Troubleshooting and rectification on any node getting disconnecting from LAN, is to be done by AMC Vendor. All networking equipment & components at branches/offices (LAN- active /passive components) shall be part of AMC except Managed Switches/Routers/Modems of managed by M/s Dimension data at branches. However, Layer2 / layer 3 switches at LHO, Jaipur shall be part of AMC.
- 3.1.2 To provide all necessary service & support including replacement of parts wherever required for smooth operation of Branches.
- 3.1.3 Indicative quantity of computer Hardware and peripherals is placed at Annexure 5.1.2. This hardware is divided into 7 clusters as per para 3.1. Estimate/the value of contract can be arrived at with the help of Annexure 5.16 (Notional replacement value) and Annexure 5.1.2 (quantity of hardware). The list is indicative, however, on commencement of AMC, respective vendor has to submit the list of branch/office hardware to Administrative Office/Cluster Head/ RBO as per actuals in co-ordination with branch/Bank officials.

3.2 Eligibility Criteria (Annexure –5.12)

Bid is open to all Bidders who fulfil the eligibility criteria and score the minimum required as per **Annexure 5.13. Technically qualified vendors will form a panel to provide AMC services to branches/Offices under SBI, Jaipur Circle . The panel will remain valid for five years from the date of formation of the Panel subject to yearly review of performance by the Bank or till new panel is formed.**

- 3.2.1 The vendor must have at least one established support set-up with ability to resolve the call within 4-6 hours and team of minimum 10 Engineers per Cluster (Adm. Office) including at least one Engineer having knowledge of Networking, installation & trouble shooting of ORACLE, UNIX, LINUX, Windows XP Professional , Windows 7/8.1 and new computer technologies.
- 3.2.2 AMC support **through franchisee will not be accepted**
- 3.2.3 The vendor should be a profit making entity on its own. Corporate guarantee of holding company is required in case entity is not profit making.
- 3.2.4 All empanelled vendors will have to necessarily participate in all the tender events for AMC contract in the Circle. In the event of non participation in any tender event, the **Security Deposit** obtained for the purpose will stand forfeited and the vendor stand empanelled for rest of the duration of the validity of the panel.
- 3.2.5 **Fulfilment of criteria does not necessarily ensure short listing.** Bank may seek any other information required before finalization of Panel.

- 3.2.6 The empanelment as AMC vendor in Jaipur Circle entitles vendor to participate in AMC tenders floated by the Administrative offices (Modules), Jaipur LHO and its offices. The empanelment does not guarantee any award of contract.**

3.3 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

3.4 Documents constituting the Bid

- 3.4.1 The Bidding Documents include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Bid Forms, Price Schedules and other forms (BF)

- 3.4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid. While SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

3.5 Clarification / Amendment of Bidding Document

- 3.5.1 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. The bidder may be asked to give presentation for the purpose of clarification of the bid. Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of events on or before 11.30 AM on 10.08.2017 indicated therein in the following format :-

S. No	Page No. and Clause No. Of RFP	Query
1	Page no -- / Clause --	XXXXX

- 3.5.2 A **pre-bid meeting** is scheduled on 10.08.2017 from 3.00PM to 3.30PM.

- 3.5.3 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

The Bank will be at liberty to modify or alter the RFP Document at any time before the last date and time of submission of bids. Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be uploaded in Bank's website (<https://bank.sbi> or www.sbi.co.in) and no separate newspaper advertisement will be released. No individual clarification will be sent to the bidders. The amendment will be binding on all bidders. The bidders are also advised to visit the

aforementioned website on regular basis for checking necessary updates / amendments. It is the responsibility of the bidder to check the website before final submission of bids.

- 3.5.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.
- 3.5.5 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.
- 3.5.7 In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.
- 3.5.8 It will be the sole discretion of the Bank to accept/reject any/all suggestion put forward by the vendors.

C . PREPARATION OF BIDS

3.6 Language of Bid

- 3.6.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

3.7 Documents Comprising the Bid

- 3.7.1 Documents comprising the **Technical Bid Proposal**, should contain following:
 - (a) Bid Form as per Annexure-5.2.1
 - (b) BOM & Compliances - Annexure-5.1.2
 - (c) SLA T&C – Annexure-5.3
 - (d) EMD Bank Guarantee – Annexure-5.4.1
 - (e) Security Deposit of Rs.50,000/- as specified in this document.
 - (f) Details of Service Engineers – Annexure-5.5
 - (g) Service Support Details in Rajasthan
 - (h) Each page of the tender document submitted should be signed by the authorized representative of the Bidder and should be stamped with the official stamp of the Bidder.
 - (i) Undertaking (Annexure 5.9)
 - (j) All other supporting documents mentioned in the Checklist (Annexure 5.8)
 - (k) Escalation Matrix
 - (l) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure 5.12**.
 - (m) Bidders information as per **Annexure 5.14** on bidder's letter head
 - (n) Audited balance sheets and profit and loss account statement for last 3 years.
 - (o) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
 - (p) Response to all points of the Technical evaluation format as per **Annexure 5.13**

completed in accordance with the clauses in the BID and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached).

- 3.7.2 While submitting the Technical Bid, literature on the hardware if any, should be segregated and kept together in one section / lot. The other papers like EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature.
- 3.7.3 **Any Technical Bid Proposal not containing the above will be rejected.**
- 3.7.4 **The Technical Bid Proposal should NOT contain any price information. Such proposal, if received, will be rejected.**

3.7.5 Indicative Commercial Bid Proposal

(a) Each Bidder is required to submit an Indicative Price Proposal Envelope, as per Annexure-5.2.2 separately for each cluster on the letter head of the bidding company.

(b) For the purpose of submitting indicative price proposal and commercial bids the bidder is required to mention a specific percentage of replacement value calculated by the Bank based on the indicative hardware items/ equipment as per Annexure "5.1.2" and indicative configuration of such hardware/ equipment as per Annexure 5.1.1. A,B,C,D.

3.8 Bid Form

3.8.1 The Bidder shall complete both technical and indicative commercial bids furnished in the Bidding Document and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Commercial Bid) is received.

3.9 Bid Prices

3.9.1 Prices are to be quoted in **Indian Rupees** only.

3.9.2 Prices quoted should be inclusive of all taxes, as also cost of incidental services such as transportation, insurance etc. but exclusive of applicable service tax/GST which is payable extra.

3.9.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.9.4 Bank reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc

3.10 Delivery Schedule of Maintenance

3.10.1 The selected vendor shall immediately provide the maintenance services to the specified equipments from the date of award of the work order/ contract or date informed by the Bank.

3.11 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

3.11.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation and maintenance of the systems during the AMC period and provide necessary maintenance services.

3.12 Documentary Evidence Establishing Eligibility of Services and Conformity to Bidding Documents

3.12.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall be established to the Bank's satisfaction:

That adequate, specialized expertise is available to ensure that the support services are responsive and the Bidder will assume total responsibility for the smooth function of the Branches and Offices under Jaipur Circle.

3.12.2 Any deviations from services /terms and conditions etc should be clearly brought out in the bid.

3.12.3 The Bidder should quote for the entire package on a single responsibility basis for the AMC of Computer hardware for each cluster.

3.13(b) Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its Bid: an EMD of Rs.10.00 lac (Rupees Ten lac only) for

participation & empanelment in SBI Jaipur Circle. The EMD need to be deposited with the Bank before 2.30 PM on 18.08.2017.

- 3.13(a).1 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD forfeiture.
- 3.13(a).2 The EMD shall be denominated in Indian Rupees and shall be paid either by Demand Draft or Pay Order issued by any Scheduled Commercial Bank in favour of "State Bank of India, LHO, Jaipur" payable at Jaipur OR in the form of a Bank Guarantee as per "**Annexure 5.4.1**" issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State Bank of India payable at Jaipur and valid for a period of 180 days.
- 3.13(a).3 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
- 3.13(a).4 The EMD of the unsuccessful Bidders in Technical Bid shall be returned within 2 weeks from the date of Tender finalisation. EMD of the successful vendors will be returned after they execute the required agreement and deposit PBG with the respective cluster, in respect of all the clusters allotted to them.
In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- 3.13(a).5 The EMD may be forfeited:
- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b) If a bidder, after their technical Bid is found in order, Fails to login in to participate in the Commercial Bid on the specified date and time (after being duly informed) to be conducted online by the Bank's authorized vendor or
 - c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - d) in the case of a successful Bidder, if the Bidder fails
 - (i) to sign the Contract; or
 - (ii) to furnish Performance Bank Guarantee within 15 days from the date of letter of intent issued by bank.
 - e) The Bank reserves the right either to invoke the EMD (Bank Guarantee /collect payment on pay order) or to cancel the AMC or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them.
 - f) In case the EMD is forfeited or the EMD (Bank Guarantee/Pay order payment) is invoked for any of the reasons mentioned above, the bidder would be debarred from participating in the next 3 tenders of this office in areas under Jaipur Circle of State Bank of India as per sole discretion of the Bank.
 - g) No interest will be paid on EMD.

3.13(b) Security Deposit

The Bidder shall furnish, as part of its Bid:

A security deposit of Rs 50000/- (Rupees Fifty thousand only) which will be retained by the Bank for the entire duration of the validity of the panel (Five years from the date of formation of panel). No interest will however be payable by the Bank on this deposit (**This security deposit is in addition to EMD required to be submitted with technical bid**).

- 3.13(b).1 The Security Deposit is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security deposit's forfeiture.
- 3.13(b).2 The Security Deposit shall be denominated in Indian Rupees and shall be paid either by Demand Draft or Pay Order issued by any Scheduled Commercial Bank in favour of "State Bank of India, LHO, Jaipur" payable at Jaipur OR in the form of a Bank Guarantee as per "**Annexure 5.4.1**" issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State Bank of India payable at Jaipur and valid for a period of five years from the last date of submission of tender document.
- 3.13(b).3 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

3.13(b).4 The Security Deposit of the unsuccessful Bidders in Technical Bid shall be returned within 2 weeks from the date of bid finalisation. The Security Deposit of Technically qualified bidders will be retained with ITS, LHO, Jaipur for five years from the date of formation of the Panel.
In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

3.13(b).5 The Security Deposit may be forfeited:

- a) In case the Vendor fails to participate in tenders floated by SBI Jaipur Circle in the duration of empanelment.
- b) Any other misconduct by the bidder like misrepresentation of facts at the time of empanelment
- c) Misuse of fact that the bidder is empanelled with SBI.

3.13(b).6 The Security Deposit will be refunded within 30 days :

- a) If the Panel is dissolved before five years of formation
- b) on request by vendor for depanelment
- c) within 30 days of completion of 5 years validity period of Panel

3.13.7 A specimen format of the Agreement to be executed by the successful vendor with the Bank is as Annexure 5.18. All terms and conditions of the tender will be part of the agreement. Please note that no change will be accepted in the terms and conditions incorporated in this document. In case of failure of the vendor to execute the agreement on the attached format, within the stipulated time, the Bank will be within its rights to cancel the allotment to the vendor and proceed with forfeiting of the EMD and other penal provisions, and allot the same to L2 bidder after he matches the price of L1 bidder.

3.14 Period of Validity of Bids

3.14.1 Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.14.2 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. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.

3.14.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.15 Format and Signing of Bid

3.15.1 Each bid shall be in two parts:-

Part I- Technical Proposal. – (as per clause 3.7.1 above)

Part II- Indicative Commercial Proposal – (as per clause 3.7.5 above)

The two parts should be in two separate sealed NON-WINDOW envelopes, each super scribed with "RFP NO:---- Dated--- : EMPANELMENT OF VENDORS AND AMC OF COMPUTER HARDWARE / SOFTWARE/ NETWORKING INSTALLED AT ALL BRANCHES / OFFICES OF SBI UNDER JAIPUR CIRCLE" as well as "Technical Proposal" and "Indicative Commercial Proposal" for ----- (Name of cluster) as the case may be.

D. SUBMISSION OF BIDS

3.16 Bidding Process

All bidders will submit the bid with a presentation & supporting documents covering all the requirement of the tender in respect of their ELIGIBILITY to bid. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted.

- a. The Bidders' shall seal the NON-WINDOW envelopes containing "Technical Bid" and "Indicative Commercial Bid" separately (for each cluster) and the two NON-WINDOW envelopes shall be enclosed and sealed in an outer NONWINDOW envelope. Commercial bid will be accepted online on the eProcurement portal of the Bank's authorized service provider. The Bidder should be willing to participate in eProcurement and have a valid Digital Signature Certificate on the date of submission of Technical and Commercial Bids. Details of the Bank's authorized eProcurement service provider are detailed at Annexure-5.10.
- b. The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described in Clause 3.15.1 above.
- c. The outer envelope shall :
 - i.) be addressed to the Bank at the address given in Part-I ;
 - ii.) and bear the Project Name "superscribed as "RFP NO: ITS-JAI/AMC/2017-18/1 Dated 27.07.2017: **EMPANELMENT OF VENDOR AND AMC OF COMPUTER HARDWARE / SOFTWARE/ NETWORKING INSTALLED AT ALL BRANCHES / OFFICES OF SBI UNDER JAIPUR CIRCLE**".
- d. All envelopes should indicate the name and address of the Bidder on the cover.
- e. If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for indicative commercial bid opening and further RFP process.

Technically Qualified Bidders will form the Panel of AMC service Providers for State Bank of India Jaipur Circle valid for five years from the date of formation of the Panel subject to yearly review of performance and participation of Panel in Bank's AMC tenders. This Panel will be eligible to bid in any RFP for AMC of Hardware, Software & networking floated by any office of State bank of India Jaipur Circle.

3.17 Deadline for Submission of Bids

- 3.17.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 3.17.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.
- 3.17.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

3.18 Late Bids : Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

3.19 Modification and Withdrawal of Bids

- 3.19.1 The Bidder may modify or withdraw its Bid after the Bid's submission but prior to the deadline prescribed for submission of Bids.
- 3.19.2 No Bid may be modified after the deadline for submission of Bids.
- 3.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

E. Opening and Evaluation of Bids

3.20 Opening of Technical Bids by the Bank

- 3.20.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening.
- 3.20.2 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.21 Preliminary Examination

- 3.21.1 The Bank will examine the Bids to determine whether required EMD & Security Deposit has been furnished and whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 3.21.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- 3.21.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.21.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them.

