



**REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF VENDORS
AND
ANNUAL MAINTENANCE CONTRACT (AMC)
OF
COMPUTER HARDWARE / SOFTWARE/ NETWORKING INSTALLED AT
ALL BRANCHES / OFFICES
OF SBI IN GEOGRAPHICAL AREA OF JAIPUR CIRCLE**

Ref: ITS-JAI/AMC/2020-21/1 dated 02/12/2020

Address for communication

**Asst. General Manager (ITS)
State Bank of India,
Local Head Office,
ITS Department, 1st Floor,
C-Scheme, Tilak Marg, Jaipur, Rajasthan – 302005
Tel.: 0141- 2256121**

e-Mail: agmits.lhojai@sbi.co.in



Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Shri Anshuman Vyas Asst. General Manager (ITS) State Bank of India, Local Head Office, ITS Department, 1st Floor, C-Scheme, Tilak Marg, Jaipur, Rajasthan - 302005 e-mail ID: agmits.lhojai@sbi.co.in cmits.lhojai@sbi.co.in Contact Number: 0141- 2256121/ 2256122/ 9413398504
2	Bid Document Availability including changes/amendments, if any to be issued	RFP will be emailed to the Empaneled vendors. Bidding document can also be downloaded from Bank's website https://bank.sbi from 02/12/2020 to 23/12/2020 upto 01:00 PM
3	Last date for requesting clarification	Upto 11:00 AM on 11/12/2020. All communications regarding points / queries requiring clarifications shall be given in writing to Asstt. General Manager, ITS Department, 1 st Floor, State bank of India, Local Head Office, C-Scheme, Tilak Marg, Jaipur - 302005 or by e-mail to agmits.lhojai@sbi.co.in & cmits.lhojai@sbi.co.in
4	Pre - bid Meeting at - State bank of India, Local Head Office, C-Scheme, Tilak Marg, Jaipur - 302005	From 03:00 PM to 03:30 PM on 11/12/2020 at LHO Jaipur.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 14/12/2020. Will be made available on bank's website https://info.sbi
6	Last date and time for Bid submission	Upto 01:00 PM on 23/12/2020.
7	Address for submission of Bids	Asst. General Manager (ITS) State Bank of India, Local Head Office, ITS Department, 1st Floor, C-Scheme, Tilak Marg, Jaipur, Rajasthan - 302005



8	Date and Time of opening of Technical Bids	03:00 PM on 23/12/2020. Authorized representatives of Bidders may be present in-person during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Will be also made available on bank's website https://info.sbi
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid. (Start Bid price will be communicated half an hour before commencement of commercial bid to the eligible bidders)
11	Earnest Money Deposit	The Bidder shall furnish, as part of its Bid, an EMD of Rs.10.00 lac (Rupees Ten lac only). The EMD shall be denominated in Indian Rupees and shall be paid EITHER by Demand Draft or Pay Order issued by any Scheduled Commercial Bank in favour of "State Bank of India, LHO Jaipur" payable at Jaipur OR in the form of a Bank Guarantee as per "Appendix-I" issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State Bank of India payable at Jaipur and valid for a period of 180 days with claim period of one year.
12	Security deposit for empanelment	Rs.50,000/- (Rupees Fifty Thousand Only) in form of DD or Bank Guarantee. Security in form of BG should be valid for Five (03) year(s) and three months from the effective date of the empanelment.



13	Bank Guarantee / Security Deposit (Appendix R)	Amount equivalent to 10% of the order value for each cluster awarded	Performance Security in form of BG should be valid for one (01) year(s) and three (03) months from the effective date of the Contract.
	<i>Note for reference:</i> ✓ <i>The Performance bank guarantee should be submitted within 15 days of issue of Purchase order.</i> ✓ <i>BG should be for the entire period of contract plus three (3) months.</i>		
14	Contact details of e-Procurement agency appointed for Reverse Auction	M/s E Procurement Technologies Limited (EPTL) https://sbi.abcprocure.com	



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1. INVITATION TO BID:

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

This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for **a) Empanelment of vendors as 'Annual Maintenance of hardware and software service provider' & b) Annual Maintenance Contract (AMC) of Computer Hardware, Software, LAN Setup and other peripherals etc.** installed at all Branches/ Offices of SBI in Geographical Area of Jaipur Circle consisting of Rajasthan state and guest houses and official residences of Top Executives.

- ii. In order to meet the service requirements, the Bank proposes to invite Bids from eligible Bidders as per details/ scope of work mentioned in this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. The Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks



proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

viii. The Bidding Document may be obtained/ downloaded from Bank's Website <https://bank.sbi> and the bid should be submitted as per Schedule of Events to the office of:

The Assistant General Manager (IT Services)
State Bank of India, Local Head Office,
IT Services Department, 1st Floor,
C-Scheme, Tilak Marg,
Jaipur, Rajasthan - 302005

ix. Bidding document will also be emailed at the email address of the already empaneled vendor available with the bank.

x. Bank reserves the right to change the dates mentioned in this RFP document, which will be displayed on <https://bank.sbi>.

2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of State Bank of India with the selected bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules



or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices).
- ii. **"Bidder/Channel Partner"** means an empaneled vendor submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

4. SCOPE OF WORK:

Repairs & Annual Maintenance Services (AMC) of Computer Hardware, Software (including Upgradation of OS Version, patches, Anti-Virus, Domain Setting, Biometrics etc.), Printers, WebCTS Support, existing LAN setup beyond SBI-Connect Setup and other peripherals etc. installed at all the Branches/Offices under Jaipur Circle including any other activity specified elsewhere in this document.

- i. For the purpose of AMC, the circle has been divided into clusters with approx. number of branches/ offices, as follows:

Cluster No.	Name of R&DB AO/ FIMM RBO	Approx. Branches/ Offices
1	R&DB AO-1 Jaipur	169
2	R&DB AO-2 Jaipur	173
3	R&DB AO-3 Udaipur	211
4	R&DB AO-4 Jodhpur	192
5	FIMM RBO Jaipur	180
	FIMM RBO Alwar	
6	FIMM RBO Bikaner	197
	FIMM RBO Hanumangarh	
7	FIMM RBO Kota	208
	FIMM RBO Udaipur	



