

**REQUEST FOR PROPOSAL (RFP) NOTIFICATION FOR**

**ANNUAL MAINTENANCE CONTRACT (AMC)  
OF IT HARDWARE OF STATE BANK OF INDIA  
AT K.G.ROAD COMPLEX, MYSORE BANK CIRCLE, BANGALORE  
FOR A PERIOD OF 12 MONTHS**

**PART 1: INVITATION TO TECHNICAL & FINANCIAL BID**

State Bank of India (hereinafter referred to as SBI / the Bank) is having its Corporate Centre at Mumbai and other offices (LHOs, RBOs, AOs etc.) in various cities across the country.

In order to meet the requirements of maintenance of its IT hardware assets at **State Bank of India offices at K.G.Road complex, Mysore Bank Circle, Bangalore** and any other offices which may come up during the period of AMC in the same complex, in Bangalore, the Bank proposes to invite RFP from vendors (hereinafter referred to as "Bidder") to undertake Annual Maintenance Contract of IT Hardware as per details listed out in this document.

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website [www.sbi.co.in](http://www.sbi.co.in) and the bid should be submitted to the office of:

The Asst. General Manager (ITS)  
STATE BANK OF INDIA  
ITS DEPARTMENT,  
LOCAL HEAD OFFICE,  
65, St. MARKS ROAD  
BANGALORE 560001

- ❖ 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 (EMD)** 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 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

Bid Document Availability	Bid document can be downloaded from website from <b>1st July 2019 (From 10.00 A.M.) To 5<sup>th</sup> July 2019 (Up to 5 P.M.)</b> .
Last date for downloading tender documents from website	<b>5<sup>th</sup> July 2019 (up to 5 PM)</b>
Last date for requesting clarifications (optional)	<b>6<sup>th</sup> July 2019 Up to 5.00 P.M.</b> All communications regarding points / queries requiring clarifications shall be given in writing to AGM (ITS) SBI, LHO Bangalore or by e-mail to ( <a href="mailto:agmits.lhoban@sbi.co.in">agmits.lhoban@sbi.co.in</a> )
Pre-bid meeting with prospective bidders.	<b>At 3.00 pm on 08.07.2019 at LHO Bangalore</b>
Clarifications to queries raised at pre-bid meeting to be provided.	<b>On or before 10.07.2019 up to 5 PM</b>
Last Date for Submission Of Tender	<b>12.07.2019 before 5.00 pm</b>
Date of Opening of Technical and Financial Bid	<b>15.07.2019 at 3.00 P.M. at SBI LHO Bangalore</b> 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 vendor's representatives.
Finalization of Empanelment	20 <sup>th</sup> July 2019 to such bidders who qualify in the Technical Bid
The quotes are to be submitted in two separate sealed covers super scribing 1. "AMC IT HW- SBI Bangalore Circle <b>K.G.ROAD COMPLEX</b> –Technical Bid". 2. "AMC IT HW- SBI Bangalore Circle <b>K.G.ROAD COMPLEX</b> – Financial Bid".	

ITS Department  
**State Bank of India**  
**Local Head Office**  
**Bangalore**

## **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 by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

### **PART-3: INSTRUCTIONS FOR Bidders (IFB)**

#### **A. INTRODUCTION**

##### **3.1 Broad Scope of Work:**

**3.1.1** Repair and maintenance services (Annual Maintenance Contract – AMC) of computers and IT Hardware and its related system software upgrade and support at **K.G.Road complex, Mysore Bank Circle, Bangalore .**

**3.1.2** Indicative hardware deployed at these locations is given below.

<b>Sl. No.</b>	<b>Particulars</b>
1	<b>Servers</b>
2	Workstations (desktops)
3	All in One desktops
4	Laptops
5	High speed dot matrix printers (24 PIN 136 col)
6	Laser printers entry level Mono
7	Network Laserjet Printers Mid Level and Heavy Duty Mono
8	Multi function Printers Mid level MFD

For actual assessment of the hardware and the quantity vendors can take actual inventory of the hardware deployed at these locations. The inventory can be taken from 04.07.2019 to 06.07.2019 between 10.30 A.M. to 1.30 P.M.

##### **3.2 Eligibility Criteria**

###### **a) Technical Bid:**

**3.2.1** The tender is open to all vendors. Technical bids will be opened first and evaluated based on the evaluation criteria prescribed in Annexure 5.2. For qualifying in technical bid the vendors have to obtain a total score of at least 40 apart from qualifying under 'minimum score' criteria set out under each 'item' of Annexure 5.2.

**3.2.2** Vendors should submit all the documents duly completed in all respects, as listed in item no. 3.6.1.

###### **b) Financial Bid:**

**3.2.3** **The vendors who qualify in technical bid will be eligible for empanelment for a period of 3 years.** Financial bids of those vendors who qualify in technical bid only will be considered for further evaluation.

**3.2.4** **Cost of Bidding :** The Bidder shall bear all costs associated with the preparation and submission of 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**

### **3.3 Documents constituting the Bid**

#### **3.3.1 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 - SLA Terms & conditions, Bid Forms, Price Schedules and other forms

3.3.2 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.

### **3.4 Clarification / Amendment of Bidding Document**

3.4.1 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 Dates as mentioned in schedule of events.

3.4.2 A **pre-bid meeting** is scheduled on 8<sup>th</sup> July 2019 at 3.00 pm.

3.4.3 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.

3.4.4 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.

3.4.5 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.

3.4.6 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.

3.4.7 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.

## **C. PREPARATION OF BIDS**

### **3.5 Language of Bid**

3.5.1 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.

### **3.6 Documents Comprising the Bid**

3.6.1 Documents comprising the **Technical Proposal Envelope**, should contain following:

- 5.1 Bid Forms
- 5.2 Vendor evaluation format
- 5.3 SLA Terms & Conditions for maintenance of service
- 5.4 EMD Bank Guarantee or DD as the case may be
- 5.5 Annexure A, B, C, D & E - 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).

3.6.2 While submitting the Technical Bid, literature on the software / 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.

3.6.3 **Technical Bid not containing as stated in 3.6.1 and 3.6.2 above will be rejected.**

3.6.4 **The Technical Bid should NOT contain any price information. Such Bid, if received, will be rejected.**

3.6.5 Envelope for Financial Bid, should contain **Annexure B – with Lumpsum AMC cost for maintenance of hardware. Finalization of empanelment is done on basis of lowest rate quote (L1)**

### **3.7 Bid Form**

3.7.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Financial bid) is received.

### **3.8 Bid Prices**

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

3.8.2 Prices quoted should be inclusive of all taxes except GST

3.8.3 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 Earnest Money Deposit (EMD)**

3.9.1 The Bidder shall furnish, as part of its Bid, an EMD of **Rs.2,00,000/- (Rupees Two lakhs only).**

3.9.2 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

3.9.3 The EMD shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee as per Annexure 5.4, valid for a period of 180 days **OR in the form of a DD**, issued by a Scheduled Commercial Bank in India, other than State Bank of India, **drawn in favour of State Bank of India payable at Bangalore** .

3.9.4 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

3.9.5 The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalisation.

3.9.6 The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the **Performance Bank Guarantee (PBG)** as per Annexure for an amount of **Rs. 5,00,000/- lacs (Rs. Five lacs only) as per format in Annexure 5.5**. The PBG will be for the period of the contract with claim period of 12 months (1 year) after date of expiry of PBG .