3.22 Technical Evaluation

- 3.22.1 Only those Bidders and Bids who 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. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in *Annexure 5.12*) and technical information submitted as per technical bid format (*Annexure 5.2.1*), proposed service solution, system demonstration of proposed solution, reference calls and site visits. The bidder may highlight the noteworthy / superior features of their solution live (Call resolution mechanism in minimum time). The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank, the capability of the solution to support all the required functionalities at their cost in their lab / office / in any other organization where solution is in use.

The evaluation will also take into account:

- State of the art solution offered by the bidder to any noticeable Bank in India. The bidder should furnish the details when requested.

- Does the solution offered by the Bidder is a complete system as a project and has not integrated any third party solution
- Capability of the proposed solution to meet future requirements not outlined in the RFP
- Bidder support facilities like online support / email support/ online support, time period like 24 * 7, 365 days per year etc .
- Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain **minimum technical score** shall be qualified for commercial bid opening.
- **The bidder should use its tools/utilities/simulators to demonstrate the features laid in the RFP / evaluation criteria**
- 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.

3.22.2 The Bank reserves the right to evaluate the bids on technical & functional parameters.

3.22.3 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. 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 post bid clarification at the initiative of the bidder shall be entertained.

3.23 Evaluation of Commercial Bids and Finalisation

Each vendor must submit Technical Bid and Commercial Price Bid for all the clusters to be eligible for participation in Commercial Bid. Bank reserves the right to reject any or all incomplete bids.

3.23.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by the Bank's authorized procurement service provider, details of which are provided in Annexure-5.10. Bidder should quote for each cluster. The format for quoting commercial bid set out in **Annexure 5.2.3**.

3.23.2 **The L1 Bidder will be selected on the basis of lowest Bid for each cluster individually as quoted in the Reverse Auction.**

3.23.3 The successful bidder is required to confirm price quoted rate in Annexure-5.2.3 for the cluster(s) within 24 hours of conclusion of the Reverse Auction

3.23.4 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

3.24 Contacting the Bank

3.24.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

3.24.2 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.

3.25 Award Criteria (Annexure 5.12)

Splitting of work: The maximum number of cluster in Jaipur Circle namely **Jaipur I, Jaipur II, Bikaner, Jodhpur, Udaipur, Kota and Jaipur LHO** are given in 'Annexure 5.11' along with the action to be taken by Bank in case of

- different L1 vendors for different clusters
- Single L1 vendor for three or more clusters

Annexure 5.11 defines the manner/ ratio in which work (clusters) will be split amongst L1, L2 & L3 vendors.

- 3.25.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.
- 3.25.2 The Bank reserves the right at the time of award of contract to add similar items at similar rate or remove/delete the items without any change in any other terms and conditions.
- 3.25.3 The Bank also reserves the right to award the AMC of any one or more of the item (s).
- 3.25.4 Selected bidder shall also be awarded the AMC of the other equipments installed in Jaipur Circle at the same terms and conditions at the rate/price mutually negotiated by the Bank with vendor. However such award of the contract will be totally based on the mutual acceptance of the Bank and Vendor.

3.26 Bank's right To Accept Any Bid and to reject any or All Bids : The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the 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. Reasons for cancellation, as determined by the Bank in its sole discretion include but are not limited to, the following:

- (i) Services Contemplated are no longer required
- (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
- (iii) Proposed prices are unacceptable to the Work
- (iv) The Project is not in the best interest of SBI
- (v) Any other reason

3.27 Notification of Award

- 3.27.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.
- 3.27.2 The notification of award will constitute the formation of the Contract. SBI will notify successful bidder (L1/L2/L3) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within 7 working days of receipt of the communication duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract/SLA with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, PBG, agreement, actual inventory of the Clusters awarded and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

- 3.27.3 Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

As per clause 3.13(a).5 of this document, the Bank will be within its rights to cancel the allotment of the cluster to the vendor and proceed with forfeiting of the EMD and other penal provisions, and allot the same to L2/L3 bidder of the respective cluster (at L1 rates) for the interim period till such time the new price discovery for the cluster is made.

3.28 Performance Bank Guarantee (BG)

The selected bidders would be required to submit a performance Bank Guarantee as per proforma attached as Annexure 5.4.2 for each cluster (awarded), valid for a period of 15 months for an amount equivalent to 10% of order value within 15 days of purchase order issue date, and also execute an agreement, for the tenure of AMC, which shall be forfeited if the services are terminated abruptly by vendor or for any such deviation the Bank deems fits to forfeit the security. Further, unpaid AMC charges, if any, will also not be paid in these circumstances. In case of no punitive action against the vendor, the PBG will be refunded after a period of 15 months and such other extended period as the Bank may decide for due performance of the project obligations or on settlement of any claim against the vendor, whichever is later. The bank guarantee should be issued by any scheduled commercial bank, other than SBI.

In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted for Performance bank Guarantee

3.29 Signing of Contract:

- 3.29.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- 3.29.2 Failure of the successful Bidder to comply with the requirement of Clause 3.30 (if required) or Clause 3.29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

3.30 Miscellaneous

- 3.30.1 The selected Bidder should carry out all maintenance tasks in coordination with the ITS Department/AOs/RBOs depending on the Bank's requirement.
- 3.30.2 The selected Bidder should undertake, during the period of contract, if required by the Bank, to continue to provide maintenance services to the equipments, if relocated/ shifted to other Site/Location.
- 3.30.3 The selected Bidder should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.
- 3.30.4 The selected Bidder should undertake to do necessary configuration of the equipments to integrate with existing Active Directory / to migrate to IPV6 as and when required during the AMC.
- 3.30.5 The vendor(s) are not permitted to authorize their dealers etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. The Bank will refuse such requests and arrangements.
- 3.30.6 Since all our branches and offices are now computerized, for the purpose of rationalization and simplification, the vendors are required to quote certain percentage of indicative replacement value of indicative hardware/software items as per **Annexure 5.16**, for each cluster. For this purpose, the indicative configuration/specification and indicative quantities of broad categories of HW/SW items is placed at **Annexure 5.1.1**. Please note that these are only broad categories of configurations/items of HW/SW, which may vary either side. The AMC is on 'as is where is' basis during the currency of the contract..

- 3.30.7 As the quality of service support rendered by the vendor is directly linked to the AMC rate, the Bank retains the right of rejecting the abnormally low quotes compared to the industry norms.
- 3.30.8 The L-1 vendor will be determined on the basis of the lowest quote for each cluster. However the vendor allocation will be at the sole discretion of the bank. Bank also reserves the right to change the vendor after evaluation of quality of service; such evaluation would be made after the end of first three months of commencement of the contract at LHO, Jaipur.
- 3.30.9 Annual Maintenance Contract in respect of hardware under warranty period or under AMC will take effect immediately after the expiry of the warranty period/AMC.
- 3.30.10 The bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the Bank shall be final and binding on the bidder. Kindly ensure that ambiguous or unquantifiable costs/amounts are not included in your offer, which would disqualify your offer.
- 3.30.11 Bank reserves the right to appoint a consultant at any stage during bidding process.
- 3.30.12 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.
- 3.30.13 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.
- 3.30.14 The Vendor to submit an undertaking stating " Only genuine parts will be used in replacement of parts during AMC of hardware/software & Networking in allotted clusters".
- 3.30.15 If the vendors so desire, they may inspect the systems at locations in different Clusters mentioned in RFP. The site inspection will be permitted on request and by prior arrangement with the respective Cluster.
- 3.30.16 **Team of engineers per cluster : Minimum one Service Engineer will be provided per 200 machines (Servers/laptops/PCs/Printers) for the Project AMC SBI. Location of stationing of engineers will be decided in consultation with concerned Administrative Office/RBO/CM IT. Requirement of resident Engineers given in Annexure 5.17 is minimum and may increase as per actual requirement of the cluster.**
- 3.30.17 **The Tentative inventory given in Annexure –5.1.2 is tentative and does not include warranty items & laptops.**
- 3.30.18 The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like K.Y.E etc.
- 3.30.19 **All the spares of various Printers/Laptops, except cartridges, ribbons and battery in case of laptops, will form an integral part of Annual Maintenance Contract .**

Note: Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART - 4. TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1 Definitions: In this Contract, the following terms shall be interpreted as indicated, throughout this RFP, unless inconsistent with the subject matter or context:

- 4.1.1 "The Bank/Purchaser/SBI" Shall be determined in context and may mean without limitation State Bank of India".

- 4.1.2 "The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 4.1.3 Bidder/Service Provider– An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- 4.1.4 "Vendor" is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.
- 4.1.5 "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- 4.1.6 "The Equipment" means all the hardware / software and / or services which the Vendor is required to maintain under the Contract;
- 4.1.7 "The Services" means maintenance of hardware and other such obligations of the Vendor covered under the Contract;
- 4.1.8 "TCC" means the Terms and Conditions of Contract contained in this section;
- 4.1.9 "The Project" means maintenance of computer hardware, software & networking services for a period of 12 months.
- 4.1.10 "The Project Site" means various branches / offices of the State Bank of India under Jaipur Circle where the equipment is to be maintained.
- 4.1.11 Proposal/Bid – the Bidder's written reply or submission in response to this RFP.
- 4.1.12 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 4.1.13 Solution/Services/Work/System – "Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.
- 4.1.14 ITB – mean instructions to the Bidder.
- 4.1.15 Project Cost - Project cost would be the amount of AMC calculated on the actual inventory at the rate quoted by bidder on replacement cost given by the bank.
- 4.1.16 Module/Administrative Office –Jaipur- I, Jaipur- II, Bikaner, Jodhpur,Udaipur , Kota and JaipurLHO.
- 4.1.17 Clusters – Jaipur Circle is divided into 7 clusters viz. Jaipur- I, Jaipur- II, Bikaner, Jodhpur,Udaipur ,Kota and Jaipur LHO .Except Jaipur LHO , all other 6 clusters comprises of 4 or more RBOs and all offices/branches in the same geographical area of RBO are included in that RBO. Each Cluster will be having 200-280 branches/offices (Annexure-5.17).

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Use of Contract Documents and Information

- 4.2.1 The vendor shall not, without the Bank's prior written consent, disclose the Contract, 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 Supplier 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 for purposes of such performance.
- 4.2.2 The vendor 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.

4.3. Country of Origin / Eligibility of Goods & Services

- 4.3.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 4.3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.4. Use of Contract Documents and Information

- 4.4.1 The Vendor shall not, without the Bank's prior written consent, disclose the Contract, 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 Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.4.2 The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

4.5. Patent Rights/ Intellectual Property Rights:

- 4.5.1 For any licensed software used by the Vendor for performing services or developing software for the Bank, the Vendor should have right as well right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Vendor / Subcontractor should not put the Bank at risk. The bank should reserve the right to audit the license usage of the Vendor.

The Vendor shall, at their own expenses, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/infringement of patent/trademark/copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for SBI at no extra cost.

The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees.

The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The supplier shall grant the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software provided by the supplier, including all inventions, designs and marks embodied therein perpetually.

4.6 Warranty / Uptime / Penalty: As per Annexure-5.3.

4.7 Payment Terms

4.7.1 Payment shall be made in Indian Rupees.

4.7.2 Payment of AMC will be made quarterly in arrear within 30 days after the receipt of Invoice after the deduction of penalty charges, if any, imposed by the Bank.[As per the 4.(i) of Annexure 5.3]

4.8 Prices

4.8.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.8.3 The Bank reserves the right to re-negotiate the prices in the event of change in the market prices.

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

4.10 Assignment: The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent. Subcontracting is not allowed.

4.11 Delays in the Vendor's Performance

4.11.1 Delivery of Services shall be made by the Vendor within the timelines prescribed. Penalty will be imposed on the vendor for delay in services as mentioned in the RFP or/and even invocation of Performance Bank Guarantee and/or termination of contract.

4.12 Termination for Default/ Un-satisfactory services

SBI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the contract in whole or part: if the Vendor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract.

In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Vendor shall be liable to Bank for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated.

4.12.1 The Bank may, without prejudice to any other remedy for breach of contract, written notice of not less than three months 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.
- 4.12.2 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities.
 - a 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.
 - b 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.
 - c If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
 - d 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.
 - e 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.
 - f If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India
 - g If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 2013 becomes a director of the Bank.
- 4.12.3 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.
- 4.12.4 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.
- 4.12.5 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.
- 4.12.6 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 Application Law.

4.13 Force Majeure

- 4.13.1 Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party.
- 4.13.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and

shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.14 Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

4.15 Termination for Convenience: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

4.16 Resolution of Disputes:

4.16.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.16.2 If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.16.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.
- (b) Arbitration proceedings shall be held at Jaipur, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

4.17 Governing Language : The governing language shall be English.

4.18 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at **Jaipur**.

4.19 Addresses for Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address.

4.19.1 The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

AGM(ITS)
State bank of India, LHO,
1st Floor, ITS Department,
Tilak Marg , c-Scheme-302005
Ph 0141- 2385760 ,Fax 0141- 2227150,
email : agmits.lhojai@sbi.co.in

Vendor's address for notice purposes <To be filled in by the Vendor>

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

4.21 Taxes and Duties

- 4.21.1 The Vendor will be entirely responsible for all applicable taxes in connection with delivery of products / services at site. Payment of service tax/GST alone, if applicable, will be paid at actual.
- 4.21.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the commercial bid by the Vendor shall include all such taxes in the contract price.
- 4.21.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. 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 in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 4.21.4 The Vendor'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 the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 4.21.5 The AMC vendor shall fully comply with all the applicable laws, rules and regulations. The AMC vendor shall indemnify the Bank against any action taken under any statute, rules, regulations, by-laws, etc. regarding the engagement of staff by the AMC vendor for discharging the work under this contract. The AMC vendor will be liable to reimburse to the Bank any loss or damage caused to the Bank on account of any breach of law on the part of AMC vendor or its staff. The AMC vendor shall be responsible for proper maintenance of all registers, records and accounts so far as these relate to the compliance of statutory provisions/obligations.

4.22 Vendor's obligations

- 4.22.1 The Vendor 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.
- 4.22.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment/spare parts to the location where maintenance services are to be provided. The Bank would only provide necessary letters for enabling procurement of the same, if required.
- 4.22.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and maintenance activities.
- 4.22.4 The Vendor 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 Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 4.22.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 4.22.6 The Vendor 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 as explained under ' Non Disclosure Agreement' in **Annexure 5.15** of this document.
- 4.22.7 The vendor shall procure and maintain all necessary license permissions, approvals from the relevant authorities under the applicable laws throughout the currency of the Contract. If during the currency of the contract, any Statute, rules/Govt. Notification prohibit employment of Contract Labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the contractor or his workmen/employees.
- 4.22.8 The Vendor 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 Vendor 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

4.23 Liquidated Damages

If vendor fails to perform services within stipulated time schedule or any loss is suffered by the Bank due to Acts attributable to the Service Provider, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the total project cost for delay of each week or part thereof maximum upto 10% of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

- 4.24 **Limitation of liability:** Under no circumstances shall either party be liable for indirect, incidental, consequential, special or exemplary damages from termination of this Agreement, even if the party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. The aggregate liability of either party under this agreement shall not exceed the total value of this contract.