8	FIMM RBO Jodhpur	132
9	LHO Jaipur	1

- ii. Each cluster will include all the branches/ offices. All branches/ offices of State Bank of India which are not a part of any R&DB AO/ FIMM RBO, like MCG branches, SBILDs, KYC-AML-CFT Cell, PRM Cell, CPPC, LCPC etc. will fall under the AMC ambit of R&DB AO for AMC services, where they are geographically located.
- iii. LHO Jaipur cluster would include all the departments/ offices housed in LHO building in addition to residences of Circle Management Committee members and Bank's Guest Houses at Jaipur.
- iv. Though the bidding will take place for the above mentioned clusters, SLA will be signed at R&DB AOs, FIMM RBOs, LHO Jaipur, MCG Branches and Corporate Center Cells.
- v. Hardware includes all Computer hardware including warranty machines and networking /LAN. The vendor will take the call for warranty items also and resolve the issues pertaining to new hardware. In case part replacement is required, back to back support from OEM/hardware vendor will be taken. Vendor will without fail extend all services available for AMC machines to Warranty machines also. The vendor will be paid a flat rate of 20% of approved L1 rate till the warranty period of the machine ends and machine becomes part of AMC Hardware. Any part replacement will be facilitated by AMC vendor from OEM/supplier. Troubleshooting and rectification on any node getting disconnecting from LAN, is to be done by AMC Vendor. All networking equipment & components at branches/offices (LAN Setup) shall be part of AMC except Managed Switches/Routers/Modems being managed by M/s NTT (previously DDIL) at branches/ offices. However, Layer2 / layer 3 switches at LHO Jaipur (part of separate Internet LAN) shall be part of AMC.
- vi. To provide all necessary service & support including replacement of faulty parts (not chargeable) wherever required for smooth operation of Branches.
- vii. Service Provider shall ensure that only its authorized employees/ representatives access the hardware devices installed at branches/ offices.
- viii. Service Provider shall be required to get all the Devices hardened/ configured as per the Bank's prevailing standards and policy.
- ix. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.),



programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect.

- x. Estimate/ the value of contract can be arrived at by the help of indicative quantity of computer Hardware and peripherals which is placed at Appendix-R and Replacement Value of Hardware Items placed at Appendix-P.
- xi. The list is indicative, however, on commencement of AMC, respective vendor has to submit the list of branch/ office hardware to LHO/ Administrative Office/ RBOs/ FIMM RBOs/ Cluster Head as per actuals in co-ordination with branch/ bank officials.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - a. If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP.
 - b. Either the Bidder on behalf of Principal/ OEM or Principal/ OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. Technically qualified vendors will form a panel to provide AMC services to branches/ offices under SBI Jaipur Circle.
- iii. The panel will remain valid for Three (03) years from the date of formation of the Panel subject to yearly review of performance by the Bank or till new panel is formed.
- iv. The vendor must have at least one established support set-up with ability to resolve the call within 4-6 hours and team of minimum 10 Engineers per Cluster (Adm. Office) including at least one Engineer having knowledge of Networking, Oracle, Linux, Windows OS (all versions), iOS and new computer technologies.
- v. The vendor should be a profit-making entity on its own. Corporate guarantee of holding company is required in case entity is not profit making.
- vi. All empaneled vendors will have to necessarily participate in all the tender events for AMC contract in the Circle. In the event of non-participation in any tender event, the **Security Deposit** obtained for the purpose will stand forfeited and the vendor stands barred for the rest of the duration of the validity of the panel.



- vii. **Fulfilment of criteria does not necessarily ensure short listing.** Bank may seek any other information required before finalization of Panel.
- viii. The empanelment as AMC vendor in Jaipur Circle entitles vendor to participate in AMC tenders floated by the R&DB AOs, FIMM RBOs, Jaipur LHO and its offices. **The empanelment does not guarantee any award of contract.**

6. COST OF BID DOCUMENT:

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

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-N** at the address/ by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/ addendum. The interested parties/ bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/ email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable



time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/ legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/ acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/ analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish, as part of its Bid, an EMD of Rs.10.00 lac (Rupees Ten lac only). The EMD shall be denominated in Indian Rupees and shall be paid EITHER by Demand Draft or Pay Order issued by any Scheduled Commercial Bank in favour of "State Bank of India, LHO Jaipur" payable at Jaipur OR in the form of a Bank Guarantee as per "**Appendix-I**" issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State



Bank of India payable at Jaipur and valid for a period of 180 days with claim period of one year.

- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.
- iv. The EMD of the unsuccessful Bidder(s) would be refunded/ returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- v. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vi. No interest is payable on EMD.

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

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted in two separate sealed NON-WINDOW envelopes. One of the envelope is to be prominently marked as '**RFP No. ITS-JAI/AMC/2020-**



21/1 dated 02/12/2020: TECHNICAL PROPOSAL FOR EMPANELMENT OF VENDORS AND ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTER HARDWARE / SOFTWARE/ NETWORKING INSTALLED AT ALL BRANCHES / OFFICES OF SBI IN GEOGRAPHICAL AREA OF JAIPUR CIRCLE. This envelope should contain following documents and properly sealed:

- a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- c) Supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B**.
- d) Response to all points of the Vendor Evaluation Metric format as per **Appendix-C**.
- e) Bidders Details as per **Appendix-E** on bidder's letter head
- f) SLA Terms and Conditions as per **Annexure-C**.
- g) EMD amount is to be submitted in form of BG/ draft. Original BG/ Draft should be enclosed. **Appendix-I**.
- h) Security Deposit of Rs.50,000/- for empanelment as specified in this document.
- i) Details of Project Manager, team Leader, and Service Engineers with Qualification & Experience as per **Appendix-O**.
- j) Audited balance sheets and profit and loss account statement for last 3 years.
- k) Service Support Details in Rajasthan & Escalation Matrix.
- l) Each page of the tender document submitted should be signed by the authorized representative of the Bidder and should be stamped with the official stamp of the Bidder.
- m) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- n) Undertaking as per **Appendix-S** and Compliance Statement as per **Appendix-T** on bidder's letter head.



- o) All other supporting documents mentioned in the Checklist as per **Appendix-U**.
- ii. A second sealed envelope prominently marked as **‘RFP No. ITS-JAI/AMC/2020-21/1 dated 02/12/2020: Indicative Price Bid for providing of Annual Maintenance Contract (AMC) of Computer Hardware / Software / Networking installed at all branches/ offices of SBI in Geographic area of Jaipur Circle’**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only. This envelope should contain only indicative Price Bid strictly on the lines of **Appendix-F**.
- iii. The Bidders’ shall seal the NON-WINDOW envelopes containing “Technical Bid” and “Indicative Commercial Bid” separately and the two NON-WINDOW envelopes shall be enclosed and sealed in an outer NON-WINDOW envelope. The Outer Envelope shall a) be addressed to the Bank; and b) bear the project name **“ITS-JAI/AMC/2020-21/1 dated 02/12/2020: EMPANELMENT OF VENDORS AND ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTER HARDWARE / SOFTWARE/ NETWORKING INSTALLED AT ALL BRANCHES / OFFICES OF SBI IN GEOGRAPHICAL AREA OF JAIPUR CIRCLE”**.
- iv. Bidders may please note:**
- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
 - (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
 - (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
 - (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
 - (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.



- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered. The person or persons signing the Bids shall initial all pages of the Bids.
- (l) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
- (m) The Bid document shall be spirally bound.
- (n) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- (o) All the envelopes shall be addressed to the Bank and delivered at the address given in schedule of Events of this RFP and should have name and address of the Bidder on the cover.
- (p) If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- (q) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee together with their respective enclosures and seal it in an envelope. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right hand corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Schedule of Events.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the



Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

- v. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. 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.
- ii. A withdrawal notice may also be sent by the authorised representatives of the company through email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- iii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iv. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- v. Withdrawn Bids, if any, will be returned unopened to the Bidders.

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

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.



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

14. BID INTEGRITY:

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

15. BIDDING PROCESS/ OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.



- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- ii. Technical evaluation will include technical information submitted as per technical Bid format (Appendix-A) and scrutiny of minimum eligibility criteria (as mentioned in Appendix-B), demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.
- iii. Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for commercial bid opening.
- iv. The Bank reserves the right to evaluate the bids on technical & functional parameters.
- v. State of the art solution offered by the bidder to any noticeable Bank in India. The bidder should furnish the details when requested.
- vi. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after



bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The envelope containing the indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened. Bidder should quote for each cluster.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The Bidder will be selected as L1 on the basis of lowest bid for each cluster individually as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-G** within **24 hours** of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for



the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. The Bank will award the contract to the successful bidder who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.
- ii. In the event of a single vendor attaining the status of L1 vendor in more than three (03) defined clusters, the Bank with a view to spreading its dependence on more vendors may exercise the option of distributing the clusters to L2 and/ or L3 vendor etc. provided they match the prices with that of the L1 vendor. The cluster to be so dropped and allocated to the L2/ L3 vendor will be as per choice of the L1 vendor.
- iii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank **within 7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iv. The successful Bidder will have to submit with SLA (Service Level Agreement), Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.



- vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder. However, RFP conditions governing the contract will be valid for the currency of the contract.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder. The EMD of each unsuccessful Bidder will be discharged and returned.
- xi. AMC will be valid for 12 months from the date of commencement. However, the same shall be subject to renewal on the same rates and terms & conditions provided the service support is found satisfactory. The rates shall be valid for one (01) more year in case of renewal, if mutually agreed by Bank & Vendor. However, the 'Replacement Value of the Hardware' will be revised each year. The AMC shall commence immediately as per the letter of allotment of cluster.

20. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall



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

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

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

22. CONTRACT AMENDMENT:

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

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability



to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

24. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-H** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

25. SERVICES:

- i. The selected Bidder should carry out all maintenance tasks in coordination with the ITS Department/AOs/RBOs depending on the Bank's requirement.
- ii. The selected Bidder should undertake, during the period of contract, if required by the Bank, to continue to provide maintenance services to the equipment, if relocated/ shifted to other Site/ Location.
- iii. The selected Bidder should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.
- iv. The selected Bidder should undertake to do necessary configuration of the equipment to integrate with existing Active Directory / to migrate to IPV6 as and when required during the AMC.
- v. The vendor(s) are not permitted to authorize their dealers etc., (including individuals and third-party firms/ companies) to either collect or submit the tender-related documents on their behalf. The Bank will refuse such requests and arrangements.
- vi. Since all our branches and offices are now computerized, for the purpose of rationalization and simplification, the vendors are required to quote certain percentage of indicative replacement value of indicative hardware/ software items

as per **Appendix-P (Replacement value of hardware items)**, for each cluster. For this purpose, the indicative configuration/ specification and indicative quantities of broad categories of hardware/ software items is placed at **Appendix-D & Appendix-R**. Please note that these are only broad categories of configurations/ items of hardware/ software, which may vary either side. The AMC is on 'as is where is' basis during the currency of the contract.

- vii. As the quality of service support rendered by the vendor is directly linked to the AMC rate, the Bank retains the right of rejecting the abnormally low quotes compared to the industry norms.
- viii. The L1 vendor will be determined on the basis of the lowest quote for each cluster. However, the vendor allocation will be at the sole discretion of the bank. Bank also reserves the right to change the vendor after evaluation of quality of service; such evaluation would be made after the end of first three months of commencement of the contract at LHO, Jaipur.
- ix. Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.
- x. Bank reserves the right to appoint a consultant at any stage during bidding process.
- xi. During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder.
- xii. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.
- xiii. The Vendor to submit an undertaking stating "Only genuine parts will be used in replacement of parts during AMC of hardware/ software & networking in allotted clusters".
- xiv. If the vendors so desire, they may inspect the systems at locations in different Clusters mentioned in RFP. The site inspection will be permitted on request and by prior arrangement with the respective Cluster.
- xv. **Team of engineers per cluster:** Minimum one (01) Service Engineer will be provided for maximum 15 branches/ offices (to cover maximum of 100 desktops). Location of stationing of engineers will be decided in consultation with concerned R&DB AO, FIMM RBO & CM (ITS). Requirement of resident Engineers given in **Appendix-R** is minimum and may increase as per actual requirement of the cluster.
- xvi. Any individual office with up to 100 (± 10) workstations or in case of multiple offices situated in the same premises with up to 100 (± 10) workstations, one resident engineer should be placed. If the number of workstations crosses 150 another engineer must be deployed.
- xvii. Bank will not be responsible for any violation of statutory obligations applicable to the vendor as an employer.



- xxviii. The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/ and other personal information) like Know Your Employee etc.
- xix. The Vendor would be responsible for the overall technical support of the area in which the support service team employed by him is working. This support also includes cluster servers.
- xx. The support service team would have proven expertise in rendering support services in similar capacity.
- xxi. The support service team would be qualified as a B.E. / B. Tech / BCA / BSc (IT) or 3-year Diploma holder from a reputed university.
- xxii. The Head of support service Engineers in each cluster should have a minimum of 5 years' experience in Hardware AMC support preferably with SBI.
- xxiii. **The support service team shall be dedicated for SBI only** and shall report to and operate from a designated SBI branch/office only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.
- xxiv. In case of **AMC of Local Head Office, C-Scheme, Tilak Marg, Jaipur** the vendor shall arrange for one engineer per 100 nodes with minimum number of six (06) resident engineers including one team leader, as per qualification/ experience applicable.
- xxv. Vendor will have the right to change Service engineer(s) deputed in a cluster. Any such change will be intimated to the Bank well in advance and make suitable arrangement.
- xxvi. The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/her performance.
- xxvii. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares, maintenance of existing LAN setup including Network Components and helping the users during installation and stabilization of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.
- xxviii. The vendor must trouble shoot the passive networking components viz LAN cables, I/O Ports, Jack Panels, Patch Chords etc. Loose connections/tracing/support etc to be done by the vendor. In case of new cabling or replacement of passive components, the bank shall arrange for the same.
- xxix. All Resident Engineers should be accessible through telephone/Mobile phone to



facilitate prompt communication; non-availability of Engineer on any specific time/day should be conveyed in advance to the branch and alternative arrangements must be worked out.