3.9.7 **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 makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; **or**
- c) in the case of a successful Bidder, if the Bidder fails;
  - (i) to sign the Contract; **or**
  - (ii) to furnish Performance Bank Guarantee

### **3.10 Period of Validity of Bids**

3.10.1 **Bids shall remain valid for a period of 12 months from the date of opening** of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.10.2 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.

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

### **3.11 Format and Signing of Bid**

3.11.1 Each bid shall be in two parts: -

**Part I- Technical Bid.** (as per clause 3.6.1 above)

**Part II- Financial Bid.** (as per clause 3.6.5 above)

The two parts should be in two separate sealed NON-WINDOW envelopes, each superscribed with **"AMC IT HW- SBI Bangalore Circle – K.G.Road complex - Technical Bid"** and **"AMC IT HW- SBI Bangalore Circle K.G.Road complex - Financial Bid"** as the case may be.

- 3.11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- 3.11.3 Any inter-lineations, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

#### **D. SUBMISSION OF BIDS**

##### **3.12 Sealing and Marking of Bids**

- 3.12.1 The Bidders' shall seal the NON-WINDOW envelopes containing one copy of **"Technical Bid"** and one copy of **"Financial Bid"** separately and the two NON-WINDOW envelopes shall be **enclosed and sealed in an outer NON-WINDOW envelope**.
- 3.12.2 The inner envelopes shall be addressed to the Bank at the address given in Part-I above.
- 3.12.3 The outer envelope should:
- a) be addressed to the Bank at the address given in Part-I ; and
  - b) Super scribed as **"AMC IT HW- SBI Bangalore Circle - K.G.Road complex"**
- 3.12.3 All envelopes should indicate the name and address of the Bidder on the cover.
- 3.12.4 If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

##### **3.13 Deadline for Submission of Bids**

- 3.13.1 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.
- 3.13.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 3.13.3 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.

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

##### **3.15 Modification and Withdrawal of Bids**

- 3.15.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 3.15.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.



- 3.15.3 No Bid may be modified after the deadline for submission of Bids.
- 3.15.4 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**

**3.16 Opening of Technical Bids by the Bank**

- 3.16.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details, at the discretion of the Bank, will be announced at the time of technical Bid opening.
- 3.16.1 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.

**3.17 Preliminary Examination**

- 3.17.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 3.17.1 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.
- 3.17.2 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.17.3 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.

**3.18 Technical Evaluation**

- 3.18.1 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 which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- 3.18.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including verification of documents relating to KYC (Know Your Customer) and visit to vendor's office.
- 3.18.3 Bank will evaluate the technical and functional specification of all the equipments quoted by the Bidder.
- 3.18.4 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 instance of the bidder shall be entertained.

### **3.19 Evaluation of Financial Bids and Finalisation**

3.19.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via sealed quotations submitted by vendors.

3.19.2 **The L1 status will be determined by reckoning the lowest quoted price stated in Annexure B. A single total sum has to be quoted, for all the locations together mentioned in Annexure B.**

3.19.3 Arithmetic errors, if any, in the price breakup format will be rectified as under :

- (a) 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.

### **3.20 Contacting the Bank**

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

3.20.2 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.

### **3.21 Award Criteria**

3.21.1 The Bank will award the Contract to the successful Bidder/s who has/have been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

**3.22 Bank's right To Accept Any Bid and to reject any or All Bids :** The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or be under any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

### **3.23 Notification of Award**

3.24.1 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.

3.24.2 The notification of award will constitute the formation of the Contract. The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

3.24.3 Upon notification of award to the L1 Bidder, the Bank will discharge EMDs of the unsuccessful bidders.

**3.25 Performance Bank Guarantee: Performance Bank Guarantee for Rs. 5,00,000/- (Rs. Five lacs only)** in the format as per **Annexure 5.5** to be submitted by the successful Bidder for a period of 12 months from a Scheduled Commercial Bank other than SBI or its associates within a week of receipt of formal communication from the Bank about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantee .

### 3.26 **Signing of Contract :**

- 3.26.1 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.
- 3.26.2 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the contract or both if the Bidder/s fails to meet the terms of this RFP or contracts entered into with them.

### 3.27 **Miscellaneous**

- 3.27.1 Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.
- 3.27.2 Bank at its sole discretion under mutual agreement may chose to renew the AMC contract on the same terms and conditions for a further period of 12 months from the date of expiry of the present contract.

## **PART - 4 TERMS AND CONDITIONS OF AMC (TCC)**

**4.1 Definitions:** In this Contract, the following terms shall be interpreted as indicated:

- 4.1.1 **"The Bank"** means State Bank of India, Subsidiaries and Joint Ventures located in 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 **"Vendor"** is the successful Bidder whose technical bid has been accepted and whose price as per the Financial bid is the lowest and to whom notification of award has been given by Bank.
- 4.1.4 **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 4.1.5 **"The Equipment"** means all the hardware / software and / or services which the Vendor is required to maintain under the Contract;
- 4.1.6 **"The Services"** means maintenance of hardware and other such obligations of the Vendor covered under the Contract;
- 4.1.7 **"TCC"** means the Terms and Conditions of Contract contained in this section;
- 4.1.8 **"The Project"** means maintenance of computer hardware services for a period of 12 months.
- 4.1.9 **"The Project Site"** means **State Bank of India offices at K.G.Road complex, Mysore Bank Circle, Bangalore** of the State Bank of India where the equipment is to be maintained.

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 Payment Terms**

4.2.1 Payment shall be made in Indian Rupees quarterly, in arrears.

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

## **4.4 Termination for Default**

4.4.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; **Or**

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

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

## **4.5 Force Majeure**

4.5.1 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.

4.5.2 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 in sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.5.3 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.

**4.6 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 such an 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.

**4.7 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.

#### **4.8 Resolution of Disputes :**

- 4.8.1 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.
- 4.8.2 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.
- 4.8.3 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 Bank 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 Bangalore, 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;

**4.9 Governing Language :** The governing language shall be English.

**4.10 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 Mumbai.

#### **4.11 Addresses for Notices**

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

Bank's address for notice purposes:

The Asst. General Manager (ITS)  
STATE BANK OF INDIA, ITS DEPARTMENT, LOCAL HEAD OFFICE,  
65, St. MARKS ROAD, BANGALORE 560001

**Vendor's address for notice purposes:** **VENDOR SHOULD FURNISH THE ADDRESS HERE BEFORE SUBMITTING THE BID**

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

#### **4.12 Taxes and Duties**

- 4.12.1 The Vendor will be entirely responsible for all applicable taxes like Central / State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, road permits, service tax, etc. in connection with delivery of products and services at site including incidental services and commissioning. GST component shall be borne by the Bank.
- 4.12.2 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 Financial bid by the Vendor shall include all such taxes in the contract price.
- 4.12.3 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.
- 4.12.4 The Vendor's staff, personnel and labor 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.

#### **4.13 Vendor's obligations**

- 4.13.1 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.
- 4.13.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where services are to be rendered.
- 4.13.3 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 implementation activities.
- 4.13.4 The Vendor will abide by the job safety measures prevalent in India and comply with all statutory obligations in this regard. The vendor 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.
- 4.13.5 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- 4.13.6 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.