4.25 . Powers to Vary or Omit 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. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected 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 bidder 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 Bank confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable 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.

In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

4.26 . No Waiver of Bank Rights or Successful Bidder's Liability

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

4.27 Inspection, Quality Control and Audit

- 4.27.1 The Bank may, at its discretion, get the products, software's/ hardware's and services of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors. The finally selected bidder and or his / their outsourced agents / sub – contractors shall facilitate the same.
- 4.27.2 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.
- 4.27.3 The Bank may, at its discretion carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder's office as per specification provided by the Bank.
- 4.27.4 The Bank may, at its discretion inspect, test the products/solution after delivery of the same to the Bank and where necessary may reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin or prior to the installation and commissioning.

4.27.5 The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.

Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

4.28 Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 3 (three) months, for any valid reason, including but not limited to the following reasons:

- i) Laxity in following security standards laid down by the Bank
- ii) Excessive delay in execution of orders placed by the Bank
- iii) Discrepancies / deviations in the agreed processes and/or products
- iv) Violation of terms & conditions stipulated in this RFP

4.29 Conflict of Interest:

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance 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 Concession Agreement or otherwise. 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 4A 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:
 - (i) 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
 - (ii) subject always to sub-clause (i) 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 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 others' information about, or to influence the Bid of either or each other; or
- (f) Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

4.30 Fraud & Corrupt Practices:

- 4.30.1 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 an Application 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.

- 4.30.2 Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

- 4.30.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

PART 5 : BID FORM, PRICE SCHEDULES

AND OTHER FORMATS

INDEX

ANNEXURE NUMBERS

- 5.1 Requirement Specifications
 - 5.1.1 Technical & Functional Specifications of systems installed
 - 5.1.2 Bill of Material and Compliances
- 5.2 Bid Forms
 - 5.2.1 Bid Form (Technical bid)
 - 5.2.2 Price Proposal Form (Indicative Commercial proposal)
 - 5.2.3 Commercial Bid
- 5.3 SLA Terms & Conditions for Hardware, Peripherals , Maintenance Services
- 5.4 Bank Guarantee
 - 5.4.1 Earnest Money Deposit (EMD)& Security Deposit
 - 5.4.2 Performance Bank Guarantee
- 5.5 Details of Service Engineers
- 5.6 VENUE OF TECHNICAL & COMMERCIAL BID
- 5.7 Compliance Statement
- 5.8 Checklist
- 5.9 Undertaking
- 5.10 Details of eProcurement Agency
- 5.11 Details of Clusters and situation based split of work
- 5.12 Bidder(Eligibility) Criteria
- 5.13 Vendor Evaluation Matrix
- 5.14 Bidder details
- 5.15 NDA(Non-Disclosure Agreement)
- 5.16 Notional Replacement Value of Hardware/software Items
- 5.17 Details of indicative quantity of computer Hardware and minimum resident engineers per Clusters
- 5.18 Agreement

ANNEXURE – 5.1.1

Technical & Functional Specifications of systems installed

(A) Broad Categories of Hardware and Software used in the Bank

Hardware:

- **Servers / Storages**
- **PCs / Nodes / Clients / Laptops**
- **Peripherals/ Printers**
- **Networking Components**

Software:

- **Windows 2008 / 2003 Server or higher**
- **Linux**
- **Window XP / Window 7 / Windows 8 or higher**
- **Sun Solaris (COBOL / Oracle based application)**
- **Oracle 8i / 9i / 10g / 11g or higher**
- **Lotus Notes / Lotus Suite / Same time Client**
- **MS Office 2003/ 2007 /2010/ 2013**
- **Utilities : Acrobat / Winzip / WinRar**
- **Anti-virus software : Trend Micro**

(B) General Configuration of HW / SW at Branches/Offices/SBLC

ITEM	Qty
HARDWARE	
TOWER SERVER - (including TFT monitor) Intel Xeon Dual / Quad Core 2GB / 4GB/8GB RAM 2*(150/300/450) GB HDD Windows svr 2008/2003 Mouse & Keyboard device Trend Micro Anti-virus software and other standard Configuration	1
WORKSTATION/Nodes/Clients : Standard Configuration PCs (including TFT monitors) Pentium IV / Pentium V / Core2Duo/ Dual Core/ Core I3 / AMD etc of various speeds 256/ 512 / 1024 / 2048/4096 MB RAM, 80/120/300/500GB (or greater) IDE/SATA HDD Windows XP / 7 Prof / Vista/ Windows 8.X or higher, Mouse & Keyboard device Trend Micro Anti-virus software and other standard Configuration	5-50
PERIPHERALS Flat Bed Scanner Laser printer Line Printer (Printronic / Tally / IBM / Lipi) PassBook / Draft / Printers 80 column Multi-functional Printer Scanner copier fax	1 1 1 2/3 0 / 1 / 2
NETWORKING COMPONENTS: All networking devices installed at the branch including secondary switch/hub/IOs/LAN cabling, Patch Cords, Networking Rack, Jack Panel etc. (Excluding Router & Primary Switch installed by Dimension Data/Other Service Providers)	Varies
SOFTWARE	
Windows 2008 Std Server	1 or 2
MS Office 2003/2007/2013 or higher	1 or 2

(C) General Configuration of HW / SW at LHO

ITEM	Qty
Core banking Server on Windows 2008 Std Server	10
PCs (Models from HCL/PCS/ACER/CHIRAG/SIS/HP/Lenovo etc.) PCs (including TFT monitors) Pentium IV / Pentium V / Core2Duo/ Dual Core/ Core I3 / AMD etc of various speeds 256/ 512 / 1024 / 2048/4096 MB RAM, 80/120/300/500GB (or greater) IDE/SATA HDD Windows XP / 7 Prof / Vista/ Windows 8.X or higher, Mouse & Keyboard device Trend Micro Anti-virus software and other standard Configuration	400-500
Peripherals Dotmatrix Printer (Wipro/Epson) Line Printer(Printronix/Lipi) Inkjet Printer (HP/Canon/Samsung/Olivetti/ Laserjet printer(HP/ Canon/Samsung) Network Laserjet printer(HP /Canon/Samsung) Multi-function Printer-Scanner-Copier-Fax (HP/Canon/Samsung etc)	200-300
LAPTOPS (IBM / COMPAQ / HP / HCL / DELL / ACCER / SONY etc)	25-30
Network switches	20-100

Note :- Above configuration is indicative only may vary

(D) General Configuration of HW / SW at LHO Data Centre

ITEM	Qty
ADS SERVER : HP Proliant DL385 G7 Microsoft Windows Server 2012 R2 standard X64-based, 2 x AMD opteron (TM) Processor 6274 2.20 GJz 8 NIC Installed, RAM 64 GB HDD 900 GB*4 6GDP 10K SAS External Tape Drive(two) : HP storage Works Ultrium HP1760 SAS	2
Dell rack Server (Intel based) DELL PE 2850 2x Intel Xeon 3.0 Ghz Intel E7520 2GB ECC Dual DDR2 400 MHz SDRAM 2 * 73 GB Hot Plug 10000rpm SCSI Ultra 320 HDD Dual Channel U320 SCSI Controller Redundant Power Supply RHEL	1
8 Port KVM switches	2
42 standard Dell Rack and accessories and 15"Foldable Dell TFT Monitor,	2
Wipro make rack server (Type1) 2 X Quad Core 64 Bit Intel Xeon Processor 2.4Ghz Clock speed 1066 Mhz FSB with 6 MB L2 Cache or Higher Chipset - Intel 7300 Series Chipset Memory – ECC DDR2 667 Mhz 16 GB RAM (upgradable to 16 GB or more) configured with the	3

<p>highest DIMM available with the vendor. 3 X 146 GB 15000/10000 RPM HOT SWAPPABLE 3 GB/S SAS Disks (2.5/3.5 inch) with RAID 5 Configured RAID Card – PCI Express based SAS RAID Controller with 512 MB Memory with support for RAID 0,1,5, 1+0 Network Interface – Four Auto Speed Sensing Gigabit Ethernet Network Interface Cards Graphics – Graphics Controller with at least 16 MB Video Memory Ports – Minimum 4(Four) USB 2.0, 1 Serial, PS/2(mouse and keyboard) DVD Writer with software for burning CD and DVD Power Supply – Dual Redundant hot swappable power supply FAN – Redundant Hot Pluggable Fan OS:- Windows 2008 Enterprise Server/Standard /RHEL</p>	
<p>Wipro Make Rack Server(type2) Four Intel 64 BIT XEON Quad Core Processor 2.4Ghz Clock speed 1066 Mhz FSB with 6 MB L2 Cache. 16 GB RAM (Upgradable to 32 GB or better) ECC DDR2 533 MHz configured with highest DIMM available with the OEM. Intel 7300 Chipset or better. 5 X 146 GB SAS HOT PLUG with RAID 5(Hard Ware RAID) 15K RPM internal Disc The Server offered should have dual SAS controllers SAS RAID Card with 512 MB RAID Cache or better. One Serial and Minimum 4 USB2 ports (Two USB2 ports in front). Networking – Auto Speed Sensing Four 10/100/1000 NIC cards DVD R+W with standard software for writing DVD and CD media PCI express, PCI-X slots with minimum two PCI Slots free after fully configuring the server. OS:- Windows 2008 Enterprise Server/Standard /RHEL</p>	2
<p>Fortigate Firewalls (Fortigate FG-110C-BDL-UK) RAM-512 MB or better Flash Memory-64 MB or better Throughput-Firewall with IPS throughput 450 MBPS or better Concurrent sessions -250000 or better Unlimited user/nodees licences Application inspection capabilities Browser based management tools,Log monitors,performance monitor etc Interfaces- Minimum four 10/100(or 10/100/1000) Ethernet ports,2 USB Ports, RJ 45,Management port etc. Encryption -Triple DES,AES Standards-CE,UL,FCC or equivalent standards Power supply and cables</p> <p>Product Support Coverage Hardware Coverage , Firmware & General Updates(Web/Online) Enhanced Support Virus Definitions Updates (Web/Online) Next Generation Firewall (Web/Online) FortiGuard Web Filtering (Web/Online) FortiGuard AntiSpam (Web/Online)</p>	2
<p>E-Circular Rack Server (Sun- Solaris) 1. Four Intel 64 BIT XEON Quad Core Processor 2.4Ghz Clock speed 1066 Mhz FSB with 6 MB L2 Cache. 16 GB RAM (Upgradable to 32 GB or better) ECC DDR2 533 MHz configured with highest DIMM available with the OEM. Intel 7300 Chipset or better. 5 X 146 GB SAS HOT PLUG with RAID 5(Hard Ware RAID) 15K RPM internal Disc The Server offered should have dual SAS controllers SAS RAID Card with 512 MB RAID Cache or better. One Serial and Minimum 4 USB2 ports (Two USB2 ports in front). Networking – Auto Speed Sensing Four 10/100/1000 NIC cards DVD R+W with standard software for writing DVD and CD media</p>	1

PCI express, PCI-X slots with minimum two PCI Slots free after fully configuring the server.	
Rack mountable Sun Tape Drive (DAT 72) with Symantec Netbackup 6.5 backup software	
BMDARS Rack Server(Sun Solaris) Sun Fire X4270 Intel Quad Core 2.267 Mhz , 8 MB cache RAM 8GB 12 X 300 GB In RAID 5 Sun Solaris 10.0 (64 Bit) Oracle 11g LTO3 Sun Tape Dive (800/1600GB) Symantec Netbackup 6.5 backup software	1
EDMS Rack server (Wipro Netpower) 2* Dual core 64 bit Intel Xeon Processor 3.0 Ghz or higher Chipset-Intel 5000 series Chipset 32 GB ECC DDR2 RAM 6*73 GB 15000 RPM HOT SWAPPABLE 3 GB/S SAS Disks(2.5 inch) with RAID 5 RAID Card-PCI Express based SAS RAID controller with 512 MB Memory with support for R Network Interface-4* Autospeed Sensing Gigabit Ethernet NIC One Dual channel Uira 320 SCSI card Power Supply-dual Redundant hot swappable FAN-Redundant FAN Hot Pluggable RHEL	1
Intranet Server (HP Proliant DL 580 G5) 4 X Quad Core 64 Bit Intel Xeon Processor 2.4Ghz Clock speed 1066 Mhz FSB with 6 MB L2 Cache or Higher Chipset - Intel 7300 Series Chipset or higher Memory – 16 GB ECC DDR2 667 MHz RAM 6 X 146 GB 15000/10000 RPM HOT SWAPPABLE 3 GB/S SAS Disks (2.5/3.5 inch) with RAID 5 RAID Card – PCI Express based SAS RAID Controller with 512 MB Memory with support for RAID 0,1,5, 1+0 Network Interface – Four Auto Speed Sensing Gigabit Ethernet Network Interface Cards Graphics – Graphics Controller with at least 16 MB Video Memory Ports – Minimum 4(Four) USB 2.0, 1 Serial, PS/2(mouse and keyboard) DVD Writer with software for burning CD and DVD Power Supply – Dual Redundant Hot Swappable Power Supply FAN – Redundant Fan Hot Pluggable RHEL	1
MIS Web Server Four Intel 64 BIT XEON Quad Core Processor 2.4Ghz Clock speed 1066 Mhz FSB with 6 MB L2 Cache. GB RAM (Upgradable to 32 GB or better) ECC DDR2 533 MHz Intel 7300 Chipset or better. 5 X 146 GB SAS HOT PLUG with RAID 5(Hard Ware RAID) 15K RPM internal Disc,dual SAS controllers SAS RAID Card with 512 MB RAID Cache or better. One Serial and Minimum 4 USB2 ports (Two USB2 ports in front). Networking – Auto Speed Sensing Four 10/100/1000 NIC cards DVD R+W with standard software for writing DVD and CD media Windows 2008 Enterprise Server	
Managed CISCO Network switches(L2 and L3)	4-6
Unmanaged Network switch	4-10

- Note :-** 1. Above configuration is indicative only may vary
2. Support for OS and fine tuning will also be part of AMC
3. Vendor will also extend support in installing / error removing of the applications

(E) General Configuration of HW / SW at AO / Regional Business Office

ITEM	Qty
Core banking Server on Windows 2008 Server	1
PCs (Models from HCL/PCS/ACER/CHIRAG/SIS/LENOVO/HP) PCs (including TFT monitors) Pentium IV / Pentium V / Core2Duo/ Dual Core/ Core I3 / AMD etc of various speeds 256/ 512 / 1024 / 2048/4096 MB RAM, 80/120/300/500GB (or greater) IDE/SATA HDD Windows XP / 7 Prof / Vista/ Windows 8.X or higher, Mouse & Keyboard device Trend Micro Anti-virus software and other standard Configuration	40-60
Peripherals Dotmatrix Printer (Wipro/Epson) Line Printer(Printronix/LIPI) Inkjet Printer (HP/Olivetti/ LaserJet printer(HP/Samsung/Canon) Network LaserJet printer(HP/Canon) PSC (HP) Multi-function Printer-Scanner-Copier-Fax	Varies
LAPTOPS (IBM/ COMPAQ/HP/HCL/ACER/DELL etc]	Varies
NETWORKING COMPONENTS: All networking devices installed at the branch including secondary switch/hub/IOs/LAN cabling, Patch Cords, Networking Rack, Jack Panel etc. (Excluding Router & Primary Switch installed by Dimension Data/Other Service Providers)	Varies
CBS SERVER AND CBS NODES	Varies

(These are indicative configuration & quantity. Actual configuration to be verified at the locations before entering into Annual Maintenance Contract.)