- xxx. Escalation matrix to be submitted along with the technical bid.
- xxxi. **Vendor will ensure that all the Engineers deployed by the Company are always in Company Uniform with Company ID Cards displayed. In case there is no official Company Uniform then the Engineers Deployed must be in Smart Formals.**
- xxxii. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated.
- xxxiii. Service Provider shall implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc. as and when released as per requirements of the Bank.
- xxxiv. Service Provider shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.
- xxxv. During the AMC period, Service Provider will have to undertake comprehensive support of the specified hardware. Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.
- xxxvi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- xxxvii. The vendor in each cluster shall keep sufficient quantities of spares of essential kits or parts of the equipment. Service Provider will maintain spares as per **Appendix-Q**.
The stock of spares will be maintained at Bank location suitably agreed between Bank & Vendor. The spares must be original and as per the standard hardware configuration as approved by the Bank. A certificate in this regard is to be submitted to the respective R&DB AO/ FIMM RBO by 1st of every month after physical verification by AO/ RBO IT team.
- xxxviii. The Bank will have the right to verify the stock position of the vendor from time to time. Violations in maintaining the sufficient spares in each cluster will be treated as a serious lapse on the part of the vendor. Any shortage detected at the time of such a surprise check by the Bank will earn a penalty of 1% of the AMC valuable for the relative quarter, at the discretion of the Bank. This is independent and above of any other penalty.
- xxxix. **Preventive maintenance:** The Company shall conduct preventive maintenance (including but not limited) to inspection, testing, satisfactory execution of all appliances, replacement of unserviceable parts & necessary repairing of the equipment within the first fifteen days of the commencement of this agreement & once in every subsequent Quarter thereafter. Notwithstanding the foregoing, the



company recognize SBI's operational needs & agrees that SBI shall have the right to require the company to adjourn preventive maintenance from any scheduled time to a date & time, not later than fifteen working days thereafter. For the purpose of preventive maintenance & other maintenance services, the company shall arrange for services of qualified engineers at the cluster/identified centre (one exclusive engineer for every 15 branches/offices or part thereof) for ensuring satisfactory functioning of the equipment. The engineer will be qualified, experienced and dedicated for SBI use only and shall report to and operate from a designated SBI branch/ office only. The vendor will have the right to change the service engineer(s) deputed in a cluster, but any change will be intimated to the Bank well in time and must have the approval of the Bank. AMC service will be provided by the vendor's own engineers and not through dealers/distributors etc. As a precaution, and to minimise the chances of any damage to the equipment because of earthing related issues, the AMC Engineer will check and advise the level of voltage flowing thru' neutral and earth, as a part of Preventive Maintenance.

- xl. The company shall correct all faults & failures, due to any reasons, in the equipment & shall repair & replace worn or defective parts of the equipment immediately. In cases where unserviceable parts of the equipment need replacement the company shall replace all such parts at no extra cost to SBI with brand new parts or those equivalent to new parts in performance. The company in effecting any such replacement shall not remove the equipment or any part thereof until the company is ready to move in substitute equipment or part or parts to replace it. If the replaced part or parts not one identical in all respects to the part replaced, The Company shall inform SBI in writing at the time of such replacement. SBI in such cases have the right to request the Company shall replace the parts with the original compatible part only & the company shall comply with such request forthwith.
- xli. The company shall ensure those faults & failures intimated by SBI as above are diagnosed & repaired within 02 hours plus journey time. If the repair work is expected to be prolonged beyond 02 hours plus journey period of downtime, the company shall replace the defective equipment with standby equipment immediately & restore operations.
- xlii. **Third Party Maintenance:** The Vendor shall not provide AMC Services through Franchisees/sister concerns/Third party vendors. **As per scope of this RFP, sub-contracting is not permitted.**
- xliii. Extension of AMC: The AMC for the cluster will be valid for a period of 12 months subject to extension thereafter on the same rates and terms & conditions at the discretion of the Bank provided the service support at all the branches/offices falling under the cluster is found to be satisfactory.

26. PAYMENTS, CHARGES & PENALTIES:

i. PAYMENTS-

- a) Payment shall be made in Indian Rupees.
- b) The AMC charges will be calculated based on the list of hardware submitted by the respective offices/ branches at the end of each quarter. The AMC charges will be payable in four quarterly installments, at the end of each quarter within 15 days of submission of all the required documents. Payment will be made by the respective R&DB AO, FIMM RBO, or ITS Department for LHO, after deducting penalty if any. At the time of submission of the bills, the following certificates from each branch must be submitted.
 - i Satisfactory service report
 - ii Confirmation of preventive maintenance /visit certificate
 - iii Penalty/No Penalty admissible.
- c) The impact of any increase / decrease in taxes, duties or any other statutory levies shall be borne by the AMC Vendor on both sides of the change.
- d) The hardware/peripheral items not covered under warranty will be covered automatically under AMC during the currency of the contract. Bank will not make any extra payment towards maintenance/repair whatsoever except payment of charges incurred on printer ribbon, toner, cartridges etc.

ii. CHARGES-

- a) The charges payable by SBI to the vendor for the repair & maintenance services of the equipment described in Appendix – B of tender documents & unless provided for elsewhere herein, no additional charges shall be claimed by the company.
- b) The company shall submit to SBI, the invoices for the payments due in accordance with this agreement. The AMC amount payable annually has been determined for the cluster, as indicated below, based on broad category of hardware items irrespective of the actual configurations at each FCB/ office in the cluster. Although most of such categories in the configuration are listed in Appendix – C of the tender documents for the purpose, more categories may be added, if required necessary.

Sl. No	Cluster	Hardware Value (Rs.) as per RFP	Discovered Rates (%) age	Amount Payable Annually (Rs)
1				



AMC fee @ of the value of hardware items under SBI cluster will be paid to the vendor in four equal quarterly installments (after completion of the quarter), subject to penalty clause of this Agreement.

iii. PENALTIES-

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

27. RIGHT TO VERIFICATION:

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

28. RIGHT TO AUDIT:

- i. The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank. The Bank shall ensure that such external auditors, or by agents appointed to act on its behalf are not competitors of the Service Provider.
- ii. It is agreed that the Bank shall have the access to all books, records and information (other than financial information) relevant to the Services provided by the Service Provider under this Agreement.
- iii. The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.
- iv. The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- v. The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association. The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.
- vi. The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the



- Bank in this regard.
- vii. The Service Provider agrees that the Complaints/feedback, if any received from the Branches/Offices of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.
 - viii. The Bank shall comply with all security and confidentiality policies of the Service provider.