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**PART 5 : BID FORM, PRICE SCHEDULES  
AND OTHER FORMATS**

**INDEX**

**ANNEXURE NUMBERS**

- 5.1 Bid Forms
- 5.2 Vendor evaluation format
- 5.3 SLA Terms & Conditions for maintenance of service
- 5.4 EMD Bank Guarantee
- 5.5 Performance Bank Guarantee
- A Company Profile Form
- B Cluster Details
- C List of hardware
- D List of engineers identified at each location
- E Hardware call report

**BID FORM (TECHNICAL BID)**  
**(to be included in Technical Bid Envelope)**

Date: \_\_\_\_\_

To:

The Asst. General Manager (ITS)  
 STATE BANK OF INDIA  
 ITS DEPARTMENT  
 LOCAL HEAD OFFICE  
 65, St. MARKS ROAD  
 BANGALORE 560001

Dear Sir,

**Ref: Tender No: ITS/AMC IT HW- K.G. Road Complex / 3 dated 01.07.2019**

~~~~~

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 C**, as per the terms and conditions spelt out in the RFP. We shall participate and submit the Financial bid in a sealed cover, on or before the date mentioned in schedule of events. We confirm that all the terms & conditions mentioned in the RFP Document are acceptable to us.

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.
- Quotes submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The quotes submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- We hereby certify that no terms and conditions have been stipulated in Financial Bids.

3. If our offer is accepted, we undertake to complete the formalities for maintenance of hardware equipment for a period of 12 months.

***4. We agree to abide by the Bid and the rates quoted therein for the maintenance of hardware 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 ..... 2019

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*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

---

**Vendor Evaluation Criteria**

| Sl.                                 | Item                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Score          | Minimum Score                                                                                                     | Maximum Score |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------|---------------|
| 1                                   | A listed company rendering AMC services with presence in entire state of Karnataka.                                                                                                                                                                                                                                                                                                                                                                             |                | Eligible without applying scoring matrix, subject to vendor not being blacklisted by GITC-Belapur/ LHO Bangalore. |               |
| Other than listed firms / companies |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                                                                                                                   |               |
| 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                                   | Net Profit as per audited balance sheet and Profit & Loss<br>Net profit in one of the last two financial years<br>Net profit in the last two F.Y.                                                                                                                                                                                                                                                                                                               | 5<br>10        | 5                                                                                                                 | 10            |
| 3                                   | ISO accreditation in the relative field<br>Accreditation in the last FY.<br>1 or more accreditations with atleast one in the last F.Y.                                                                                                                                                                                                                                                                                                                          | 3<br>5         | -                                                                                                                 | 5             |
| 4                                   | Geographical presence<br>In one module<br>In two modules<br>Entire state of Karnataka                                                                                                                                                                                                                                                                                                                                                                           | 5<br>10<br>15  | 5                                                                                                                 | 15            |
| 5                                   | Technical support (Technicians / Engineers – supported by disclosures made to statutory authorities)<br>Upto 10 Engineers<br>11 to 20 Engineers<br>Above 20 Engineers                                                                                                                                                                                                                                                                                           | Nil<br>5<br>15 | 5                                                                                                                 | 15            |
| 6                                   | Major AMCs taken up during the last 3 years – other than SBI and its erstwhile associates (Original agreement forms to be produced at the time of technical bid opening)<br>With MNC / PSU and major corporate<br>BFSI vertical (Single rate contract for a minimum of 20 branches)<br>(Not applicable for vendors rendering AMC services to SBI)                                                                                                               | 10<br>15       | 10 *                                                                                                              | 15            |
| 7                                   | Existing satisfactory relationship with SBI<br>Vendors already on board providing AMC services to SBI LHO Bangalore during the current contract term will be automatically eligible for empanelment unless the services of such vendors are not satisfactory during the contract period as decided by the Bank at its sole discretion.<br>Existing relationship with associates of SBI through rate contract<br>Existing relationship with SBI in other circles | 10<br>15       | -                                                                                                                 | 10            |

**SLA Terms & Conditions for Maintenance Services**

**State Bank of India  
ITS Department, LHO, Bangalore.**

**AMC AGREEMENT**

This agreement for (maintenance of Computer Hardware, Software & peripherals and other IT assets mentioned in **Annexure -1** at **SBI Administrative Offices at K.G.Road complex, Mysore Bank Circle in Bangalore, Karnataka state** (hereinafter referred to as 'the Agreement') made on \_\_\_\_\_ day of \_\_\_\_\_ 2019..

**Between State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at **65 St. Marks Road, Bangalore 560001** and **Branches/Offices in Karnataka State**, through its **IT SERVICES** Department at **LOCAL HEAD OFFICE, 65 St. Marks Road, Bangalore 560001** hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part **AND M/s (Name of the Company)**

\_\_\_\_\_ incorporated under **the Companies Act 1956** Act having its registered office at \_\_\_\_\_

\_\_\_\_\_ and principal place of business at (Place/City) \_\_\_\_\_ and having main office in Bangalore at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successors, executor & permitted assigns of the Second Part.

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

**RECITALS****WHEREAS**

- (i) The Bank is desirous of availing services for repair and maintenance for the computer / electronic equipment viz., Hardware listed in Annexure-1, including Servers / Storages / PCs / Laptops / peripherals / printers / and software including OS, OS Patches Security patches / Advisories / ADS (Active Directory Services) hereto Computer Hardware, Software and peripherals (hereinafter collectively referred to as "EQUIPMENT") installed at **SBI Administrative Offices at K.G.Road Complex, Mysore Bank Circle in Bangalore** and such other offices which may come up in the said complex, during the period of AMC (hereinafter called the 'PROJECT SITE') as per Financial **Tender No: ITS/AMC IT HW- K.G. Road Complex /3** dated **01.07.2019**, at **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** (Exclusive of GST) on the replacement cost of the EQUIPMENT as amended from time to time, subject to the SBI paying charges to the COMPANY as per the terms and conditions in this agreement .
- (ii) The Service Provider has agreed to provide the services as may be required by the Bank
- (iii) **NOW THEREFORE**, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## 1 DEFINITIONS & INTERPRETATIONS

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

- 1.1.1 **"Agreement"** means this agreement including all its Annexure, Schedules, Appendix and all amendments there in agreed by the Parties in writing.
- 1.1.2 **"AMC"** means *Annual Maintenance Contract*.
- 1.1.3 **"Service"** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.
- 1.1.4 **"Service Provider"** is the successful Bidder whose Financial bid has been accepted and whose price as per the Financial bid is the lowest and to whom notification of award has been given by Bank.
- 1.1.5 **"The Project"** means maintenance of computer hardware / software & services at Branches/offices in Karnataka State
- 1.1.6 **"The Project Site"** means SBI Administrative Offices at K.G.Road Complex, Mysore Bank Circle in Bangalore of State Bank of India in Karnataka State where the maintenance services are to be provided.
- 1.1.7 **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.8 **"The Equipment"** means all the hardware/software and /or services for which the Service Provider is required to provide comprehensive maintenance services to the bank under the Contract.
- 1.1.9 **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