Please note that above mentioned quantities may be increased/decreased and payment will be made on actual basis by the respective RBO/Offices.

L1 will be decided through reverse auction for each cluster.

ANNEXURE – 5.1.2
Bill of Material and Compliances

Sr No.	Item	Qty(Approx.)	Compliance
	Server	1597	
	Desktop / Node (with TFT, Mouse Keyborad)	12425	
	Laptop	100	
	Line Printer	110	
	High Speed Dot Matrix Printer 136	231	
	Draft/TDR Printer	1617	
	Passbook Printer	2357	
	Desktop Inkjet printer	10	
	Desktop Laser Printer Mono	150	
	Desktop Laser Printer Mid Level	120	
	Laser Printer : Heavy Duty / High Speed / Multi Function	3300	
	Flat Bed scanner	1145	
	High End Auto feed Scanner (any make)	10	
	Medium range Auto feed scanner	5	
	Windows Server 2003 / 2008 Standard Edition	1500	
	Microsoft Office any version	1500	
	Layer2 manageable CISCO switch	4	
	Layer-3 Manageable CISCO switch	2	
	Unmanaged switch – 24 port	50	
	Unmanaged switch – 16 port	60	
	Unmanaged switch – 8 port	200	
	ADS Server	2	
	Dell rack Server	1	
	8 Port KVM Switch	2	
	42" Standard Dell Rack with 15"Foldable Dell TFT Monitor	2	
	Wipro make Type-1 rack server	3	
	Wipro make Type-2 rack server	2	
	Fortigate Firewall	2	
	E-Circular server	1	
	BMDARS rack server	1	
	EDMS rack Server	1	
	Intranet Server	1	
	MIS web server	1	

We confirm that we comply with all the specifications/requirements mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this day of 201

 (Signature) (Name) (In the capacity of)

Duly authorised to sign Bid for and on behalf of

ANNEXURE – 5.2.1
BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)

Date: _____

To:

Asstt. General Manager (ITS)
 State bank of India, IT Services Department
 LHO, 1st Floor
 Tilak Marg ,C-Scheme
 Jaipur-302005