29. SUBCONTRACTING:

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

30. VALIDITY OF AGREEMENT:

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

31. LIMITATION OF LIABILITY:

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



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

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

32. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 15 of Service Level Agreement placed as Appendix to this RFP. The Service Provider acknowledges that all materials & information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof consists of Confidential & proprietary data whose disclosure to or used by third parties will be damaging or cause loss to SBI. The company agrees to hold such materials & information’s 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 & not to release or disclose it to any other party. The company agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use & non-disclosure of confidential information under this agreement can be fully satisfied.

33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of Service Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.



- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

34. SERVICE PROVIDER'S OBLIGATIONS:

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



35. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used/ supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause 35 (iv) and 35 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.



36. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

37. CONFLICT OF INTEREST:

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



as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

38. CODE OF INTEGRITY AND DEBARMENT/ BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall



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

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



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

v. Debarment/ Banning

Empanelment/ participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/ participation in the Bank’s procurement process shall be considered against delinquent Vendors/ Bidders:

(a) Holiday Listing (Temporary Debarment - suspension):

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empaneled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank’s procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or



other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 38(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/ RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/ Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.



(c) **Banning from Ministry/ Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

39. TERMINATION FOR DEFAULT:

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

Prior to providing a written notice of termination to Service Provider under clause 39 (i) (a) to 39 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

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



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

40. FORCE MAJEURE:

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



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

- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

41. TERMINATION FOR INSOLVENCY:

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

42. TERMINATION FOR CONVENIENCE:

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

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

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



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

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

44. GOVERNING LANGUAGE:

The governing language shall be English.

45. APPLICABLE LAW:

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

46. TAXES AND DUTIES:

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



- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider.

47. TAX DEDUCTION AT SOURCE:

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

48. NOTICES:

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

Bank's address for notice purposes:

Assistant General Manager (ITS)
ITS Department, 1st Floor,
State Bank of India,



Local Head Office,
C-Scheme, Tilak Marg,
Jaipur - 302005
Phone: 0141- 2256212
e-mail: agmits.lhojai@sbi.co.in

Vendor's address for notice purposes:

<To be filled in by the Vendor>



Part-II
APPENDIX A to U



Appendix-A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid Envelope)

Date: _____

To:

Assistant General Manager (ITS)
ITS Department, 1st Floor,
State Bank of India, Local Head Office,
C-Scheme, Tilak Marg, Jaipur - 302005

Dear Sir,

Ref: RFP No. ITS-JAI/AMC/2020-21/1 dated 02/12/2020

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

i. While submitting this Bid, we certify that:

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



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



- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP.
- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2021

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

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

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

Duly authorised to sign Bid for and on behalf of

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



**Appendix-B**

**BIDDER'S ELIGIBILITY CRITERIA**

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

| S. No. | Eligibility Criteria                                                                                                                                                                                                                         | Compliance (Yes/No) | Documents to be submitted                                                                                                                                              |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The Bidder must be an Indian Company/ LLP / Firm registered under Companies Act in India.                                                                                                                                                    |                     | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association.               |
| 2.     | The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |                     | Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable. |
| 3.     | The Bidder must have an average turnover of minimum Rs. Five crore (Rs. 05 Crore) during last 03 (three) financial year(s) i.e. FY 2017-18, FY 2018-19 and FY 2019-20 in the Hardware Maintenance & Support Business.                        |                     | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding 03 year may be submitted.)                     |
| 4.     | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.                                                                 |                     | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                    |



|    |                                                                                                                                                                                                                                                                                     |  |                                                                                                 |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|
| 5  | Bidder should have experience of minimum 03 years in providing hardware and maintenance support services to Corporate Clients/ Government/ PSUs/ Public Sector Banks in India and have recently handled a single client of not less than Rs 50 lacs per annum.                      |  | Copy of the order and / or Certificate of completion of the work.                               |
| 6. | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.<br>(Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required)                            |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-M</b> |
| 7. | Bidder should have a minimum of three other clients, who are availing similar services from them. One of the clients should have branch/ office network of more than 100 locations and/ or having more than 300 desktops (one cluster/ location) as AMC/ Warranty service provider. |  | Copy of the order and / or Certificate of completion of the work.                               |
| 8. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                               |  | Brief details of litigations, disputes, if any are to be given on Company's letter head.        |
| 9. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.        |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                         |



|     |                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 11. | Certifications available for hardware maintenance and support services.                                                                                    |  | Copy of valid certificates to be provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12. | Bidder should have established office with sufficient experience in the geographic area of Rajasthan with sufficient number of skilled manpower.           |  | Documentary evidence of presence with support set up in Jaipur Circle (Rajasthan State).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 13. | Security deposit for empanelment                                                                                                                           |  | Rs.50,000/- (Rupees Fifty Thousand Only) in form of DD or Bank Guarantee. Security in form of BG should be valid for Five (05) year(s) and three months from the effective date of the empanelment.                                                                                                                                                                                                                                                                                                                                                                                |
| 14. | Earnest Money Deposit for AMC Tender                                                                                                                       |  | The Bidder shall furnish, as part of its Bid, an EMD of Rs.10.00 lac (Rupees Ten lac only). The EMD shall be denominated in Indian Rupees and shall be paid EITHER by Demand Draft or Pay Order issued by any Scheduled Commercial Bank in favour of "State Bank of India, LHO Jaipur" payable at Jaipur OR in the form of a Bank Guarantee as per " <b>Appendix-J</b> " issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State Bank of India payable at Jaipur and valid for a period of 180 days with claim period of one year. |



|     |                                                                                                                                       |  |                                                                                                                                                                                             |
|-----|---------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15. | Project Management Methodologies -<br>The vendor must have a web based /<br>telephonic call logging system for<br>service complaints. |  | Profile of project Team /<br>previous Assignments of<br>similar nature / Details project<br>plan to be<br>submitted (How calls of<br>similar nature have been<br>handled in other projects) |
|-----|---------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**Care:** The existing empaneled computer hardware vendors of state Bank of India must fulfill all the eligibility criteria to qualify for empanelment as AMC vendor.