### 1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

## 2 COMMENCEMENT & TERM

2.1 This Agreement is effective from the **1st day of October, 2019** for a period of twelve (12) months **up to the 30th day of September, 2020**, unless there is intimation in writing from SBI to extend the contract and acceptance by the COMPANY, for a further period of 12 months on the same terms and conditions, the present agreement will be deemed to be terminated at the midnight of **30<sup>th</sup> September, 2020**. This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from **01.10.2019 (Effective Date)**.

2.2 This Agreement shall be in force for a period of ONE year(s), unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of ONE year on the same terms and conditions.

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

2.5 Upon termination or after expiration of this Agreement each party shall forthwith return all papers, material and other properties held by the parties to the contractor the purpose of execution of this Agreement. In addition, each party shall assist the other party in the orderly termination of this Agreement on the transfer of all aspects thereof, tangible and intangible, as may be necessary, for an orderly, business continuation of parties to the contract, without causing any disruption in their working.

2.6 Individual items of EQUIPMENT, and repair and maintenance service charge on such EQUIPMENT, may be added to or withdrawn from Annexure-1 of this Agreement by mutual written consent of both parties, PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of equipment *[including expired warranty items from the date of expiry of warranty]*, are added to Annexure-1, it may involve additional maintenance charges. Likewise in the event that individual items of EQUIPMENT are withdrawn from Annexure, as described herein, then AMC charges on such EQUIPMENT shall stand proportionately reduced from the invoice bill for AMC charges at the end of the relative quarter. Such increase or decrease of AMC value on account of addition or deletion of hardware (other than those coming under automatic AMC on expiry of warranty) has to be mutually communicated by branch / office and AMC service provider in advance.

## 3. SCOPE OF AMC SERVICES:

3.1 The Circle-wide rate contract shall cover the various equipment for Annual Maintenance Support Services for installed / upcoming desktop PCs, laptop PC Systems, Printers, Servers, Scanners, associated Peripherals at **SBI Administrative Offices at K.G.Road Complex, Mysore Bank Circle in Bangalore**.

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. 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. Printers etc shall include power and other adaptors, logic cards, cords and all parts/components, (except consumables like ribbon/toner/cartridges). The Service Provider shall however, be required to attend to all the attached peripherals.

- (ii) Different types of hardware shall include all types of logic cards, power adaptors etc. Scanners shall include all parts/components of the scanner including the scanning unit, ADF, power adaptors and other types of adaptors etc and all other components along with the scanner unit. Line matrix printers shall include all components including logic cards and all other components, cords, cables, adaptors etc (except printer consumables like toner/ink cartridges). Printers shall also include print servers attached to the printers wherever available.
- (iii) To diagnose defects, undertake repair / rectification of defects and to carry out on call, corrective, preventive and breakdown maintenance services to set right the reported malfunctioning of the 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), etc and all their components, parts and accessories. Service Provider shall make his own arrangements of bringing all required tools at SBI Branch/Office premises.
- (iv) After repair, the Service Provider shall bring the machine to its satisfactory & acceptable working condition. Used / sub standard / repaired Spare parts in lieu of irreparable components will not be accepted by SBI as a spare parts replacement. The Service Provider shall make his own arrangements for bringing the spare parts, software tools & testing equipments for providing the services. The Service Provider shall maintain sufficient inventory of frequently required new & genuine spare parts like Power supply, Hard disks (all types as fitted with the system), Keyboard, TFT/CRTs (Monitors of all sizes), Mouse, device drivers, various cables, connectors and other spare parts etc., to ensure uptime of Systems / Subsystems & Peripherals as per SLA defined at various locations of SBI.
- (v) The Service Provider shall ensure uninterrupted availability of new & genuine spare parts of PCs, Printers, Scanners, & other Peripherals. Service Provider must be having sufficient expertise & required resources available for prompt maintaining / servicing / repairing of PCs & Peripherals.
- (vi) If any component of a System / Sub-system gives repeated / recurring problems, resulting in recurring failure of the System then it must be immediately replaced by the Service Provider with new & genuine spare parts.
- (vii) Few Systems / Peripherals, covered under AMC are installed at the residence of senior officers of SBI .If required, Service Provider shall be required to attend the maintenance calls at their residence.
- (viii) Laptops are inclusive of adaptors etc. (excluding Laptop Batteries).
- (ix) AMC shall cover maintenance/ up gradation/ change/ replacement / installation / loading / unloading of all type of software / operating system purchased by the bank (existing / new) on existing HDD and on new HDD including shifting of data in case of new installation or HDD crash and bring the systems under the Banks's ADS (Active Directory Services). *However, the user has the responsibility to help the engineer of the AMC Service Provider in identifying the data to be copied.*
- (x) The AMC Service Provider may help in implementing patches / upgrades / updates for Hardware / Software / OS / Middleware etc as and when release by the Service Provider/OEM or as per requirements of the Bank.
- (xi) AMC Service Provider has to support older versions of the software / Hardware / OS/ Middleware etc in case the Bank chooses not to upgrade to latest version.
- (xii) AMC shall cover all the equipments under contract i.e. computers hardware / peripherals/ software, networking components etc.

- (xiii) The AMC Service Provider will maintain inventory of equipment at all locations with *identified machine no & IP number and all machines under AMC will bear tags with machine no., IP Number & AMC Service Provider Name & contact*. The quarterly AMC payment will be made on the basis of the inventory. Further the Service Provider will provide the detailed inventory of the equipments of **SBI at Project Sites** (under AMC/Warranty) in the *Bank provided format*.

#### **4 REPRESENTATIONS AND WARRANTIES**

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

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

#### **4.2 Additional Representation and Warranties by the Bank.**

4.2.1 Nil

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

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

## 5 RESPONSIBILITIES OF THE BANK

### 5.1 CHARGES

5.1.1 The **AMC charges payable in arrears by SBI to THE COMPANY for the repair and maintenance services described herein, are quantified in lump sum cost @ Rs. \_\_\_\_\_ (Exclusive of GST) per annum, on the replacement cost of the EQUIPMENT** as provided in the approved TENDER annexure attached; and unless provided for elsewhere herein, no additional charges shall be claimed by THE COMPANY. No charges however, would be payable on the EQUIPMENT which are under WARRANTY.

## 6 RESPONSIBILITIES OF THE SERVICE PROVIDER

### 6.1 REPAIR AND MAINTENANCE SERVICE :

a) During the term of this Agreement THE COMPANY agrees to maintain the EQUIPMENT in good working order *with a view to ensure business continuity of SBI* and for this purpose will provide the following repair and maintenance service:

6.1.1. THE COMPANY shall correct any faults and failure in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT during the period SBI's branch/office work for keeping its records up to date. The day's functioning of the branch /office may extend beyond normal working hours of the Bank under such contingencies.

i) In case, where unserviceable parts of the EQUIPMENTS need replacement the vendor shall replace such parts [which include parts relating to all Printers [viz. *Printer bands*, Plastic Part, Sprockets, Camage Block, Teflon Sleeve], *Power Cords and all other* parts [not enumerated as exception hereunder] at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. Provided that if the Vendor is required to replace consumables, being printer ribbons, printer toner, magnetic tape reels, Cartridges, cassettes, exchangeable disk packs, floppy disks, *Pen drives, CDs, DVDs, Data Cable, Laptop Battery, Network Patch Cord* these will incur an additional charge.

ii) THE COMPANY shall provide list of all the critical spares *in general and following items in particular of standard quality*, kept exclusively for the SBI and also ensure and maintain sufficient stock of the same on an ongoing basis at the identified / designated service center and / or *Banks' Premises as mutually agreed to between SBI and COMPANY* and ensure that the faulty spares are immediately replaced by them at the time of preventive maintenance or at the time of system break-down and the computer system is made operational without any delay.

6.1.2 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:

i) The Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.

ii) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.



iii) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days. Vendors should ensure a minimum uptime of 99% for Servers, Line printers and Pass book printers. They should ensure 95% uptime for other items of hardware.

iv) The COMPANY should maintain sufficient stock of spares of all IT Assets under AMC and the stock of spares kept by the COMPANY at agreed locations will be subject to inspection periodically by Authorised Bank officials of Branches/Offices.

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

b) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to SBI in proper working condition for **99% in the case of Servers / Line / Laser/ Draft / TDR /Pass Book Printers/ CTS scanner/ CKYC Scanner and 95% in the case of Nodes, other Printers, PCs, Laptops, etc.** of the up-time in every quarter. *The total UP-TIME hours of the Branch / Office will be taken as 2160 hours [90 days x 24 hours] in the quarter for the purpose of arriving at the relative permissible UP-TIME hours level of the computer systems at the branch / office.*