Dear Sir,

Ref: RFP No. ----- dated dd/mm/yyyy

~~~~~  
 We have examined the 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 maintain the equipments detailed in Annexure-5.1.1 and 5.1.2, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us. We confirm that all the terms & conditions mentioned in the RFP Document are acceptable to us specifically mentioned in the undernoted documents without adding any additional condition.

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The 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.
- The prices quoted in the indicative commercial bids for maintenance services are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for providing support and maintenance services to the equipment within a period as advised by the Bank.

**4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.**

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. 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".

7. We also certify that the information/ data/ particulars furnished in our bids 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.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 201

\_\_\_\_\_  
 (Signature) (Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

**ANNEXURE – 5.2.2  
INDICATIVE COMMERCIAL PROPOSAL**

To:

Asstt. General Manager (ITS)  
State bank of India, IT Services Department  
LHO, 1st Floor  
Tilak Marg ,C-Scheme  
Jaipur-302005

Dear Sir,

**Indicative Price Bid for :----- (Name of Cluster)**

**Ref: RFP No.----- dated dd/mm/yyyy**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of \_\_\_\_\_% (\_\_\_\_\_ percent only) of replacement value calculated by the Bank based on the indicative hardware items/ equipment available at various locations of the concerned cluster as per annexure 5.17 (separate annexure 5.2.2 A,B,C,D... be submitted for each cluster) and as per indicative configuration mentioned in Annexure 5.1.1 for AMC in conformity with the said bidding document.

Dated this ..... day of ..... 201

\_\_\_\_\_  
(Signature) (Name) (In the capacity of)

Duly authorised to sign Bid for and on behalf of----

**(NOTE : PLEASE SUBMIT INDICATIVE PRICE PROPOSAL FOR EACH CLUSTER SEPARATLY)**

---

**ANNEXURE – 5.2.3**  
**Commercial Bid (Online Reverse Auction)**  
**(To be submitted by the L1 vendor)**

To,

Asstt. General Manager (ITS)  
 State bank of India, IT Services Department  
 LHO, 1st Floor  
 Tilak Marg ,C-Scheme  
 Jaipur-302005

Dear Sir,

**Commercial Bid for :------(Name of Cluster)**

**Ref: (i) RFP No.----- dated dd/mm/yyyy**  
**(iii) Reverse Auction dated**

**PLEASE NOTE PRICE TO BE QUOTED UP TO TWO DECIMAL PLACE ONLY(\$\$. \$\$%)**

We confirm the quoted rate for the clusters in reverse auction dated ----- for the RFP no ----- dated as below :

| Sr No | Name of Module & Cluster | % AMC Rate per year on replacement cost given in RFP (for applicable cluster by L1 vendor)<br>[Excluding Service Tax/GST ] |
|-------|--------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 1     | Jaipur I                 |                                                                                                                            |
| 2     | Jaipur II                |                                                                                                                            |
| 3     | Bikaner                  |                                                                                                                            |
| 4     | Udaipur                  |                                                                                                                            |
| 5     | Kota                     |                                                                                                                            |
| 6     | Jodhpur                  |                                                                                                                            |
| 7     | Jaipur LHO               |                                                                                                                            |

Note: If any taxes to be paid by the Bank, same should be mentioned explicitly. SLBCs/other offices/branches in the geographical area of the cluster will be considered under same cluster for award of the AMC.

Signature

Seal of Company

**Note: The rates should be submitted by the bidder keeping in view the terms and conditions mentioned in the RFP.**

**ANNEXURE - 5.3****SLA Terms & Conditions for Hardware,  
Peripherals, Maintenance Services****1. Period of AMC**

- (i) The rates of AMC called for shall remain in force up-to two year from the award of AMC to the vendor. However, the bank may on its discretion, extend/award fresh AMC for the third consecutive year also at the same rate with mutual consent of the vendor. The bank reserves the right to terminate the AMC at any time without assigning reason thereof. The AMC will be renewed yearly.
- (ii) If the Bank opts for continuing AMC with the vendor for the third year also, the vendor shall provide maintenance services for the Equipment at the quoted rates for the third year also. The vendor shall not increase the AMC rates and shall keep them frozen for the extended periods of AMC.
- (iii) The bank may on its discretion, continue the AMC with the vendor for subsequent years also at the mutually negotiated rates on same terms and conditions with mutual consent of the vendor.

**2. Scope of AMC services:**

The Circle-wide rate contract shall cover the various equipment for Annual Maintenance Support Services for installed / upcoming desktop PCs, laptop PC Systems, Printers, Servers, Scanners, Thin Clients & associated Peripherals at branches/Offices under SBI Jaipur Circle. Annual Maintenance Support Services shall cover Maintenance & repair of IT Systems inclusive of CPU unit, TFT/CRT (Monitors of all sizes) units & components, motherboard, processor, SMPS, CMOS Battery, Power Cords, power & other Adapters, Keyboard, Mouse, Printers -Inclusive of all accessories like Teflon, logic card, (except printer consumables like toner/ink cartridges) and any other components/accessories as installed/available wherever available and installed, upcoming Servers/peripherals during the Contract period. However, USB Pen drives are excluded. The same rates shall be used for adding a new hardware under AMC in future. For the hardware covered at an interim date, the AMC cost shall be calculated on pro-rata basis. The Scope of Work mentioned herein is only a broad guideline for AMC services, which includes all these activities under the Contract.

- (i) To keep all the covered IT systems and associated peripherals neat, tidy and under proper working order. A unit of desktop PC includes CPU unit, TFT/CRT (Monitors of all sizes), keyboard & Mouse, network cards, webcam, motherboard, processor, smps, c-mos battery, etc and any other components/accessories as installed/available. However, USB Pen drives are excluded. Printers etc shall include power and other adaptors, logic cards, cords and all parts/components, (except consumables like ribbon/toner/cartridges). The Vendor shall however, be required to attend to all the attached peripherals.
- (ii) Different types of hardware shall include all types of logic cards, power adaptors etc. Scanners shall include all parts/components of the scanner including the scanning unit, ADF, power adaptors and other types of adaptors etc and all other components along with the scanner unit. Thin clients shall include all components like TFT (Monitors of all sizes), power adaptors, motherboard/logic cards, cords, and all other components of the unit. Line matrix printers shall include all components including logic cards and all other components, cords, cables, adaptors etc (except printer consumables like toner/ink cartridges). Printers shall also include print servers attached to the printers wherever available.
- (iii) To diagnose defects, undertake repair / rectification of defects and to carry out on call, corrective, preventive and breakdown maintenance services to set right the reported malfunctioning of the systems. This includes replacement of all defective / unserviceable parts & accessories of Systems / Peripherals etc. like CPU, Mother board, RAM, Hard disk, network cards, network cards, Power supply, PC & Printer interface cords/cables/adaptors, Power

Adapters for the Laptop PCs/printers/Modems/speakers and all other peripherals, cords, cables etc, DeskJet/LaserJet/line matrix/dot matrix printer components including power cords and adaptors and all other components (except printer consumables like toner/ink cartridges), scanners (including ADF etc), thin clients etc and all their components, parts and accessories. Vendor shall make his own arrangements of bringing all required tools at SBI Branch/Office premises.

- (iv) After repair, the Vendor shall bring the machine to its satisfactory & acceptable working condition. Used / sub standard / repaired Spare parts in lieu of irreparable components will not be accepted by SBI as a spare parts replacement. The Vendor shall make his own arrangements for bringing the spare parts, software tools & testing equipments for providing the services. The Vendor shall maintain sufficient inventory of frequently required new & genuine spare parts like Power supply, Hard disks (all types as fitted with the system), Keyboard, TFT/CRTs (Monitors of all sizes), Mouse, device drivers, various cables, connectors and other spare parts etc., to ensure uptime of Systems / Subsystems & Peripherals as per SLA defined at various locations of SBI. However, SBI will extend the facility of storage of these items under lock & key, at the risk of the Vendor at major office locations to the extent of space available and feasible to be offered to the Vendor. SBI will not be held responsible for any missing standby Systems / spare parts / tools etc. from the inventory of the Vendor.
- (v) The Vendor shall ensure uninterrupted availability of new & genuine spare parts of PCs, Printers, Scanners, & other Peripherals. Vendor must be having sufficient expertise & required resources available for prompt maintaining / servicing / repairing of PCs & Peripherals. A comprehensive list of such spares will be provided to the respective IT in charge.
- (vi) If any component of a System / Sub-system gives repeated / recurring problems, resulting in recurring failure of the System then it must be immediately replaced by the Vendor with new & genuine spare parts.
- (vii) Few Systems / Peripherals, covered under AMC are installed at the residence of senior officers of SBI .If required, Vendor shall be required to attend the maintenance calls at their residence. SBI shall provide a list of such PCs/Peripherals to the Vendor in the beginning of the contract. The list however shall have to be checked and verified by the Vendor (if required, physically also) and the updating of any such list at the start of the contract or subsequently shall be the responsibility of the Vendor at his own cost.
- (viii) Laptops are inclusive of adaptors etc. (excluding Laptop Batteries).
- (ix) AMC shall cover maintenance/ up gradation/ change/ replacement / installation / loading / unloading of all type of software / operating system purchased by the bank (existing / new) on existing HDD and on new HDD including shifting of data in case of new installation or HDD crash and bring the systems under the Banks's ADS (Active Directory Services).
- (x) Vendor should provide and implement patches / upgrades / updates for Hardware / Software / OS / Middleware etc as and when release by the Vendor/OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all release /version change. The services to upgrade / update the patches /versions are to be provided free of cost, the license if required any, will be purchased and provided by the Bank. Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
- (xi) Bidder has to support older versions of the software / Hardware / OS/ Middleware etc in case the Bank chooses not to upgrade to latest version.
- (xii) AMC shall cover all the equipments under contract i.e. computers hardware / peripherals/ software, networking components etc.
- (xiii) The Vendor will maintain inventory of equipment at all locations with identified machine no & IP no. All machines under AMC will bear tags with machine no., phone no of AMC vendor. The quarterly AMC payment will be made on the basis of the inventory. Further the vendor will



provide the detailed inventory of the equipments of all the branches/offices (under AMC/Warranty) in the Bank provided format.

(xiv) Configuring outlook/mail, /URLs shall be part of duty of AMC support engineers.

(xv) **Support for Warranty Machines**

The AMC vendor will also required to co-ordinate with the vendor for the Hardware which are under warranty for resolution of the Hardware problems.

Vendor will without fail extend all services available for AMC machines to Warranty machines also. The vendor will be paid a flat rate of **20% of approved L1 rate** till the warranty period of the machine ends and machine becomes part of AMC Hardware. Any part replacement will be facilitated by AMC vendor from OEM/supplier.

Once the clusters are allocated to the vendor(s), the vendor, with help of branch will submit the details of actual hardware under AMC /Warranty to the cluster in charge, duly signed by vendor and branch/office head. Vendor will be paid at AMC rate quoted in Commercial for AMC items and **20% of approved L1 rate** on warranty items on this inventory.

**AMC of the Equipments under warranty/AMC will commence immediately after the expiry of the warranty/AMC.**

(xvi) AMC shall be comprehensive in nature and on 9.00AM to 8.00PM (from Monday to Saturday) support basis. However Bank may also ask the vendor to come on Sunday/Holiday and beyond above mentioned working hours, if required.

(xvii) AMC vendor will do first level maintenance of anti virus software, for all the machines and coordinate with M/s Wipro Ltd. with whom bank is having Trend Micro anti-virus updation agreement.

(xviii) Responsibility for adequate earthing will be Bank's but the vendor has to advise the bank in writing in case earthing is inadequate.

(xix) Engineers have to bring their own tool kit and software's required for maintenance of PCs, Printers, scanners, etc.

(xx) **LOCAL AREA NETWORK**

LAN & networking equipment is already installed in all existing branches/Offices. The AMC vendor will require maintaining all Networking devices installed at the branches/offices including secondary switch hubs IOs/LAN Cabling, Patch Cords, Networking Rack, Jack Panel etc in working condition (excluding Primary switch & Router installed by Dimension Data). **This does not cover new cabling/Networking. Maintenance of existing LAN, replacement of patch cords & I/Os under AMC. New I/O points on chargeable basis.** Exiting Fibre cable and Fibre switches will also be part of the AMC at LHO.

(xxi) **BREAKDOWN MAINTENANCE**

The Vendor will carry out breakdown maintenance by visiting the installation, whenever there is a requirement. These visits for breakdown maintenance will be independent of the visits for Preventive Maintenance. However, when breakdown maintenance becomes necessary, there may not be any separate visit required for scheduled preventive maintenance, provided Preventive maintenance is also carried out by the Vendor's service engineer during the visit.

After carrying out preventive & corrective Maintenance, the Vendor service engineer will meet / communicate to concerned user of the System / Sub-system about the visit and will fill up the service call report being maintained for such purpose and get it signed by the user, after demonstrating its proven working.

(xxii) **INSPECTING INVENTORY**

The Vendor shall inspect all the Hardware & submit detailed Hardware status, Configuration & inspection report of all Systems / Peripherals. Inspection report so generated at various sites shall be signed both by the Vendor & Branch /office head of SBI before start of the contract. The Vendor will identify all the non-operational Systems and report shall be submitted to respective SBI official.

3. **AMC for Hardware Components:** Onsite comprehensive AMC for all the hardware components including free replacement of spares, parts and kits and excluding consumables printer cartridges / ribbon during the period of the contract.

During the AMC period, the vendor will have to undertake comprehensive maintenance /support of the entire hardware/components/ software under the contract at no cost to the Bank.

During the AMC period the Vendor shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirement and transport charges from and to the Site (s) in connection with the repair/ replacement of the equipments/ components/ software or any component/ part there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to work, as specified.

Availability of spares, parts and kits should be ensured. Services for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software..

4. **On-site comprehensive AMC:**

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

- (i) **Maintenance Contract (MC):** (i) The vendor shall provide onsite comprehensive maintenance services for the all the hardware and software components at quoted rate during the contract period. Payment of AMC will be made quarterly in arrear within 30 days after the receipt of the undisputed invoice by the respective RBO for all the branches under their control. Payment of other offices/branches not covered in RBO will be made by the concerned AO/Offices. Payment of AMC at LHO will be made by the ITS department. Applicable taxes/TDS and penalty, if any, will be deducted at the time of payment. At the time of submission of the bills, the following certificates from each branch must be submitted.

- 1) Satisfactory service report
- 2) Confirmation of preventive maintenance /visit certificate
- 3) Penalty/No Penalty admissible.

The impact of any increase / decrease in taxes, duties or any other statutory levies shall be borne by the AMC Vendor on both sides of the change.

- (ii) Agreement for Annual Maintenance with the Bank would be executed by the vendor in the standard format designed by SBI, on a stamp paper of suitable denomination. The charges for the annual maintenance, if paid, will be as specified in clause 4.(i).

5. **Vendor's comprehensive maintenance and administration/ management of hardware equipment/ components/ software during AMC period** – The selected vendor shall ensure that services of professionally qualified personnel are available at the specified project site for **providing comprehensive on-site maintenance** of hardware equipment/ components/ software for a period of contract, where the systems and software have been installed and operationalized. Comprehensive Maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of software, compliance to security policy requirements, etc. when required or in the

event of system crashes/malfunctioning, arranging and configuring facility as per the requirement of the Bank, fine tuning, system monitoring, log maintenance, etc. The bidder shall provide services of an expert engineer at the Project site or other locale where required whenever essential. In case of failure of hardware, system software the vendor shall ensure that system is made operational to the full satisfaction of the Bank.

6. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

- Diagnostics for identification of systems failures
- Protection of data/ Configuration
- Recovery/ restart facility
- Backup of system software/ Configuration
- Reinstallation of hardware and software including Bank's provided software.

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

- a) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software will provide these services.
- b) The vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment as per the SLA requirement. In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.

The vendor shall ensure to maintain stand-by spares at each cluster detailed as hereunder, so as to maintain the required uptime at any point of time for the machines.

**The List is indicative vendor may maintain more stocks of tems/inventory to ensure continuity of operation at each cluster**

| S.N. | Spares/Parts                                                               | Quantity                                     |
|------|----------------------------------------------------------------------------|----------------------------------------------|
| 1    | HDD, Hubs, SCSI Controllers                                                | 1 each for every 10 branches at each cluster |
| 2    | TFT, VGA Cards,                                                            | 1 each for every 10 branches at each cluster |
| 3    | NIC cards with boot PROM,                                                  | 2 per 50 nodes at each cluster               |
| 4    | Node motherboards                                                          | 1 for 200 nodes at each cluster              |
| 5    | Printer heads(every type of printer excluding Lipi Line Printers)          | 1 for every 10 branches at each cluster      |
| 6    | Printer Interface Card(every type of printer excluding Lipi Line Printers) | 1 per 25 branches at each cluster            |
| 7    | CD /DVD Drive                                                              | 1 per 25 branches at each cluster            |
| 8    | RAM chips                                                                  | Sufficient quantities                        |
| 9    | Mouse, Keyboard                                                            | 1 for 20 nodes at each cluster               |
| 10   | Fuser assembly                                                             | 1 for 100 printers at each cluster           |
| 11   | Ready to use server                                                        | One at each cluster                          |
| 12   | Server Motherboards                                                        | One at each cluster                          |

In case of spin off RBO ,arrangement as above shall be made at that RBO.

**For Equipments at LHO data centre, all critical components required for the Equipments to maintain uptime as stipulated in the RFP shall be maintained by the vendor for LHO cluster.**

Before undertaking major repairs, the vendor should ensure safety of the data of the user. If required, the vendor should have suitable back-up arrangements. (E.g. imaging the hard disk).

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

Though there is no insistence on keeping Server, PCs, Printers (all types), as spare, the vendor must maintain minimum numbers to replace the defective ones whenever the rectification is likely to take more than 4 hours time.

**The Vendor will make arrangement to ensure all resident engineers stationed at Branches/Offices under this contract are equipped with necessary spares. The Spare stock ( at SBI locations) should be such that in case of inaccessibility of one storage of spares, the engineers can reach other location and complete the job without interrupting the working of branch /Office of SBI.**

- c) The vendor/firm will have to carry out the work during the above contract period and in the event of vendor/firm's inability to do the same due to any reason whatsoever, the work will be got done through another AMC vendor & penalty amount directly proportionate to loss suffered by Bank due to non performance/poor quality of services given will be deducted from AMC dues of the defaulting vendor.
- d) The AMC vendor shall be responsible to ensure uninterrupted services on all days to the Bank even if any staff engaged by company / firm is on leave or on weekly rest and/or on holidays to which he/she is entitled under the arrangement with the company / firm.

**e) Support Requirements:**

- i. The engineers shall be dedicated for SBI use only and shall report to and operate from a designated SBI branch/office only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement and tender. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank. **A tender without name(s), experiences, and qualifications of the service engineer(s) will be rejected.**
- ii. The Bank at its own discretion shall ask the AMC provider to depute more service engineers with qualifications prescribed, if deployed engineers are not sufficient to extend the support required by the Bank.
- iii. Vendor will have the right to change Service engineer(s) deputed. But, any such change will be intimated to the Bank well in time and must have the approval of the Bank.
- iv. The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.
- v. Call register (spiral)/ system based application will be maintained by the AMC team to enter all the calls received personally or on phone for support. Call sheets must indicate the Branch/office name, name of the bank's official, nature of complaint, the solution provided with time & date and the signature of the complainant.

- vi. All Engineers should be accessible through telephone/cellular phone to facilitate prompt communication; non-availability of Engineer on any particular day should be conveyed in advance to the Cluster/RBO/AO /ITS and alternative arrangements worked out.
- vii. Third Party Maintenance:- AMC service to be provided by the vendors through their own engineers and not through their dealers./distributors/stockists/franchisees etc. (including individuals and third party firms/companies).