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-C**

**VENDOR EVALUATION METRIC**

| Sr. No    | Item/ Requirement                                                                                                                                                                    | Score          | Minimum Score                                                                                                                                                                                                                                                                                                                                                                                                            | Maximum Score |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| A.        | A listed company rendering AMC services with presence in entire area of operation.                                                                                                   |                | Eligible without applying scoring matrix, subject that the Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by GITC Belapur/ any other SBI entity/ any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. Documentary evidence & presentation mandatory |               |
| <b>B.</b> | <b>Other than listed firms / companies</b>                                                                                                                                           |                |                                                                                                                                                                                                                                                                                                                                                                                                                          |               |
| B.1       | Year of commencement of business<br>Upto 3 years<br>> 3 and upto 5 years<br>> 5 years                                                                                                | NIL<br>5<br>10 | 5                                                                                                                                                                                                                                                                                                                                                                                                                        | 10            |
| B.2       | <b>Net Profit as per audited balance sheet and Profit &amp; Loss</b><br>Net profit in one of the last two financial years<br>Net profit in last two F.Y.                             | 5<br>10        | 5                                                                                                                                                                                                                                                                                                                                                                                                                        | 10            |
| B.3       | <b>Average Annual Turnover for previous two financial years towards direct sales in the hardware maintenance and support business</b><br>05 crores<br>10 crores<br>20 crores or more | 5<br>10<br>15  | 5                                                                                                                                                                                                                                                                                                                                                                                                                        | 15            |
| B.4       | <b>ISO accreditation</b><br>Accreditation in the last FY.                                                                                                                            | 3              | 0                                                                                                                                                                                                                                                                                                                                                                                                                        | 5             |



|     |                                                                                                                                                                                                                                                                                                                                        |                |   |    |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---|----|
|     | One or more accreditations with at least one in the last F.Y.                                                                                                                                                                                                                                                                          | 5              |   |    |
| B.5 | <b>Geographical presence with ability to resolve AMC call within 4-6 hours</b><br>In one cluster<br>In two cluster<br>Entire Jaipur Circle                                                                                                                                                                                             | 5<br>10<br>15  | 5 | 15 |
| B.6 | <b>Existing Manpower support (Technicians / Engineers with experience in installation &amp; trouble shooting of Networking, Oracle, Linux, Windows OS (all versions), iOS and new computer technologies – supported by disclosures made to statutory authorities)</b><br>Upto 10 Engineers<br>11 to 20 Engineers<br>Above 20 Engineers | NIL<br>5<br>15 | 0 | 15 |
| B.7 | <b>AMC Payment receipts in previous financial year</b><br>50 lacs<br>70 lacs<br>01 crore or more                                                                                                                                                                                                                                       | 5<br>10<br>15  | 5 | 15 |
| B.8 | <b>Major AMCs taken up during the last 3 years – other than SBI and its associates/subsidiaries (copy of agreement forms to be include in technical bid)</b><br>With MNC/PSU/Corporates/BFSI upto 100 Desktops<br>With MNC/PSU/Corporates/BFSI above 100 Desktops<br>BFSI vertical (Minimum 100 branches)                              | 5<br>10<br>15  | 5 | 15 |



|     |                                                                                |    |   |    |
|-----|--------------------------------------------------------------------------------|----|---|----|
| B.9 | <b>Existing satisfactory relationship with SBI/ Associates or subsidiaries</b> |    | 0 | 15 |
|     | Existing relationship with associates or subsidiaries of SBI                   | 10 |   |    |
|     | Existing relationship with SBI in other circles                                | 15 |   |    |

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

- The above criteria in 'A' is meant for listed company only (No Minimum score required)
- The above criteria from B.1 to B.9 are meant for other than listed firms / companies (Minimum score required 35)

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

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

**Name & Signature of authorised signatory**

**Seal of Company**



**Appendix-D**

**TECHNICAL & FUNCTIONAL SPECIFICATIONS**

**A. BROAD CATEGORY OF HARDWARE AND SOFTWARE USED IN BANK**

**Hardware:**

- Servers
- Desktops / All-in-One Desktops / Nodes / Clients / Laptops
- Peripherals / Laser Printers / Ink Jet / Ink Tank Printers / Multi-Function Printers
- Flat Bed Scanners/ ADF Scanners/ CKYC Scanners
- Web Cams/ VC Equipments
- CTS Scanners
- Networking Components

**Software:**

- Windows 2012 Server or higher
- Linux
- Window 10 Pro/ Enterprise
- Sun Solaris (COBOL / Oracle based application)
- Oracle 10g / 11g or higher
- Lotus Symphony
- Microsoft Office (Any version) including Office 365
- Utilities: Acrobat Reader/ Win Rar/ Microsoft Teams
- Trend Micro AV/ VM Ware/ BMC Client/ Aruba Clear Pass/ McAfee DLP/ Cloud Strike/ IPM Plus/ Fingerprint Sensors/ Jeevan Pramaan/ and any other agent authorized by the Bank

**B. GENERAL CONFIGURATION OF HARDWARE / SOFTWARE AT BRANCHES/ RBO's/ AO's/ SBILD's/ LCPC/ AND OTHER CC CELLS**

*(The list is purely illustrative/ indicative regarding make / model / configuration/ quantity)*

| S.No. | Item                                                                                               | Qty |
|-------|----------------------------------------------------------------------------------------------------|-----|
| 1.    | <b>Hardware Items</b>                                                                              |     |
| 1.a   | <b>Tower Server (including TFT)</b><br>Intel Xeon Dual / Quad Core<br>2GB / 4GB/ 8GB RAM or better | 0-1 |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|     | <p>2*(150/300/450) GB HDD<br/>Windows Server 2008/ 2012<br/>Mouse &amp; Keyboard device<br/>Trend Micro AV software and other standard agents</p>                                                                                                                                                                                                                                                                                                                                 |       |
| 1.b | <p><b>Desktops / Nodes / Clients (including TFT)</b><br/>Pentium IV / Pentium V / Core2Duo/ Dual Core/<br/>Core i3 / Core i5 / AMD A5/ AMD A8/ AMD A10/<br/>Ryzen 3 etc of various speeds<br/>2 GB/ 4 GB/ 8GB/ 16 GB RAM or more<br/>300 GB/ 500 GB/ 1TB (or greater) IDE/ SATA<br/>HDD or SSD or both<br/>Windows 10 Pro/ Ent or any other OS specified by<br/>the Bank<br/>USB/ PS2 Keyboard and Mouse<br/>TFT Screen<br/>Trend Micro AV software and other standard agents</p> | 3-200 |
| 1.c | <p><b>High End Desktops / All-in-One Desktops (including TFT)</b><br/>Core i5 / Core i7/ Ryzen 5 etc of various speeds<br/>8GB/ 16 GB/ 32GB RAM or more<br/>250 GB/ 500 GB/ 1TB (or greater) IDE/ SATA<br/>HDD or SSD or both<br/>Win 10 Pro/ Ent or any other OS specified by the<br/>Bank<br/>USB/ PS2 Keyboard and Mouse<br/>TFT Screen<br/>Trend Micro AV software and other standard agents</p>                                                                              | 0-50  |
| 1.d | <p><b>Laptops</b><br/>Core2Duo/ Dual Core/ Core i3 / Core i5 / Core i7/<br/>AMD A5/ A8/ A10/ Ryzen 3/5/7 etc of various<br/>speeds<br/>2 GB/ 4 GB/ 8GB/ 16 GB RAM or more<br/>300 GB/ 500 GB/ 1TB (or greater) IDE/ SATA<br/>HDD or SSD or both<br/>Windows 10 Pro/ Ent or any other OS specified by<br/>the Bank<br/>Trend Micro AV software and other standard agents</p>                                                                                                       | 0-10  |
| 1.e | <p><b>Peripherals</b><br/>Flat Bed Scanner</p>                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0-1   |