c) THE COMPANY shall provide repair and maintenance service, in response to oral, including telephone or email, or written communication from SBI so that the **lead-time** for carrying out repairs of the EQUIPMENT and making it operational, does not exceed **4 hours** (i.e. 2 hours of travel [which is outer limit and can be less] and 2 hours of repair time). The COMPANY to ensure that the **UP-TIME** of the EQUIPMENT will be **99% in the case of Servers / Line / Laser / Draft / TDR / Pass Book / Receipt Printers and 95% in the case of Nodes, other Printers, PCs, Laptops, etc.** Proportionate penalty will be levied for every hour of delay beyond the stipulated **Down-Time i.e. 1% in the case of Servers / Line / Laser / Draft / TDR / Pass Book / Receipt Printers and 5% in the case of Nodes, other Printers, PCs, Laptops, etc.** The amount will be deducted from the quarterly AMC payable to the COMPANY. Call logging by Project Sites with the company shall be through the escalation matrix submitted by each company at the time of participation in the tender. Any change in the call login process shall be only through mutually agreed terms.

i) Proportionate penalty will be charged if the above uptime is not maintained. The total downtime at a branch will be calculated based on the period an item was not working with respect to the total working time in a full quarter. A maximum penalty of 20% of the AMC value for the system is liable to be levied for the total downtime so calculated.

**Quarterly: Down Time: Penalty Calculation for above clause**

|                                      |                                                                                                                                                                              |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Down Time                            | Hours which will be counted from time of reporting the maintenance call by the SBI to the Company till the resolution of the problem / operationalisation of Computer System |
| Coverage Hours<br>[i.e. 100% uptime] | Uptime commitment per day x No. Of committed Days<br>i.e. 24 hours x 90 days                                                                                                 |
| Uptime Actual                        | $\frac{(\text{Coverage Hours Minus Down Time})}{\text{Coverage Hours}} \times 100$                                                                                           |

e.g. : On four occasions [of which two occasion downtime beyond 4 hours] aggregating Down Time for One Server and One PC is 130 hours during the One Quarter and presuming AMC Rate of 5 % p.a.

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

- d) THE COMPANY shall carryout **Preventive Maintenance** (including but not limited to inspection, testing, satisfactory conduct of all diagnostics, *anti-virus updates*, *update OS patches / Service packs*, cleaning of the EQUIPMENT, and necessary repairing of the EQUIPMENT) **every Quarter**, during the currency of this Agreement, on a day and a time to be mutually agreed upon. Notwithstanding the foregoing, THE COMPANY recognizes SBI's operational needs and agrees that SBI shall have the right to require THE COMPANY to adjourn Preventive Maintenance from any scheduled time to a subsequent date and time, not later than fifteen working days thereafter. ***In the event of failure on the part of COMPANY to undertake Preventive Maintenance once in Quarter, a penalty of 20 % of AMC Cost will be deducted from relative Invoice at the discretion of SBI.***
- e) All engineering changes generally adopted hereafter by THE COMPANY for equipment similar to that covered by this Agreement, shall be made to the EQUIPMENT at NO COST TO SBI.
- f) All repair and maintenance service described herein shall be performed by qualified maintenance engineers thoroughly familiar with the EQUIPMENT.
- g) THE COMPANY shall ensure that *One Engineer conversant with software as well as hardware solutions [including Computer Hardware, Printers, LAN, WAN, Internet, Intranet, Windows, Anti-Virus, Netware, Microsoft OS, Linux, etc] as provided in the approved TENDER annexure attached, is available at Bank's Site/email. The Engineer should be technically qualified, a degree / diploma (computer engineering or in the allied fields of engineering) holder, 2/3years experienced and dedicated for SBI use only, during normal working hours – between 9.00 a.m. to 7.00 p.m. (except in special emergency circumstances the working hours may be extended) and shall report to and operate from a designated SBI branch / office location as provided in the approved TENDER annexure attached. The engineers will be provided with a cell phone by the COMPANY to enable tracing & call routing. Leave substitute arrangement has to be done by the COMPANY.*
- h) THE COMPANY shall maintain at SBI's site, a written maintenance and repair log / *service card*, and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work [i.e. Downtime] and nature of repair work performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. The employee of THE COMPANY shall get the signature of Branch Manager or Official, in charge of the office or any other person authorized to authenticate the log. SBI shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their communication to THE COMPANY.
- i) IF THE COMPANY failed to carry out repair works *before the end of 3rd business day after lodgment of complaint (without reckoning the date of complaint)* and puts the BANK in a situation where the BANK is compelled to get the repair work done from a third party maybe at a higher cost than otherwise payable to THE COMPANY, such cost will be recovered from the company by paying reduced AMC charges equivalent to extra cost except cost of consumable parts.

- j) *The Company shall load / unload / reload and configure operating systems and / or any other specific system software / utilities as the case may be in EQUIPMENT covered under AMC at no extra cost to the SBI, whenever need arises (Such software media will be provided by the branch / office).*
- k) *The COMPANY shall be responsible for and ensure regular installation / maintenance /trouble shooting / ADS (Active Directory Services) / patches / security patches/ advisories/service packs / VM Ware/ BPA Client/ updates of Software like Antivirus System, Windows OS, MS office, creating groups; setting up of email on outlook express / Microsoft outlook / NAC Client etc., and allocation of rights in case of LAN etc.; especially Antivirus / Windows / updates /patches which will be provided by the actual supplier / SBI from time to time and on the modalities decided by the Bank.*
- l) *The COMPANY shall repair / replace parts at on-site at branch / office only. The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs. If the fault is of serious nature and requires the support of the Service Centre of the COMPANY, thereby necessitating shifting of the equipment, the COMPANY shall attend to shifting /transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) **at no additional cost to the Bank.***
- m) *The COMPANY should assist the SBI to recover the data whenever possible, free of cost, in case of Hard Disk crash of any EQUIPMENT under its AMC .*
- n) *The COMPANY shall certify that the repair and maintenance services / products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The COMPANY shall indemnify the SBI from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.*
- o) *The Bank reserves the right to claim as damages from the COMPANY to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the COMPANY, damage has been caused to computer system covered by the AMC.*
- p) *The EMD (Earnest Money Deposit) towards Performance security obtained at the time of Tender can be forfeited in full or part at any of the undernoted situations at the sole discretion of the SBI under intimation to THE COMPANY without assigning any reasons besides termination of services of THE COMPANY from the Cluster.*
  - i) *Non-compliance of any of terms and conditions stipulated in the AGREEMENT requiring the Bank to invoke the penalty of more than 20 % of AMC payable in Quarter.*
  - ii) *Non-placement of qualified-experienced Engineers at Bank's Site and /or Engineers on the move stipulated in the Tender.*
  - iii) *Non-keeping the required spares at locations mutually agreed.*
- q) *Vendors have to input details of assets under AMC in a portal made available in the Banks intranet website which will generate the AMC value based on the pre fed asset value and the related contract note which shall be signed by both parties i.e. the Branch head and the authorized person of the vendor*
- r) *Replacement value of the assets for calculation of AMC value shall be as per the latest Price discovery made by the Bank.*
- s) *Each IT asset has to be assigned a unique reference ID. capturing the asset Configuration and the ID shall be labeled on the face of the asset.*
- t) *Key personnel from the Bank shall be allowed to visit the Call-Centre, to assess and review the adequacy of infrastructure deployed for call logging.*
- u) *The Company / Vendor shall be obliged to submit call log report at monthly intervals and preventive maintenance reports at quarterly intervals, to the designated official in a specified format.*

- v) The **Vendor should provide three (3) exclusive resident Service Engineers at SBI Administrative Offices at K.G.Road Complex, Mysore Bank Circle in Bangalore**, on all working days during the entire AMC period. The Engineers should be equipped with mobile phones. The vendor should not provide service through franchisees
- w) The Bank shall maintain a register at its site in which, the Bank's supervisor shall record each event of failure / 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 as per specimen enclosed shall be handed over to the Bank's official. If the report is not submitted, the AMC amount for that quarter will be withheld.
- x) The system support facilities should be made available to the Project Sites on all the Bank working days for whole day till late evening/nights and ensure that the problems are solved positively and without any delay. In case THE COMPANY is having regular holidays (full/half day) when actually Bank is working, THE COMPANY will ensure that qualified technical personnel with sufficient spares are regularly available at specified office or at the Branch for providing necessary supports as above. In the event of failure to meet the stipulation, the Bank will have discretion to deduct the penalty amount as provided in AMC agreement of the AMC payment / installment payable to THE COMPANY by the BANK. THE COMPANY will provide *escalation matrix* with the list of important marketing / support executives and engineers with addresses and telephone numbers which should be updated from time to time.