- viii. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares etc., maintenance of existing LAN setup including Network Components and helping the users during installation and stabilization of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.
- ix. Escalation matrix should be made available to the Bank at the beginning of contract and each time the matrix changes.

**f) Resolution Time / Penalty / SLA conditions:**

The vendor shall correct any fault and failures in the equipment and shall repair and replace worn or defective parts of the equipment immediately. The vendor shall ensure that faults and failures intimated by SBI are diagnosed and repaired within 3 hours plus journey time (Max 2 hours).

**i) Service Levels expected**

| Sl. No. | Particulars                                             | Resolution Time(Excluding Journey Time of Max 2hrs) (excluding time from 17.00hrs to 10.00hrs) |
|---------|---------------------------------------------------------|------------------------------------------------------------------------------------------------|
| 1       | Servers/PC/ Printers / Scanners / Networking equipments | 3 Hrs                                                                                          |

The vendor shall arrange for standby machine / equipment if they are not able to resolve the problem within the stipulated resolution period. In any case, if the system repair is likely to take more than 24 hours, alternative spare must be arranged to make the system operational.

A minimum uptime of 99% for items viz. servers/equipments at LHO data centre, IOI printer and 95% in respect of other hardware etc. will have to be ensured at all times. The total downtime at a branch will be calculated as the period an item was not working.

**ii) Penalty Provision**

If the system is not up within the time indicated in resolution time column in para f(i) above and standby provision is not provided, the following penalty rates would be applied.

**a) Downtime of servers/Hardware at LHO Server Room**

| Sr.No. | Period for delay                          | Amount in rupees |
|--------|-------------------------------------------|------------------|
| 1      | Up to 3 Hour                              | 400              |
| 2      | Up to 6 Hours                             | 800              |
| 3      | Up to 8 Hours                             | 1000             |
| 4      | Thereafter penalty up to 3 days (per day) | 1500             |
| 5      | Penalty beyond 3 days (per day)           | 2000             |

## b) Downtime of File Server and/or IOI Printer

| Sr.No. | Period for delay                         | Amount in rupees |
|--------|------------------------------------------|------------------|
| 1      | Up to 3 Hour                             | 100              |
| 2      | Up to 6 Hours                            | 200              |
| 3      | Up to 8 Hours                            | 500              |
| 4      | Thereafter penalty upto 3 days (per day) | 800              |
| 5      | Penalty beyond 3 days (per day)          | 1000             |

## c) Downtime of Other Hardware/Peripherals/up gradation of software etc.

| Sr.No. | Period for delay                          | Amount in rupees |
|--------|-------------------------------------------|------------------|
| 1      | Up to 3 Hour                              | Nil              |
| 2      | Up to 6 Hours                             | 100              |
| 3      | Up to 8 Hours                             | 500              |
| 4      | Thereafter penalty up to 3 days (per day) | 700              |
| 5      | Penalty beyond 3 days (per day)           | 1000             |

For any other deviations of terms & conditions not included in (a), (b) & (c) above :

- a) Rs.500/- per instance
- b) Rs.1,000/- if the same instance is repeated

- The downtime starts from the time of fault reporting by any means (Telephonic/Fax/Email/SMS etc.) and ends at repair / standby provision.
  - The total penalty leviable will be to the extent of 25% of the total AMC payments.
  - However, the down time is due to Force Majeure as stipulated in tender and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.
  - The time of delay/default for determination of penalty will be calculated from the time of lodgment of complaint at the dedicated toll free number/e-mail/fax provided by the AMC vendor for the purpose, or from the copy of the call sheet duly signed by the Branch officials.
  - The normal journey time is maximum 2 hours will be allowed.
  - Any decision regarding remission or any other issue relating to penalty will be taken up and decided by the committee consisting the under noted members :
    - AGM (IT Services)
    - CM (GB)/CM(Admin) of the concerned Administrative Office/R.B.O
    - System Official posted at concerned Admin. Office/R.B.O
  - If the delay in repair/maintenance/upgradation is more than 4 hours plus journey time 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 intentions of hiring third party.
- g) Any penalty due during AMC period will be adjusted against the quarterly payments. The penalty will be recovered at Administrative Office/R.B.O/ LHO (ITS) level based on the recommendations of Branch Manager/concerned office/department.
  - h) The vendor shall also guarantee that there shall not be more than three failures of critical components of the equipments in any calendar quarter at any site. In the event of more than three failures in these critical components, the vendor shall REPLACE the defective equipment with NEW compatible equipment, acceptable to the BANK immediately.
  - i) In the event of repeated failures of the equipments, the vendor shall REPLACE the defective equipment with new equipment on demand from the Bank.
  - j) **Preventive maintenance:** The VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust

and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) schedules per quarter, which shall be specified in advance. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance. If vendor fails to carryout preventive maintenance during a quarter, pro-rata charges may be deducted by the Bank at its own discretion. The Vendor must ensure that he maintains a datasheet ( for each machine available, which will contain the configuration of each machine and dates of completion of various preventive maintenance activities by the Vendor and get it signed from the Branch/office incharge /concerned. The Vendor shall submit these reports for verification by the IT/ engineer-In- charge at the time of submission of their quarterly invoice to Cluster Incharge at SBI.

- k) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.

**I) POSTING OF QUALIFIED SERVICE ENGINEERS & TEAM LEADER FOR REPAIR AND MAINTENANCE SERVICES:-**

Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein. The vendor shall post qualified service engineer(s) during AMC period for trouble shooting, repair and replacement of all kits or parts and spare parts and render; such other support services, as may be necessary for satisfactory functioning of the computer systems and peripherals. No charges, fees, accommodation, boarding etc. shall be paid or provided by the Bank to the service engineer or his assistants, if any.

The Vendor should verify the qualification of the candidate employed by him for the Support Service of the Bank (e.g. Qualification / Experience/and other personal information) with due diligence.

The Vendor should provide a team of engineers dedicated to SBI Jaipur Circle AMC Project. Minimum one Service Engineer will be provided for 200 machines (Servers/laptops/PCs/Printers) but at least two per RBO. Location of stationing of engineer will be decided in consultation with concerned Administrative Office/RBO. However, In case of multiple offices situated in the same premises, any individual office with upto 200 workstations one resident engineer will suffice.

In branches/Offices where resident engineer is mandatory is indicated against the cluster/branch. The CM ITS /CM –Admin( if no CM ITS) of the module/RBO may increase the required number of resident Engineer as per requirement of the Bank.

**In case of Jaipur LHO , the vendor shall arrange for one engineer per 100 nodes with minimum number of Six resident engineers including one team leader, as per qualification/experience applicable. One Engineer at least should be able to give operational support for:**

- a. iPADS officially provided to DGMs , GMs & CGM and other staff at LHO and other offices.
- b. Support for Tablets /Smart Phones of DGMs, GMs & CGM only posted at LHO.
- c. Support for Projectors will also be provided by the vendor at LHO.

One of the engineers at LHO Jaipur should be capable of handling & managing Equipments at the data centre of LHO.

One permanent engineer for handling LAN issues at LHO.

**The vendor shall appoint an experienced Project Manager dedicated to the project execution. The Project manager will be direct point of contact for all SBI Jaipur Circle (Clusters awarded) AMC issues with the vendor. The Project Manager may be stationed at his own office and he should have proven expertise in rendering support services in similar capacity. The Project Manager will arrange to submit monthly call reports of a cluster with solution provided to cluster heads.**

The Head of support service Engineers in each cluster should be B.E / BTech degree / Graduate/Diploma from a reputed university and should have a minimum of 5 years experience.

Other technical support service engineers:

- Should be responsible for the overall technical support of the area he is working.
- Should have proven expertise in rendering support services in similar capacity.
- Should be qualified as three years Graduate/Diploma at least.
- Should have a minimum of 2 years experience

**Documentary evidence in this regard will have to be produced to us.**

- m) The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- n) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
- o) Vendor shall ensure that vendor's key personnel with relevant skill are always available to the Bank. Vendor should ensure the quality of methodologies for delivering the services and its adherence to quality standard. Vendor should be willing to transfer skills to relevant Banking Personnel by means of training and documentation.
- p) The Bank will be within its own rights to refuse permission without assigning any reason to any or all the staff of the AMC vendor from entering the Bank premises.
- q) All employees have to wear the identity cards issued by the company while on duty. In no case any unauthorized person/outsider will be sent to offices of the Bank to carry out AMC work.
- r) In case of resident engineers, any shortfall in staff of AMC vendor on any working day is to be made up by substitutes. If there is any shortfall found on any day the Bank will deduct Rs.100.00 per employee per day from the quarterly payment of the AMC vendor.

**s) HELPDESK/CALL CENTRE**

The bidder at his own cost should setup a Helpdesk/Call Management System for management of AMC calls from his area of operation. A Centralized complaint management system should be equipped to provide ticket/complaint no. to each call. Quarterly report to be provided to LHO, Jaipur and Monthly report to Cluster head at Modules for the complaints lodged and resolved and for complaints which have not been resolved with reasons, thereof.

7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
8. The VENDOR's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
9. The Bank reserve to right to shift the equipments at any location.
10. 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 other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
11. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
12. **Validity of agreement:** The agreement/ SLA will be for a period of the AMC contract period. Bank reserves the right to terminate the agreement. Until the agreement/ SLA is executed, the terms and conditions of this RFP will prevail on all participating bidders.
13. **Future additions of Hardware / Software:**



13.1 The Bank would have the right to:

- a) Shift systems to an alternative site of its choice.
- b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.
- d) Annual Maintenance Contract in respect of hardware under warranty/ AMC period will take effect immediately after the expiry of the warranty/AMC period.

provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

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

14. **CONFIDENTIALITY:**

14.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also. **In this regard vendor has to sign Non Disclosure Agreement (NDA) in the format specified in the RFP.**

14.2 The VENDOR / Bank will treat as confidential all data and information about the VENDOR /Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

15. **SECURITY**

The Vendor should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:

- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- Physical Security of the facilities
- Physical and logical separation from other customers of the Vendor
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/Protection requirement of the Bank

--@@@@@--

**ANNEXURE - 5.4.1**

**Format for  
Earnest Money Deposit (EMD) & Security Deposit**

To,  
**AGM (ITS)**  
**STATE BANK OF INDIA, LHO,**  
**1<sup>ST</sup> FLOOR, ITS,**  
**TILAK MARG , C-SCHEME-302005**

Dear Sir,

**EMD BANK GUARANTEE FOR AMC OF HARDWARE/SOFTWARE/NETWORKING TO STATE BANK OF INDIA, JAIPUR CIRCLE, TO MEET SUCH REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE REQUEST FOR PROPOSAL**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and regional offices in other cities in India has invited Request for Proposal to provide maintenance of Hardware, Software & networking *vide its RFP No. \_\_\_\_\_ dated \_\_\_\_\_* on the terms and conditions mentioned in the RFP documents,

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

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).

**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 State Bank of India. 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 \_\_\_\_\_ lakhs only).

We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ lakhs 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 within 24 hours 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.

We hereby further agree that –

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 tender and/or hereunder or granting of any time or showing of any indulgence by the SBI to the bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

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.

This guarantee shall remain in **force for a period of one year**, 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.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years 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 later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, 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.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official

**(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).**

**ANNEXURE - 5.4.2**  
**PERFORMANCE BANK GUARANTEE ( 10 % of contract value)**

(Specimen only)

This guarantee is made on this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, having its Registered / Head office at \_\_\_\_\_ and among others a branch office at \_\_\_\_\_ (hereinafter called the "**Bank**" , which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) in favour of **State Bank of India**, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at \_\_\_\_\_ and a Branch Office at \_\_\_\_\_ / through its \_\_\_\_\_ Office/ Department at \_\_\_\_\_ (hereinafter referred to as "**SBI**") which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns).

WHEREAS \_\_\_\_\_, 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 & assigns) has agreed to provide the services of \_\_\_\_\_ (hereinafter "Services") to SBI in accordance with the agreement dated \_\_\_\_\_ (hereinafter referred as "Agreement") executed between the SBI and the Service Provider.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year.

WHEREAS, in accordance with terms and conditions of the Agreement, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfil its obligations as agreed in the Agreement.

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

1. (a) In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the Agreement, we the Bank hereby unconditionally and irrevocably guarantee that Service Provider shall fulfil its commitments and obligations in respect of providing the Services as mentioned in the Agreement and in the event of Service Provider failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in the Agreement, we (the Bank) 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 in each of the demands, subject to a cumulative maximum amount of 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 Bank and shall not be questioned by the Bank in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Bank without any delay.

2. WE (BANK), HEREBY FURTHER AGREE & DECLARE THAT:

- (a) 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.
- (b) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (c) 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 Bank or by merger or amalgamation or any change in the Constitution or name of the Bank.
- (d) 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
- (e) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Bank mentioned herein.
- (f) Notwithstanding anything contained herein above:
  - (i) The Bank's overall liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - (ii) This Bank Guarantee shall be valid upto \_\_\_\_\_.
  - (iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serves the Bank claim or demand on or before \_\_\_\_\_.
- (g) The guarantor, under its constitution, has powers to give this guarantee and Shri \_\_\_\_\_ (signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has / have powers / authority to do so.

IN WITNESS WHEREOF the Bank has caused these presents to be signed at the place and on the date, month and year first hereinabove written through its duly authorized official.

Signed and Delivered

\_\_\_\_\_

**ANNEXURE - 5.5**

Details of Team leader and Service Engineers with qualification & Experience

| Name | Employee/.No | Qualification | Experience (Years) | Specialization |
|------|--------------|---------------|--------------------|----------------|
|      |              |               |                    |                |
|      |              |               |                    |                |
|      |              |               |                    |                |
|      |              |               |                    |                |

Yours faithfully,

(Authorized Signatory)

**ANNEXURE - 5.6****VENUE OF TECHNICAL & COMMERCIAL BID**

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| Asstt. General Manager-ITS<br>1 <sup>st</sup> Floor, ITS Department<br>SBI, LHO<br>Tilak Marg, C-Scheme<br>Jaipur-302005 |
|--------------------------------------------------------------------------------------------------------------------------|

**ANNEXURE - 5.7****Compliance Statement**

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 undertakes that its name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

- 1)
- 2)
- ....

(If left blank it will be construed that there is no deviation from the specification given above)

Signature:

Seal of Company

**ANNEXURE - 5.8**

**Check List**

| <b>S.<br/>No.</b> | <b>Description</b>                                                                                                                     | <b>Compliance<br/>(Yes/No)</b> |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1.                | Complete tender document (all pages) duly filled in, signed with company seal.                                                         |                                |
| 2.                | All the relevant documents required to ascertain the bidder's eligibility criteria must be enclosed.                                   |                                |
| 3.                | Any other documents required (Annexure 5.2.1, 5.2.2 etc) in the tender document have been attached.                                    |                                |
| 4.                | Details regarding service support network of the company in Rajasthan State                                                            |                                |
| 5.                | The EMD and Security Deposit has been submitted as per RFP                                                                             |                                |
| 6.                | In the case of authorized person, the copy of letter issued by competent authority to sign on behalf of the company should be enclosed |                                |

### Annexure 5.9

#### Undertaking

1. Having read, and understood, we accept all the terms & conditions mentioned in the RFP.
2. Certify that our quotations for all items herein conform to 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 equipment will be maintained..
5. In case of failure to attend to the complaint, will be liable to penalties as imposed by the Bank.
6. Certify that all the details filled-in by us and the details in the attached sheets are correct and complete.
7. Only genuine parts will be used in replacement of parts during AMC of hardware/software & Networking in allotted clusters.
8. Certified that we have our own engineers on roll who possess the required experience and qualification.
9. Head Of Support Service Engineer in each cluster would be B.E / BTech degree / Graduate/Diploma-Engg., possessing a minimum experience of 5 years in the area of AMC Services, and their names should be advised to the Bank
10. The technical Support Service Engineers would be minimum three year graduate or three year Diploma Holder in engineering.
11. All the support engineers deployed will have minimum 2 years experience.
12. Support personnel will be deployed in each cluster as mentioned in annexure 5.17 and specified in the RFP.
13. No additional Documents except released by the State Bank of India shall form a part of the Document.
14. Documentary proof in respect of the Qualification and Experience of Support Engineers to the satisfaction of SBI authorities would be submitted as and when required by the Bank.
15. All the spares ; except cartridges, ribbons and laptop batteries, will form an integral part of Annual Maintenance Contract.
16. We further undertake that we will be only single point of contact for any/all purpose
17. We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and we assume total responsibility for the fault free operation of the systems/equipments and maintenance during the AMC period.
18. We undertake that during AMC Period we will maintain SLA terms and conditions as mentioned in the ANNEXURE - 5.3 of the RFP. Accordingly necessary spares are available for all critical components.

Vendor Company Stamp/Seal

Signature \_\_\_\_\_

Name .....

Designation.....

Date .....

**\*Without this Undertaking duly signed, your quotation would be considered as invalid.**

**Annexure 5.10 DETAILS OF ePROCUREMENT AGENCY**

|                               |                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AUCTION TO BE CONDUCTED<br>BY | <p>e-Procurement Technologies Pvt. Ltd.</p> <p>B-705, Wall Street - II,<br/>Opp. Orient Club,<br/>Nr. Gujarat College,<br/>Ahmedabad - 380 006.<br/>Gujarat State, India</p> <p>Tel.:- 91 - 079 - 40230809/808 /807</p> <p>Fax:- 91 - 079 - 4001 6876</p> <p>Mr. Gaurav Tiwari (0 –9879996111 )</p> <p><a href="http://SBI.abcprocure.com">http://SBI.abcprocure.com</a></p> |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**ANNEXURE 5.11****Details of Clusters and situation based split of work**

| sno | Clusters(Modules) | RBOs | Branches | (a) Maximum acceptable clusters(Modules) for L1 vendor | (b) Different L1 vendor for different clusters( modules) |
|-----|-------------------|------|----------|--------------------------------------------------------|----------------------------------------------------------|
| 1   | Jaipur-1          | 5    | 259      | 3                                                      | work allotment as per results of bid                     |
| 2   | Jaipur2           | 5    | 249      |                                                        | work allotment as per results of bid                     |
| 3   | Bikaner           | 6    | 264      |                                                        | work allotment as per results of bid                     |
| 4   | Udaipur           | 5    | 263      |                                                        | work allotment as per results of bid                     |
| 5   | Kota              | 4    | 215      |                                                        | work allotment as per results of bid                     |
| 6   | Jodhpur           | 5    | 238      |                                                        | work allotment as per results of bid                     |
| 7   | LHO Jaipur        | 1    |          | work allotment as per results of bid                   | work allotment as per results of bid                     |
|     |                   | 31   | 1488     |                                                        |                                                          |

For Clusters(Modules) (sr. No 1- 6), maximum 3 clusters of L1 vendor's choice will allowed to vendor in case of L1 in more than 3 Clusters in RA.