|     |                                                                                                                                                                                                                                                                           |        |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|     | ADF Scanner/ CKYC Scanner                                                                                                                                                                                                                                                 | 1-5    |
|     | Laser printer (Low/ Mid-Level)                                                                                                                                                                                                                                            | 1-5    |
|     | Laser Printer (Heavy Duty)                                                                                                                                                                                                                                                | 0-2    |
|     | Multifunction Printer (MFP) (Printer, Copier, Fax)                                                                                                                                                                                                                        | 1-5    |
|     | Color Ink Jet/ Ink Tank Printer                                                                                                                                                                                                                                           | 0-1    |
|     | Color Laser Printer                                                                                                                                                                                                                                                       | 0-1    |
|     | Dot Matrix Printer                                                                                                                                                                                                                                                        | 1-2    |
|     | Passbook Printer                                                                                                                                                                                                                                                          | 1-3    |
|     | Line Printer (Printrionics / Tally / IBM / Lipi)                                                                                                                                                                                                                          | 0-1    |
| 1.f | <b>NETWORKING COMPONENTS:</b><br>All networking devices installed at the branch including secondary switch/ hub/ IOs/ LAN cabling, Patch Cords, Networking Rack, Jack Panel etc. (Excluding Router & Primary Switch installed by Dimension Data/ Other Service Providers) | varies |
| 2   | <b>Softwares (only support)</b>                                                                                                                                                                                                                                           |        |
| 2.a | Windows Server 2012                                                                                                                                                                                                                                                       | 0-1    |
| 2.b | Microsoft Office 2013/2016/ Office365                                                                                                                                                                                                                                     | 0-1    |

**C. GENERAL CONFIGURATION OF HARDWARE / SOFTWARE AT LOCAL HEAD OFFICE**

~~~~~  
(The list is purely illustrative/ indicative regarding make / model / configuration/ quantity)

S.No.	Item	Qty
1.	Hardware Items	
1.a	Tower Server (including TFT) Intel Xeon Dual / Quad Core 2GB / 4GB/ 8GB RAM or better 2*(150/300/450) GB HDD Windows Server 2012 Mouse & Keyboard device Trend Micro AV software and other standard agents	1-2
1.b	Desktops / Nodes / Clients (including TFT) Desktops (Models from Wipro/ HCL/ PCS/ ACER/ CHIRAG/ SIS/ HP/ Dell/ Lenovo etc.)	400-500



	<p>TFT monitors Pentium IV / Pentium V / Core2Duo/ Dual Core/ Core i3 / AMD Processors/ Ryzen 3 etc of various speeds 2GB/ 4GB/ 8GB/ 16GB/ 32 GB or better RAM, 300/ 500GB/ 1 TB (or greater) IDE/SATA HDD or SSD or both Windows 10 Pro/ Ent/ or any other specified by the Bank PS2/ USB Keyboard & Mouse Trend Micro Anti-virus software and other standard Configuration</p>	
1.c	<p>High End Desktops / All-in-One Desktops (including TFT) Desktops (Models from ACER/ HP/ Dell/ Lenovo etc.) Core i3/ i5/ Core i7/ Ryzen 5/ 7 etc of various speeds 16 GB/ 32GB RAM or more 250 GB/ 500 GB/ 1TB (or greater) IDE/ SATA HDD or SSD or both Win 10 Pro/ Ent or any other OS specified by the Bank USB/ PS2 Keyboard and Mouse TFT Screen Trend Micro AV software and other standard agents</p>	30-50
1.d	<p>Laptops Core2Duo/ Dual Core/ Core i3 / Core i5 / Core i7/ AMD A5/ A8/ A10/ Ryzen 3/5/7 etc of various speeds 2 GB/ 4 GB/ 8GB/ 16 GB RAM or more 300 GB/ 500 GB/ 1TB (or greater) IDE/ SATA HDD or SSD or both Windows 10 Pro/ Ent or any other OS specified by the Bank Trend Micro AV software and other standard agents</p>	1-20
1.e	<p>Peripherals Flat Bed Scanner</p>	



	ADF Scanner/ CKYC Scanner Laser printer (Low/ Mid-Level) Laser Printer (Heavy Duty) Multifunction Printer (MFP) (Printer, Copier, Fax) Color Ink Jet/ Ink Tank Printer Color Laser Printer Dot Matrix Printer Passbook Printer Line Printer (Printrionics / Tally / IBM / Lipi)	300- 400
1.f	NETWORKING COMPONENTS: Network Switches 8/16/24 Ports	20-50

Note :

1. These are indicative configuration & quantity. Actual configuration to be verified at the locations before entering Annual Maintenance Contract.
2. Please note that above mentioned quantities may be increased/ decreased, and payment will be made on actual basis by the respective AO/ RBO/ Offices.
3. L1 will be decided through reverse auction for each cluster.
4. Support for Operating System, fine tuning, updation etc. will also be part of AMC
5. Vendor will also extend support in installing / error removing of the applications
6. For security and data protection various agents need to be installed in systems. Trend Micro AV/ VM Ware/ BMC Client/ Aruba Clear Pass/ McAfee DLP/ Cloud Strike/ IPM Plus/ Fingerprint Sensors/ Jeevan Pramaan/ and any other agent authorized by the Bank. The vendor to provide support for these agents also.



D. GENERAL CONFIGURATION OF PERIPHERALS

SNo.	Peripheral Name	Configuration
1	Line Matrix Printer	500 LPM or higher with Integrated Print Server / LAN Card, Pedestal Model
2	Dot Matrix Printer	24 pins,250cps or higher, BOCol:24Pin, 225cps or higher@ 10cpiDraft, 80 Column 66 or above, Print head life: higher, Ribbon Life: 3 150 million strokes.
3	Passbook Printer	24 Pin, 300 cps or higher Draft, Ports: Parallel / Serial / USB (any two), Ribbon Life: 3 million characters, Print Head Life: 400 million dots, Horizontal & Vertical Type.
4	Cash Receipt Printer	Dot Matrix Printer40 Column, 4.5 Lines/Sec. or more, USB or Parallel Interface, Mono Printing, Paper Width: 75.5 mm (3 inch) or more
5	Network LaserJet Printer (Mid-Level)	Mid-Level Mono Printer: 24ppm (A4) or Higher, Processor 200 MHz, Resolution 600 x 600 dpi, Built-in Network Interface, Duplex Printing, 32 MB RAM
6	Network LaserJet Printer (Heavy Duty)	Heavy Duty Mono Printer: 35 ppm (A4) or Higher, Processor 300 MHz or higher, Resolution 1200 x 1200 dpi, Built-in Network Interface, Duplex Printing, 32 MB RAM or more, One High Speed USB 2.0 or Parallel Port
7	Multifunction Printer: Mid-Level MFD	25ppm or more, Processor200 MHz or higher, Printer/Fax/Copy/Scan, 32MB RAM or more, Hi-Speed USB 2.0, Built-in
8	Flat Bed Scanner: Image Sensor Type	CIS/CCD, Resolution: 1200 dpi or more, Scanning Speed: 8 seconds or less, Connectivity: High-Speed USB 2.0
9	Mid-size ADF+ Flatbed Scanner Automatic Document Feeder	ADF+ Flatbed, Speed 40 ppm or higher, Resolution 600 x 600 dpi, connectivity USB 2.0, scanning mode-simplex & duplex, paper size-multiple



10	Ink Tank Printer	30 ppm or better, Noise 60dBA or less, Print/Copy/Scan, Both Color and Mono printing, One High Speed USB 2.0 or Parallel Port, Built-in Network Interface, Duplex Printing with Automatic Document Feeder (ADF)
11	Multifunction Printer: Mid-Level MFD (Color)	16ppm, Processor 400MHz or higher, Print/ Copy/ Scan, 256 MB RAM or more, Hi-Speed USB2.0, Built-in Network Interface, Duplex Printing with Automatic Document Feeder (ADF)
12	CKYC Scanner	HP Scanjet PRO 3000 S3 & HP Scanjet Enterprise Flow 5000 S4

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

Dated this day of 202

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of



Appendix-E

BIDDER DETAILS

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	
9	Details for EMD Refund (applicable only if EMD is directly credited in designated account):- a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	
10	The bidder should provide CV of Project Manager & Team Lead that demonstrates proven experience in executing projects similar in scope and complexity	

Name & Signature of authorised signatory

Seal of Company



Appendix-F

INDICATIVE PRICE BID
(to be included in Indicative Price Proposal Envelope)

To:

Assistant General Manager (ITS)
ITS Department, 1st Floor,
State Bank of India, Local Head Office,
C-Scheme, Tilak Marg, Jaipur - 302005

Dear Sir,

Ref: RFP No. ITS-JAI/AMC/2020-21/1 dated 02/12/2020