- 6.2 Any worn out or defective parts withdrawn from the EQUIPMENT and replaced by THECOMPANY shall become the property of THE COMPANY, and the parts replacing the withdrawn parts shall become the property of SBI.
- 6.3 THE COMPANY's maintenance personnel shall, subject to clause 7 herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 6.4 SBI shall be within its authority to shift the EQUIPMENT, if warranted, to an alternate site and installed thereat during the currency of the Agreement without prior written notice to THE COMPANY. However, if SBI desires to shift the EQUIPMENT, in full or in part, to a new site and install it thereat urgently, THE COMPANY shall be informed of the same immediately. SBI shall bear the charges for such shifting and THE COMPANY shall provide necessary assistance and support including the installation of shifted EQUIPMENT in the new place, to SBI in doing so. This Agreement, after such shifting and reinstallation of the EQUIPMENT would continue to be binding on THE COMPANY and SBI, depending on the new location the EQUIPMENT is shifted to and within the area of the COMPANY's area of operation and subject to clause 6.5 herein.
- 6.5 SBI will have the right to disconnect / connect / integrate / substitute peripherals such as printers, etc. acquired from another vendor. Further, SBI may install electronic components such as circuit cards, etc. to enhance the system's performance, and the peripherals, components etc., referred to as above may be acquired by SBI either from THE COMPANY or from third party after prior consultation with THE COMPANY, who would provide necessary guidance and support in the matter. *Further, SBI reserves the right to procure same item from THECOMPANY as per the latest rate finalized rate Contract.*
- 6.6 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other, different or subsequent breach of either similar or different nature.

## 6.7 TERMS OF INVOICES SUBMITTED BY THE COMPANY:

THE COMPANY shall submit to SBI their invoices for the payment of the above charges at the end of each quarter period indicated in **Clauses 5.1.1** of this Agreement and taking into account additions, deletions, transfer of EQUIPMENT from the Project Sites as stated in Annexure 2 (Locations/Clusters as per RFP). Such invoice (s) shall be payable, within thirty (30) days of submission of the invoice, *after adjusting penalty(ies) if any in terms of clause 6 of this Agreement*.

All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THE COMPANY to any of its present customers. If THE COMPANY shall, during the terms of this Agreement, enter into arrangements with customers of similar industry providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed amended to provide service on the items to SBI.

6.8 Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house 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. Such additions or deletion of hardware in/from **SBI Administrative Offices at K.G.Road Complex, Mysore Bank Circle in Bangalore** would not entail in revision of AMC amount.

6.9 The vendor should carry out the installation / monitoring the updates of Anti-Virus Software in the all the systems and servers at Project Sites. This activity has to be carried out whenever there is a change in the configuration of systems due to formatting, re-installation of Operating Systems (OS) etc., at the Site. The Anti-Virus software will be provided by the Bank. The vendor will also be responsible for ensuring that the systems are put on Active Directory (ADS). Vendors should also carry out installation of Operating System in nodes and server as and when there is a need.

## 7 CONFIDENTIALITY

7.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information *(iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.*

7.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly 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.

7.3 The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

7.4 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

7.5 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

7.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

7.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

7.8 THE COMPANY acknowledge that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof , consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to SBI. THE COMPANY agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other person or party. THE COMPANY shall ensure that each and every one of its employees / personnel complies with obligation of nondisclosure and non-use of confidential information to which they get access while working for the COMPANY as per this agreement. THE COMPANY hereby agrees to indemnify the BANK and hereby keeps the BANK indemnified against all action, claims, damages, costs, etc. which the BANK may incur or suffer on account of failure on the part of THE COMPANY or any of its employees, agents, personnel, to comply with the obligations envisaged in this clause.

## **8 RELATIONSHIP BETWEEN THE PARTIES.**

8.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties, which is reduced into writing.

8.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

8.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

8.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

8.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

## **9 SUB-CONTRACTING**

9.1 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.

9.2 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.

9.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.

9.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

9.5 Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

9.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

## 10 PERFORMANCE GUARANTEE & PENALTY

10.1 The Service Provider has to furnish a performance guarantee for an amount of **Rs.5,00,000/-** (Rupees Five lakhs only) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

10.2 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

10.3 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.

10.4 If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

10.5 The Service Provider shall be liable to pay penalty in respect of any delay beyond the permitted period in providing the Services, at the rate mentioned as per Tender.

10.5.1 The **rate of penalty is as per this Agreement.**

10.6 The Bank reserves the right to terminate the AMC at the end of quarter and awarded the same to the next eligible vendor, if the quality of the service rendered is inadequate. In such an event, the next eligible vendor should match the L-1 rates for that cluster

10.7 The selected Bidder shall carry out all installation tasks in coordination with the ITS Department, depending on the Bank's requirement.

10.8 The selected Bidder shall undertake, during the period of contract, if required by the Bank, the relocation / shifting of the equipment.

10.9 The selected Bidder shall 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

## 11 FORCE MAJEURE

11.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

11.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

The parties shall use all reasonable endeavours to minimize any such delay, upon cessation of the event giving rise to the delay the parties shall, insofar as may be practicable under the circumstances, complete performance of their respective obligations hereunder.

11.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



11.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement

11.5 Notwithstanding the foregoing, if any of the above mentioned events shall include THE COMPANY from meeting any or all of the its obligations hereunder, for a period of more than 3 (three) months , from the date of occurrence of such event, it shall be open to Bank to terminate this Agreement.

## **12 COMPLIANCE WITH LAWS.**

12.1 Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.

12.2 Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.

12.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

12.4 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

## **13 RIGHT TO AUDIT**

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

13.2 The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

13.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.

13.4 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.

13.5 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.

13.6 The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

13.7 The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.

13.8 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.

13.9 The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.

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

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

(a) Payment shall be made in Indian Rupees.

(b) ***Payment of AMC will be made by ITS, LHO, Bangalore quarterly in arrear within 30 days after the receipt of the Invoice*** after the deduction of penalty charges, if any, imposed by the Bank.

(c) GST applicable to be mentioned separately.

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

14.2 All of the prices, terms, warranties and benefits granted by THE COMPANY herein are comparable to or better than the equivalent terms being offered by THECOMPANY to any of its present customers. If THE COMPANY shall, during the terms of this Agreement, enter into arrangements with customers of similar industry providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed amended to provide service on the items to SBI.

14.3 All other taxes including service tax, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.

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

#### **15 GENERAL INDEMNITY**

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

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

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

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

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

15.4.2 The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

## **16 TERMINATION**

16.1 The Bank may, without prejudice to any other remedy for breach of contract, with written notice of not less than thirty days sent to the Service Provider, terminate the Agreement in whole or in part:

- (a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (b) if the Service Provider fails to perform any other obligation(s) under the Agreement;
- (c) for any reasons which the Bank, at its sole discretion consider a fit and proper ground for termination of the Agreement;
- (d) on the happening of any termination event mentioned herein above in this Agreement;
- (e) for convenience; or in the interest of the Bank.