**Bidders to submit indicative commercial bids for each cluster .**

|    | <b>Situation I</b>                                                                                                                                                                | <b>Situation II</b>                                                                                                      |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|    | <b>Where one vendor is L1 in Reverse Auction for all or more than acceptable limit of clusters ( Sr. No 1 to 6)</b>                                                               | <b>Where L1 vendor are different for different clusters and no one vendors crosses the acceptable limit of clusters.</b> |
| a) | Maximum number of Clusters allowed given above. Clusters in excess of acceptable limit will be surrendered by L1 vendor and Bank will offer them to L2 vendors at L1 rates in RA. | The work allotment will be as per results of the RA( Reverse Auction).                                                   |
| b) | L1 may retain acceptable number of Clusters as per his own choice                                                                                                                 |                                                                                                                          |
| c) | In case L2 vendor does not accept, L3 vendors will be offered excess Clusters at L1 rates                                                                                         |                                                                                                                          |
| d) | In case L3 vendor also does not accept, L1 vendors may be allowed to keep all Clusters in which he is L1 irrespective of maximum acceptable quota mentioned above.                |                                                                                                                          |
| e) | There is no acceptable limit for Jaipur LHO Cluster. A single L1 vendor will be awarded contract                                                                                  |                                                                                                                          |

**Annexure 5.12****Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

| Sr.No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                      | Documents to be submitted                                                                                                                                                  |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The bidder must be an Indian firm/ company / organization registered under Companies Act.                                                                                                                                                                                                                                                                                                                                 | Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office                                                        |
| 2.     | The bidder must have an average turnover of minimum Rs. 5 Crore in the hardware maintenance and support business during past three financial year(s).                                                                                                                                                                                                                                                                     | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years                                                               |
| 3.     | The bidder should be profitable organization for at least once in last two financial years                                                                                                                                                                                                                                                                                                                                | Copy of the audited balance sheet and / or Certificate of the Chartered Accountant                                                                                         |
| 4.     | Bidder should have experience of minimum 3 years in providing corporate clients, Government / PSU / Banks in India with over 100 PCs (one cluster) as AMC vendor/Warranty service provider with minimum annual AMC payment receipts of at least Rs. 10.00 Lacs in the previous financial year and should have minimum 3 other clients with wide network of branches/offices, who are availing similar services from them. | Copy of the order and / or Certificate of completion of the work                                                                                                           |
| 5      | At least 3 Client references and contact details (email /landline /mobile) of customers for whom the Bidder has executed similar projects( Start and End Date of the Project to be mentioned) in the past                                                                                                                                                                                                                 | 1.<br>2.<br>3.                                                                                                                                                             |
| 6.     | Certification(s) available for AMC work                                                                                                                                                                                                                                                                                                                                                                                   | Copy of the Valid Certificate(s) to be provided                                                                                                                            |
| 7.     | Project Management Methodologies - The vendor must have a web based / telephonic call logging system for service complaints.                                                                                                                                                                                                                                                                                              | Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted ( How calls of similar nature have been handled in other projects) |
| 8.     | Deployment Methodologies                                                                                                                                                                                                                                                                                                                                                                                                  | Documents on deployment framework, tools, templates & utilities to be provided.                                                                                            |
| 9.     | DR Arrangement & support infrastructure                                                                                                                                                                                                                                                                                                                                                                                   | Document on DR arrangements/ support infrastructure to be provided                                                                                                         |
| 10.    | The Bidder existing presence in geographical area of Jaipur Circle.                                                                                                                                                                                                                                                                                                                                                       | Documentary evidence of presence with support set up in Jaipur Circle.                                                                                                     |
| 11.    | Whether the bidder is black listed by any PSU/Corporate/Banks                                                                                                                                                                                                                                                                                                                                                             | Reasons & present status                                                                                                                                                   |
| 12.    | Whether involved in litigation with any PSU/Corporate/Banks in past                                                                                                                                                                                                                                                                                                                                                       | Reasons & present status                                                                                                                                                   |
| 13     | Whether any dispute pending with any PSU/Corporate/Banks                                                                                                                                                                                                                                                                                                                                                                  | Reasons & present status                                                                                                                                                   |
| 14     | Security Deposit for Empanelment                                                                                                                                                                                                                                                                                                                                                                                          | Rs.50000/- in form of draft or BG                                                                                                                                          |

|    |                              |                                        |
|----|------------------------------|----------------------------------------|
| 15 | Earnest Money for AMC Tender | Rs10, 00,000/- in form of draft or BG. |
|----|------------------------------|----------------------------------------|

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

(Signature and seal of company to be put on both pages of Annexure )

## Annexure 5.13

**Vendor Evaluation Matrix**

| Sl.                                          | Item                                                                                                                                                                                                                                                                                                                              | Score          | Minimum Score                                                                                                                                                                                | Maximum Score |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| A                                            | <b>A listed company rendering AMC services with presence in entire area of operation.</b>                                                                                                                                                                                                                                         |                | Eligible without applying scoring matrix, subject to vendor not being blacklisted by GITC-Belapur /any other SBI entity/any Government / PSU. Documentary evidence & presentation mandatory. |               |
| <b>B Other than listed firms / companies</b> |                                                                                                                                                                                                                                                                                                                                   |                |                                                                                                                                                                                              |               |
| 1                                            | Year of commencement of business<br>Upto 3 years<br>> 3 and upto 5 years<br>> 5 years                                                                                                                                                                                                                                             | NIL<br>5<br>10 | 5                                                                                                                                                                                            | 10            |
| 2                                            | <b>Net Profit as per audited balance sheet and Profit &amp; Loss</b><br>Net profit in one of the last two financial years<br>Net profit in last two F.Y.                                                                                                                                                                          | 5<br>10        | 5                                                                                                                                                                                            | 10            |
| 3                                            | <b>Average Annual Turnover for previous two financial years towards direct sales in the hardware maintenance and support business</b><br>5 crores<br>10 crores<br>20 crores or more                                                                                                                                               | 5<br>10<br>15  | 5                                                                                                                                                                                            | 15            |
| 4                                            | <b>ISO accreditation</b><br>Accreditation in the last FY.<br>1 or more accreditations with at least one in the last F.Y.                                                                                                                                                                                                          | 3<br>5         | -                                                                                                                                                                                            | 5             |
| 5                                            | <b>Geographical presence with ability to resolve AMC call within 4-6 hours</b><br>In one module<br>In two modules<br>Entire Jaipur Circle                                                                                                                                                                                         | 5<br>10<br>15  | 5                                                                                                                                                                                            | 15            |
| 6                                            | <b>Existing Manpower support (Technicians / Engineers with experience in installation &amp; trouble shooting of networking, Oracle, Linux, Windows OS (all versions) and new computer technologies – supported by disclosures made to statutory authorities)</b><br>Upto 10 Engineers<br>11 to 20 Engineers<br>Above 20 Engineers | Nil<br>5<br>15 | 5                                                                                                                                                                                            | 15            |
| 7                                            | <b>AMC Payment receipts in previous financial year--</b><br>20 lacs<br>30 lacs<br>50 lacs or more                                                                                                                                                                                                                                 | 5<br>10<br>15  | 5                                                                                                                                                                                            | 15            |
| 8                                            | <b>Major AMCs taken up during the last 3 years – other than SBI and its associates (copy of agreement forms to be include in technical bid)</b><br>With MNC / PSU and major corporate upto 100 PC<br>With MNC/PSU/Corporates/BFSI above 100 PC<br>BFSI vertical (Minimum 20 branches)                                             | 5<br>10<br>15  | 5                                                                                                                                                                                            | 15            |
| 9                                            | <b>Existing satisfactory relationship with SBI/ex-Associates</b><br><br>Existing relationship with Ex- associates of SBI<br><br>Existing relationship with SBI in other circles                                                                                                                                                   | 10<br><br>15   | -                                                                                                                                                                                            | 15            |

**Please note that for eligibility in Technical evaluation, the bidders must score as per below :**

- The above criteria in 'A' is meant for listed company only (No Minimum score required )
- The above criteria from B1 to B9 are meant for other than listed firms / companies (Minimum score required 35)

**The Bidder should submit all documentary evidence to support the above eligibility with a presentation giving details of past experience & performance. The presentation should also explain how the scope of work as per this tender will be executed keeping in view:**

- I. Maintaining required uptime**
- II. Call resolving within timelines as per terms & conditions**
- III. Dedicated help desk for SBI project**
- IV. Allocation of experienced and qualified staff.**
- V. Business continuity plan for uninterrupted services at SBI.**

**Annexure 5.14**

#### **Bidder Details**

Details of the Bidder

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. Particulars of the Authorized Signatory of the Bidder
  - a. Name
  - b. Designation
  - c. Address
  - d. Phone Number (Landline)
  - e. Mobile Number
  - f. Fax Number
  - g. Email Address
7. The bidder should provide CV of Project Manager that demonstrates proven experience in executing projects similar in scope and complexity .

Signature and Seal of Company

**Annexure 5.15****NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at ----- between: \_\_\_\_\_ constituted under the \_\_\_\_\_ Act, \_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART; And

\_\_\_\_\_ (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. 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 installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation 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 own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing

Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) the statutory auditors of the Customer and

(2) regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) Unless otherwise mentioned in this agreement, 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.

(f) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### **3. Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

**a. Suspension of access privileges**

**b. Change of personnel assigned to the job**

**c. Financial liability for actual, consequential or incidental damages**

**d. Termination of contract**

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

### **4. Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be

retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at **Jaipur** and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

## 5. **Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_  
(month) (place)

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

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

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

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |



|           |  |  |
|-----------|--|--|
| Place     |  |  |
| Signature |  |  |

**Annexure 5.16**

## Notional Replacement Value of Hardware/software Items

| Sr No. | Item                                                     | Price    |
|--------|----------------------------------------------------------|----------|
| 1      | Server                                                   | 1,30,000 |
| 2      | Desktop / Node (with TFT, Mouse Keyborad)                | 35,000   |
| 3      | Laptop                                                   | 40,000   |
| 4      | Line Printer                                             | 1,55,000 |
| 5      | High Speed Dot Matrix Printer 136                        | 41000    |
| 6      | Draft/TDR Printer                                        | 9,500    |
| 7      | Passbook Printer                                         | 17,000   |
| 8      | Desktop Inkjet printer                                   | 6,500    |
| 9      | Desktop Laser Printer Mono                               | 6,500    |
| 10     | Desktop Laser Printer Mid Level                          | 9,000    |
| 11     | Laser Printer : Heavy Duty / High Speed / Multi Function | 16,000   |
| 12     | Flat Bed scanner                                         | 5,000    |
| 13     | High End Auto feed Scanner (any make)                    | 84,000   |
| 14     | Medium range Auto feed scanner                           | 37,000   |
| 15     | Windows Server 2003 / 2008 Standard Edition              | 27,000   |
| 16     | Microsoft Office any version                             | 18,000   |
| 17     | Layer2 manageable switch                                 | 20,000   |
| 18     | Layer-3 Manageable switch                                | 1,20,000 |
| 19     | Unmanaged switch – 24 port                               | 4000     |
| 20     | Unmanaged switch – 16 port                               | 3000     |
| 21     | Unmanaged switch – 8 port                                | 1800     |
|        |                                                          |          |
| 22     | ADS Server                                               | 48000    |
| 23     | Dell rack Server                                         | 268515   |
| 24     | 8 Port KVM Switch                                        | 15000    |
| 25     | 42" Standard Dell Rack with 15"Foldable Dell TFT Monitor | 170000   |
| 26     | Wipro make Type-1 rack server                            | 369903   |
| 27     | Wipro make Type-2 rack server                            | 501830   |
| 28     | Fortigate Firewall                                       | 550000   |
| 29     | E-Circular server                                        | 782453   |
| 30     | BMDARS rack server                                       | 1222225  |
| 31     | EDMS rack Server                                         | 327000   |
| 32     | Intranet Server                                          | 409059   |
| 33     | MIS web server                                           | 409059   |
|        |                                                          |          |
|        |                                                          |          |
|        |                                                          |          |
|        |                                                          |          |

**ANNEXURE 5.17****Details of indicative quantity of computer Hardware and minimum resident engineers per Clusters.**

| sno | Clusters (Module) | RBOs | Branches | Minimum Engineers including Team Leader |
|-----|-------------------|------|----------|-----------------------------------------|
| 1   | Jaipur-1          | 5    | 259      | 12                                      |
| 2   | Jaipur2           | 5    | 249      | 12                                      |
| 3   | Bikaner           | 6    | 264      | 14                                      |
| 4   | Udaipur           | 5    | 263      | 12                                      |
| 5   | Kota              | 4    | 215      | 10                                      |
| 6   | Jodhpur           | 5    | 238      | 12                                      |
| 7   | Jaipur LHO        |      |          | 6                                       |
|     |                   | 31   | 1488     |                                         |