16.2 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :

16.2.1 If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

16.2.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.

16.2.3 If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.

16.2.4 If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.

16.2.5 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.

16.2.6 If Service Provider is owned/ taken over/merged/amalgamated by any other entity in India or abroad.

16.2.7 If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the Bank.

16.3 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

16.4 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

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

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

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

16.7 In the event of termination of contract by the Bank, no compensation shall be payable to the Service Provider for the residual period of the contract.

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

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

17.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

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

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

## **18 ARBITRATION**

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

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

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

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

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

18.6 In case of any conflict in the corresponding clause of Request for Proposal, the clauses in this Agreement shall prevail.

## 19 GOVERNING LAW & JURISDICTION

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

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

## 20 ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

20.2 This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/ Schedules which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

20.3 If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexures, etc., or any ambiguity among the Appendices, Annexures, etc., the order of priority of documents in resolving such ambiguity shall be as follows:

- (i) This Agreement with all Annexures
- (ii) Financial Tender No. ITS/AMC IT HW- **K.G. Road Complex** / 3 dated 01.07.2019 for annual maintenance contract (AMC) of Computer Hardware, Software and peripherals installed at all Project Sites of State Bank of India under Bangalore Circle and subsequent corrigendum and clarifications.

## 21 SEVERABILITY

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

## 22 NOTICES

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

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

22.3 Address for communication to the Parties are as under:

22.3.1 To the Bank : The Assistant General Manager (ITS)  
IT Services Department  
State Bank of India  
Local Head Office  
65, St. Marks Road, Bangalore – 560001

22.3.2 To Service Provider :

\_\_\_\_\_  
\_\_\_\_\_

## **23.EQUIPMENT ATTACHMENTS:**

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

## **24. SECURITY**

THE AMC SERVICE PROVIDER agrees that the company and its personnel will at all times comply with all security regulations in effect from time to time at SBI's premises and externally for materials belonging to SBI.

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

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

## **25 LIABILITIES AND INDEMNITIES:**

THE COMPANY represents and warrants that the repair and maintenance service/product hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other persons or other entity. THE COMPANY agrees that it will, and hereby does, indemnify SBI from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

## **26 BUSINESS TERMINATION:**

In the event that THE COMPANY ceases to carry on its business activities due to an order of winding up or its activities stand assigned to the benefit of creditors of the Company which substantially disrupts the services to the Bank, then at the Bank's option this agreement shall be terminated notwithstanding Para 2.1 above and then the Bank shall be at liberty to engage the services of any other company offering similar services. Consequently, on actual basis the Bank shall be at liberty to settle all financial issues between the parties.

## **27 MISCELLANEOUS**

27.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

27.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

27.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

27.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

27.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.

27.6 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

27.7 The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

27.8 All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.

27.9 The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

## **28. GENERAL**

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

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

28.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

28.4 Words importing the singular include the plural vice-versa.

28.5 The Terms and conditions in this document together with the terms and conditions of the Request for proposal signed by THE COMPANY shall constitute the entire binding contract between THE COMPANY and SBI.

28.6 Annexure to this agreement as may be amended from time to time shall be deemed to be part and parcel of this agreement.

28.7 The COMPANY shall ensure compliance to all obligations arising under the Contract Labor (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other labor laws prevailing in the country. In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the contractor, the SBI would have the right to reimburse itself by way of adjustment from the COMPANY's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same.

28.8 The company shall do necessary background check of the engineers assigned to the Bank for conducting AMC services.

28.9 The activities carried out in the premises of the Bank, its asset details, or any other information that has come to the notice of the company while discharging their AMC services shall not be disclosed to outsiders.

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

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

**WITNESS:**

**WITNESS:**

1. Signature :  
Name :

1. Signature :  
Name :

2. Signature :  
Name :

2. Signature :  
Name :



**FORMAT FOR EMD BANK GUARANTEE**

To:

Dear Sir,

**EMD BANK GUARANTEE FOR ANNUAL MAINTANANCE CONTRACT OF  
COMPUTER HARDWARE, SOFTWARE & PERIPHERALS AS ARE SET OUT IN THE  
SBI RFP NO.: ITS/AMC IT HW- K.G. Road Complex / 3 dated 01.07.2019**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for Annual Maintenance Contract of its hardware at **SBI Administrative Offices at K.G.Road complex, Mysore Bank Circle in Bangalore**, in the state of Karnataka, Request for Proposal SBI: **ITS/AMC IT HW- K.G. Road Complex / 3 dated 01.07.2019.**

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.2,00,000/- (Rupees Five lakhs Only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Vendor, who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.2,00,000/- (Rupees Two lakhs Only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs.2,00,000/- (Rupees Two lakhs Only) or any lower amount 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 Vendor under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.2,00,000/ (Rupees Two lakhs Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. 2,00,000/- (Rupees Two 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 a period of one week 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 Vendor. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Vendor 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 Vendor of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs.2,00,000/- (Rupees Two lakhs Only)
- b) Our liability under these presents shall not exceed the sum of Rs.2,00,000/- (Rupees Two lakhs Only)

- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) 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

\_\_\_\_\_  
Authorized official.

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

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 2019 by ..... (name of the Bank) having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at (procuring office address), hereinafter referred to as "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

**WHEREAS**

State Bank of India, having its Corporate Office at State Bank Bhavan, Madam Cama Road, Mumbai - 400 021 (hereinafter called the 'Bank') has invited quotations for supply of hardware, software and services,

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs.5,00,000/- (Rupees Five lakhs only) as a Bid Security Performance Bank Guarantee.
2. M/s. \_\_\_\_\_, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs.5,00,000/- (Rupees Five lakhs only)

**NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR**

1. We \_\_\_\_\_ (Bank), the Guarantors, do hereby irrevocably & unconditionally agree an undertake to the State Bank of India, their Successors, Assigns that in the event of the State Bank of India coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the State Bank of India, pay without demur to the State Bank of India, a sum of Rs.5,00,000/- (Rupees Five lakhs only) or any lower amount that may be demanded by the State Bank of India. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.5,00,000/- (Rupees Five lakhs only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs.5,00,000/- (Rupees Five lakhs only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the State Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the State Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the State Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the State Bank of India under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the State Bank of India and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the State Bank of India.

We hereby further agree that-

- (a) Any forbearance or omission on the part of the State Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.5,00,000/- (Rupees Five lakhs only).

- (b) Our liability under these presents shall not exceed the sum of Rs.5,00,000/- (Rupees Five lakhs only)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This guarantee shall remain in force upto \_\_\_\_\_ provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till \_\_\_\_\_ unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the State Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the State Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- (f) The liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by -
  - (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
  - (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
  - (iii) any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; **or**
  - (iv) any change in the constitution/structure or management of the Bank; **or**
  - (v) any dispute between the Bidder and the Bank.
- (g) This guarantee shall be governed by Indian Laws and the Courts at Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein :

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above)

Yours faithfully,

For and on behalf of Bank.

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



**AMC OF IT HW SERVICES & SUPPORT - COMPANY PROFILE FORM**

|                                                                                                                                                                                   |                                                        |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|---------------------------|
| 1. Name of Company:                                                                                                                                                               |                                                        |                           |
| 2. Registered Address (in Full):                                                                                                                                                  |                                                        |                           |
| 3. Registration Number :                                                                                                                                                          | 4. GST No.                                             |                           |
| 5. Legal Status (Public/Private Limited Co.s)                                                                                                                                     |                                                        |                           |
| 6. Name of Director(s) & Contacts                                                                                                                                                 |                                                        |                           |
| 7. Name of Authorised Signatories :                                                                                                                                               |                                                        |                           |
| 8. Year Established:                                                                                                                                                              | 9. Number of Employees in Karnataka (in AMC Business): | 10. Turn Over (In Crores) |
| 11. AMC Business Turnover : (Rs. In Crores)                                                                                                                                       |                                                        |                           |
| 12. Audited Balance Sheets      From : 01/04/2016      To : 31/03/2019                                                                                                            |                                                        |                           |
| 13. AMC Services offered to PSU/PSB/Govt. Organisations etc. (Attach Certificates issued by offices, mentioning <b>total quantity &amp; total AMC amounts</b> .<br>a)<br>b)<br>c) |                                                        |                           |
| 14. Name , Contact & email ID of Contact person for Tender process                                                                                                                |                                                        |                           |
|                                                                                                                                                                                   |                                                        |                           |

**CLUSTER DETAILS****LOCATION DETAILS FOR AMC OF IT HARDWARE :**

| <b>SL</b>                                     | <b>LOCATION</b>                                                           | <b>AMC AMOUNT FOR FULL AMC PERIOD</b> |
|-----------------------------------------------|---------------------------------------------------------------------------|---------------------------------------|
| 1                                             | <b>SBI Offices at K.G.ROAD COMPLEX, MYSORE<br/>BANK CIRCLE, BANGALORE</b> |                                       |
| <b>TOTAL AMOUNT OF AMC (Exclusive of GST)</b> |                                                                           | <b>Rs.</b>                            |

Amount – INR: (Rupees \_\_\_\_\_ only)

**For and on behalf of**

**State Bank of India  
Local Head Office  
Bangalore**

**Assistant General Manager (ITS)**

**STATE BANK OF INDIA  
I.T.S DEPARTMENT, LHO BANGALORE**

**Indicative Hardware deployed @ K.G.Road Complex, Mysore Bank Circle, Bangalore**

| <b>Sl.<br/>No.</b> | <b>ITEMS</b>                                           |
|--------------------|--------------------------------------------------------|
| <b>A</b>           | <b>B</b>                                               |
| 1                  | Servers                                                |
| 2                  | Desktops (Workstations)                                |
| 3                  | All in one Desktops                                    |
| 4                  | Laptops                                                |
| 5                  | Laser printer entry level Mono                         |
| 6                  | Network Laserjet Printer Mid Level and Heavy Duty Mono |
| 7                  | Multi function Printer Mid level MFD                   |
| 8                  | High speed dot matrix printer (24 PIN 136 col)         |

**For and on behalf of**

**(AUTHORISED SIGNATORY AND COMPANY SEAL)**

(Company's Letter Head)

| LIST OF ENGINEERS IDENTIFIED AT EACH LOCATION     |                                                                        |            |          |
|---------------------------------------------------|------------------------------------------------------------------------|------------|----------|
| <b>Company Name:</b>                              |                                                                        |            |          |
| <b>Office Address:</b>                            |                                                                        |            |          |
| <b>Karnataka state in charge for AMC services</b> | Name of the executive:<br>Designation:<br>Contact number:<br>Email :   |            |          |
| <b>Level 1 escalation</b>                         | Name of the executive:<br>Designation:<br>Contact number:<br>Email ID: |            |          |
| <b>Final escalation</b>                           | Name of the executive:<br>Designation:<br>Contact number:<br>Email ID: |            |          |
| ON SITE CONTACT DETAILS                           |                                                                        |            |          |
| Location Name                                     | Name of Engineer                                                       | Mobile no. | Landline |
|                                                   |                                                                        |            |          |
|                                                   |                                                                        |            |          |
|                                                   |                                                                        |            |          |
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|                                                   |                                                                        |            |          |
|                                                   |                                                                        |            |          |

AUTHORISED SIGNATORY AND COMPANY SEAL



**Annexure E**

| <b>HARDWARE CALL REPORT</b>                     |        |                  |         |           |               |              |                 |                 |                    |        |
|-------------------------------------------------|--------|------------------|---------|-----------|---------------|--------------|-----------------|-----------------|--------------------|--------|
| <b>NAME OF THE VENDOR :</b>                     |        |                  |         |           |               |              |                 |                 |                    |        |
| <b>MONTHLY REPORT FOR THE CLUSTER No. _____</b> |        |                  |         |           |               |              |                 |                 |                    |        |
| <b>FOR THE MONTH OF _____</b>                   |        |                  |         |           |               |              |                 |                 |                    |        |
| Sl.                                             | Branch | Service Location | Problem | Call Date | Call log time | Action taken | Call close date | Call close time | Engineer attending | Status |
|                                                 |        |                  |         |           |               |              |                 |                 |                    |        |
|                                                 |        |                  |         |           |               |              |                 |                 |                    |        |
|                                                 |        |                  |         |           |               |              |                 |                 |                    |        |
|                                                 |        |                  |         |           |               |              |                 |                 |                    |        |
|                                                 |        |                  |         |           |               |              |                 |                 |                    |        |
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**AUTHORISED SIGNATORY AND COMPANY SEAL**