| Particulars              | AO1,Jaipur | AO2, Jaipur | AO3, Bikaner | AO4, Udaipur | AO5, Kota | AO6,jodhpur | Jaipur LHO |
|--------------------------|------------|-------------|--------------|--------------|-----------|-------------|------------|
| <b>SERVER</b>            | 302        | 265         | 271          | 270          | 236       | 243         | 10         |
| <b>DESKTOP</b>           | 2913       | 1908        | 1991         | 1650         | 1906      | 1907        | 450        |
| <b>DMP</b>               | 295        | 275         | 278          | 241          | 262       | 264         | 2          |
| <b>HighSpeedPrinters</b> | 21         | 19          | 66           | 49           | 5         | 70          | 1          |
| <b>Passbook</b>          | 399        | 400         | 401          | 425          | 327       | 405         | 0          |
| <b>Line Printers</b>     | 10         | 15          | 10           | 20           | 15        | 20          | 1          |
| <b>Scanner</b>           | 230        | 132         | 150          | 220          | 242       | 163         | 8          |
| <b>Laser</b>             | 919        | 540         | 663          | 491          | 494       | 535         | 120        |
| <b>MFD Laser printer</b> | 210        | 80          | 120          | 130          | 207       | 100         | 86         |

**Details of H/W at LHO Data Centre, Jaipur**

|    |                                                          |   |
|----|----------------------------------------------------------|---|
| 1  | ADS Server                                               | 2 |
| 2  | Dell rack Server                                         | 1 |
| 3  | 8 Port KVM Switch                                        | 2 |
| 4  | 42" Standard Dell Rack with 15"Foldable Dell TFT Monitor | 2 |
| 5  | Wipro make Type-1 rack server                            | 3 |
| 6  | Wipro make Type-2 rack server                            | 2 |
| 7  | Fortigate Firewall                                       | 2 |
| 8  | E-Circular server                                        | 1 |
| 9  | BMDARS rack server                                       | 1 |
| 10 | EDMS rack Server                                         | 1 |
| 11 | Intranet Server                                          | 1 |
| 12 | MIS web server                                           | 1 |

## ANNEXURE 5.18

### AGREEMENT

This agreement is for maintenance of computer hardware, software & peripherals and other electronic equipment at various branches/offices under the ----- (herein after referred to as 'Agreement') made on \_\_\_\_\_ day of ----, 2017 .

Between

STATE BANK OF INDIA incorporated under the State Bank of India Act, 1955 & having its Local Head Office at Jaipur (hereinafter called SBI) Which expression shall include its successors and assignees through Shri....., Chief Manager (GB) (herein after referred to as "**BANK**" or "**SBI**") which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

-----, incorporated under the Companies Act, 1956 having its Registered office at ----- (through its authorized signatory) hereinafter referred to as ----- (Name of the Company) or "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successors, executor & permitted assigns of the Second Part.

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

### RECITALS

#### WHEREAS

- i. The Bank is desirous of availing services of M/s -----for repair and maintenance for Computer hardware, software and peripherals (hereinafter collectively referred to as 'EQUIPMENT') installed at various branches and offices of BANK, as per list given in Annexure –B falling in ----- Cluster (hereinafter called the 'SITE') as per the RFP (**Ref: ITS-JAI/AMC:2017-18/ 1---** dated: --/--/2017) at the rates enumerated in Annexure-A.
- ii. M/s \_\_\_\_\_ has emerged as the shortlisted (L-1) service provider based on the reverse auction conducted on – <DD/MM/YYYY>, as per the RFP terms and as per response and subsequent clarification submitted by M/s \_\_\_\_\_ and accepted by the Bank.
- iii. The Service Provider has agreed to provide the services as may be required by the Bank and as agreed hereunder.

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

#### 1 DEFINITIONS & INTERPRETATIONS

- i. "**Capitalised Terms**": The following capitalised terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:
- ii. "**The Bank**" means State Bank of India, its Associate, Subsidiaries and Joint Ventures located in India.
- iii. "**Agreement**" means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

- iv. "RFP" means RFP (Ref: ITS-JAI/AMC:2017-18/1: dated: DD/MM/YYYY) issued by SBI for ----  
-----.
- v. "**The Equipment**" means all the hardware / software and / or services for which the Service Provider is required to provide comprehensive maintenance services to the Bank under the Contract;
- vi. "The Services" means Maintenance of hardware and other such obligations of the vendor at STATE BANK OF INDIA, (CLUSTER NAME) as per tender till the validity of contract and any other incidental services and other obligations of the Service
- vii. "The Project" means maintenance of computer hardware / software & services at Branches/offices under (CLUSTER NAME) .
- viii. "The Project Site" means Branches/offices of the State Bank of India under (Cluster name) where the maintenance services are to be provided.
- ix. "AMC" means Annual Maintenance Contract.

#### Interpretations:

- i. 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).
- ii. The singular includes the plural and vice verse.
- iii. Reference to any gender includes each other gender.
- iv. 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.
- v. The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- vi. 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.
- vii. 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.
- viii. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

## 2. COMMENCEMENT & TERM

- i. This Agreement shall commence from its date of execution mentioned above w.e.f. --,Month, YYYY (**Effective Date**).
- ii. This Agreement shall be in force for a period of one (1) year, unless terminated by either party by notice in writing in accordance with the termination clauses of this Agreement. This Agreement shall also be in force for a period AMC, if extended after one years of the agreement. However, the service Provider shall continue performance of the contract during the notice period.
- iii. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of one years on the same rates and or more years on the mutually agreed terms and conditions after one year .
- iv. The Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term, unless terminated earlier in accordance with this Agreement

**3. SCOPE OF SERVICES:**

The scope and nature of the work which the Service Provider has to provide to the Bank (Services) are as per the annexure – “C”.

**4. REPRESENTATIONS AND WARRANTIES**

Each of the Parties represents and warrants in relation to itself to the other that:

- i. 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.
- ii. 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.
- iii. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its Service Providers/OEM, Service Providers, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- iv. It will provide such cooperation as the other Party reasonably expects/requests in order to give full effect to the provisions of this Agreement.
- v. 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.

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

- i. The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with agreed scope of work specified in RFP dated < DD/MM/YYYY> under Reference No ITS-JAI/AMC:2017-18/1: and subsequent corrigendum and subsequent clarifications. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- ii. 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.
- iii. The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- iv. The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check and ensure their suitability for such engagement.
- vi. The Service Provider shall comply with applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required.
- vii. Service Provider shall be responsible for all issues relating to labour, maintenance (preventive and corrective) in connection with the repair/replacement of the components/ software or any component/ part there under, which, under normal and proper use and maintenance thereof.

**5. RESPONSIBILITIES OF THE SERVICE PROVIDER**

The Service Provider has to perform services as per the RFP (Ref: ITS-JAI/AMC:2017-18/1 DATED -----) and subsequent clarifications which are specified in this Agreement as annexure –“C”.

**6. CONFIDENTIALITY**

- i. For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral ( which is confirmed in writing fifteen days of such oral disclosure ), 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 for which 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.
- ii. In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.
  - e. 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.
  - f. 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.

- g. 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.
- iii. The Service Provider shall not, without the Bank's prior written consent, which may be extended at the discretion of the Bank, , 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.
  - a. The Service Provider shall not, without the Bank's prior written consent, which may not unreasonably be withheld, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
  - b. 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.
  - c. The obligations set out in this agreement shall continue for a period of AMC from the date of disclosure. 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.
  - d. Either party agrees to indemnify and hereby keep the other party 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 it or its employees, agents, representatives, Sub-Contractors.

## **7. RELATIONSHIP BETWEEN THE PARTIES.**

- a. 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.
- b. Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- c. 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.
- d. 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.
- e. 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.

## **8. SUB-CONTRACTING**

- a. No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- b. The Service Provider agrees to obtain prior approval/consent of the Bank for the use of subcontractors by the Service Provider for any part of the Services, which consent/ approval may be granted at the discretion of the Bank. However Service Provider shall be liable for any delay in execution of contract if such approval/consent is denied.



- c. Subject to above, before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.
- d. In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.
- e. Notwithstanding approval of the Bank for sub contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- f. In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

## 9. PATENT RIGHTS/INTELLECTUAL PROPERTY RIGHTS :

(a) In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India (delivered as a part of the contract), the Service Provider shall act expeditiously to extinguish such claim. If the Service Provider fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Service Provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Service Provider of such claim, if it is made, without delay.

(b) **For the System & other Software, the following will apply:** The Service Provider shall explicitly absolve the Bank of any responsibility / liability for use of system / application software delivered as a part of the contract, (i.e. the Service Provider shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

## 10. NON SOLICITATION:

Each party agree that during the term of this contract neither party shall, directly or indirectly, solicit for hire or knowingly hire or retain the personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.

## 11. LIMITATION OF LIABILITY:

Under no circumstances shall either party be liable for indirect, incidental, consequential, special or exemplary damages from termination of this Agreement, even if the party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. The aggregate liability of either party under this agreement shall not exceed the total value of this contract.

## 12. PERFORMANCE GUARANTEE & PENALTY OF SERVICES

- a) Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement as per Appendix "C".
- b) The Service Provider has to furnish a performance guarantee equivalent to Rs ----- lacs (10% of the value of the contract) from a Scheduled Commercial Bank other than State Bank of India at <Cluster Name> (format as per the RFP) valid for the period of AMC tenure plus three month i.e. 15 months, which shall be forfeited if the services are terminated abruptly by Service Provider or any such deviation Bank decides to forfeit the security. Further, unpaid AMC charges, if any, will also not be paid in these circumstances. In case of no punitive action against the Service Provider, the Security Deposit will be

refunded after a period of 15 months or on settlement of any claim against the Service Provider, whichever is later.

- c) Performance of the obligations under the Agreement shall be made by the Service Provider as specified in the this Agreement.
- d) 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 as specified in the Termination clause herein.
- e) If at any time during performance of the Services under the Agreement, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance.
- f) The Service Provider shall be liable to pay penalty as per the Annexure "C".

### **13 FORCE MAJEURE**

- (a) Notwithstanding the provisions of TERMS AND CONDITIONS OF CONTRACT (TCC), the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (c) If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **14 COMPLIANCE WITH LAWS.**

- i. 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.
- ii. 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, Payment of 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. 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.

## **15 RIGHT TO AUDIT**

- i. 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. The Bank shall ensure that such external auditors, or by agents appointed to act on its behalf are not competitors of the Service Provider.
- ii. It is agreed that the Bank shall have the access to all books, records and information (other than financial information) relevant to the Services provided by the Service Provider under this Agreement.
- iii. 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.
- iv. The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- v. 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.  
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.
- vi. 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.
- vii. The Service Provider agrees that the Complaints/feedback, if any received from the Branches/Offices 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.
- viii. The Bank shall comply with all security and confidentiality policies of the Service provider.

## **16 FEES, TAXES DUTIES & PAYMENTS**

Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

- a. Payment shall be made in Indian Rupees.
- b. Payment of AMC will be made quarterly in arrear within 30 days after the receipt of Invoice after the deduction of penalty charges, if any, imposed by the Bank.
- c. Service Tax/GCT Applicable to be mentioned separately.
- d. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

## **17 GENERAL INDEMNITY**

- i. 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.
- ii. Service Provider 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.
  - iii. 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.
  - iv. The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product supplied by the service provider under this Agreement, subject to the following condition(s):
    - i. The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
    - ii. The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;
    - iii. Service Provider the right to have sole control over the defense and settlement negotiations
    - iv. Bank reasonably cooperate with the Service Provider in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations

## 18 TERMINATION

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, with written notice of not less than 90 (Ninety) days sent to the Service Provider to terminate the Agreement in whole or in part:
  - a. if the Service Provider fails to perform the services as specified in the Agreement and/or the RFP, or any extension thereof granted by the Bank;
  - b. if the Service Provider materially fails to perform any other obligation(s) under the Agreement and does not remedy the same within the remedy period;

However, the Service Provider shall continue performance of the Contract during the notice period.
- ii. The Bank shall have a right to terminate the Agreement by giving a 90 days prior written notice in writing to Service Provider in the following eventualities :
  - a. If the Service Provider becomes Bankrupt or otherwise insolvent i.e. 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.
  - b. 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.
  - c. If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
  - d. 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.

- e. 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.
- f. If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India.

In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

- iii. 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.
- iv. 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 State Bank Group and Indian Bank's Association.
- v. 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. All such costs shall be borne by the Bank.
- vi. The Bank, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The written notice of termination shall be provided thirty (90) days prior to the Service Provider and shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- vii. Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
  - a. such rights and obligations as may have accrued on the date of termination or expiration;
  - b. the obligation of confidentiality; and
  - c. any right which a Party may have under the Applicable Law.

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

- i. 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.
- ii. The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.
  - a. 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 on mutually agreed terms and conditions including consideration 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.
  - b. In the event of failure of the Service Provider to render the Service, with out prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source,

## **20 ARBITRATION**

The Bank and the Service Provider shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank and the Service Provider have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

- i. 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. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Bank and the Service Provider. The third Arbitrator shall be chosen by mutual discussion between the Bank and the Service Provider. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties. 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.
- ii. The place of arbitration shall be at **Jaipur** and the language of the arbitration proceedings and that of all documents and communications between the parties 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.

- iii. 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.
- iv. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- v. 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.

## **21 GOVERNING LAW & JURISDICTION**

The Agreement /Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts in **Jaipur** in connection with any dispute between the Parties under the Agreement /Contract.

## **22 ENTIRE AGREEMENT**

- i. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- ii. This Agreement comprises of the following Appendices/ Addendums/ Corrigendums/ Annexure/ Schedules which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:
  - a. Agreement
  - b. Annexure A - Rates approved for AMC charges
  - c. Annexure B – List of Branches/offices with Hardware inventory
  - d. Annexure C -SLA Terms & Conditions for Hardware, Peripherals, Maintenance Services
- iii. If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:
  - i. Agreement
  - ii. REQUEST FOR PROPOSAL FOR ----- (ref : ITS-JAI/AMC:2017-18/1 dated -----)

**23 SEVERABILITY**

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.

**24 NOTICES**

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).

- i. A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- ii. Address for communication to the Parties are as under:

**If to < Vendor >:**

**< Address>**

**If to the Bank:**

**Asstt. General Manager (ITS)  
State bank of India, IT Services Department  
LHO, 1st Floor  
Tilak Marg ,C-Scheme  
Jaipur-302005**

**25 MISCELLANEOUS**

- i. 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 the case of a waiver, by the Party against whom the waiver is to be effective.
- ii. 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.
- iii. 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.
- iv. Binding Provisions: The representations, warranties, covenants and agreements contained herein shall be binding upon and inure as applicable to the benefit of and shall be binding upon the executors, administrators, successors in interest and permitted assigns of the respective parties hereto.
- v. Counterparts: This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties hereto.



- vi. **Section Titles:** Section titles are for descriptive purposes only and shall not affect, control or alter the meaning of this Agreement as set forth in the text. Any reference to clause and sub-clause shall mean clauses and sub-clauses to this Agreement.
- vii. 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.
- viii. The Service provider is bound and answerable for compliance of terms and obligations under the Agreement notwithstanding any change in its Legal status / constitution whether by way of amalgamation, merger, demerger, takeover, insolvency, nationalization or otherwise, howsoever, either by operation of law or by act of parties, but shall remain in full force and be valid and enforceable against the service provider including the entities which shall come into existence upon such change or constitution as if they were the parties to these presents since its inception till full discharge of all the obligations under these presents or termination of contract, whichever is later.
- ix. 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.
- If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
  - Neither Party shall assign or transfer all or any of its rights, benefits or obligations under this Agreement without the written approval of the other party, where such approval rejection shall not be unreasonably be withheld. Neither part shall use any the name, trademark, copy rights or other proprietary rights of the other in any advertisement or publicity materials or any other written communication with regards to this Agreement with any other party, without the prior written consent of the other Party, which consent rejection shall not be unreasonably withheld or delayed. Service Provider shall be entitled to use the name (and the logo, if any, associated with the name) of the Bank, in its Customer lists, any sales, marketing or promotional material or presentation, to identify the Bank as one of Supplier's Customers for the products and services hereunder, and provide for a marketing reference.
  - Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement or any Statement of Work hereunder, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement or a Statement of Work by the other Party.

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.

| <b>STATE BANK OF INDIA</b> | <b>(VENDOR NAME)</b>   |
|----------------------------|------------------------|
| Signature:                 | Signature:             |
| Name:                      | Name:                  |
| Title:                     | Title:                 |
| Date:                      | Date:                  |
| <b>In Presence of:</b>     | <b>In Presence of:</b> |
| <b>Witness 1:</b>          | <b>Witness 1:</b>      |
| Signature:                 | Signature:             |
| Name:                      | Name:                  |
| Title:                     | Title:                 |

|                                                    |                                                    |
|----------------------------------------------------|----------------------------------------------------|
| <b>Witness 2:</b><br>Signature:<br>Name:<br>Title: | <b>Witness 2:</b><br>Signature:<br>Name:<br>Title: |
|----------------------------------------------------|----------------------------------------------------|

Annexure- "A"

< Rate details >

#Including all taxes but excluding applicable service tax/GST which is payable extra

Annexure- "B"

(List of Branches/offices with HW inventory)

Any other Branch/Office opened in future will be deemed to be included in the respective cluster.

**ANNEXURE – C**

**Annexure 5.3 SLA Terms & Conditions for Hardware,  
Peripherals, Maintenance Services**