~~~~~  
**INDICATIVE PRICE BID FOR CLUSTER(S) AS DETAILED BELOW**

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

| S. No | Cluster Name & Code                                           | Cluster Number | Indicative Bid price (%age) | Indicative Bid price (%age) (in words) |
|-------|---------------------------------------------------------------|----------------|-----------------------------|----------------------------------------|
| 1     | R&DB AO-1<br>Jaipur (11)                                      | 1              |                             |                                        |
| 2     | R&DB AO-2<br>Jaipur (12)                                      | 2              |                             |                                        |
| 3     | R&DB AO-3<br>Udaipur (21)                                     | 3              |                             |                                        |
| 4     | R&DB AO-4<br>Jodhpur (22)                                     | 4              |                             |                                        |
| 5     | FIMM RBO<br>Jaipur (31) &<br>FIMM RBO<br>Alwar (32)           | 5              |                             |                                        |
| 6     | FIMM RBO<br>Bikaner (33) &<br>FIMM RBO<br>Hanumangarh<br>(34) | 6              |                             |                                        |



|   |                                                  |   |  |  |
|---|--------------------------------------------------|---|--|--|
| 7 | FIMM RBO Kota<br>(35) & FIMM RBO<br>Udaipur (36) | 7 |  |  |
| 8 | FIMM RBO<br>Jodhpur (37)                         | 8 |  |  |
| 9 | LHO Jaipur<br>(31331)                            | 9 |  |  |

Dated this ..... day of ..... 2020

---

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

---



**Appendix-G**

**COMMERCIAL BID (ONLINE REVERSE AUCTION)  
(To be submitted by the L1 vendor)**

To:  
Assistant General Manager (ITS)  
ITS Department, 1st Floor,  
State Bank of India, Local Head Office,  
C-Scheme, Tilak Marg, Jaipur - 302005

Dear Sir,

**Ref: RFP No. ITS-JAI/AMC/2020-21/1 dated 02/12/2020**

**REVERSE AUCTION DATED:  
COMMERCIAL BID FOR CLUSTER(S) AS DETAILED BELOW**

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

We confirm the quoted rate for the clusters in online reverse auction dated \_\_\_\_\_  
for the RFP No. ITS-JAI/AMC/2020-21/1 dated 02/12/2020 as below:

| S. No | Cluster Name | % AMC Rate per year on replacement cost given in RFP (for applicable cluster by L1 vendor) [Excluding Service Tax/GST] |
|-------|--------------|------------------------------------------------------------------------------------------------------------------------|
| 1     |              |                                                                                                                        |
| 2     |              |                                                                                                                        |
| 3     |              |                                                                                                                        |

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

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

Dated this ..... day of ..... 202

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

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

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

Duly authorised to sign Bid for and on behalf of  
\_\_\_\_\_



Appendix-H

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. RFP No. ITS-JAI/AMC/2020-21/1 dated 02/12/2020.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.



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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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



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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

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





**Appendix- I**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
Asst. General Manager (ITS)  
State Bank of India, Local Head Office,  
ITS Department, 1st Floor,  
C-Scheme, Tilak Marg,  
Jaipur, Rajasthan - 302005

**EMD BANK GUARANTEE FOR  
ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTER HARDWARE /  
SOFTWARE/ NETWORKING INSTALLED AT ALL BRANCHES / OFFICES  
OF SBI IN GEOGRAPHICAL AREA OF JAIPUR CIRCLE  
TO MEET SUCH REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET  
OUT IN THE RFP NO. ITS-JAI/AMC/2020-21/1 DATED 02/12/2020**

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 to provide maintenance of Hardware, Software & Networking as are set out in the Request for Proposal ITS-JAI/AMC/2020-21/1 dated 02/12/2020.

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) that may be demanded



by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force for a period 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.



- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before\_\_\_\_(date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Jaipur, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

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

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



**Appendix-J**

**Other terms and Penalties**

1. On-site comprehensive AMC: AMC would be on-site and comprehensive in nature. Vendor will provide support for operating systems and other preinstalled software components during AMC period of the hardware on which these software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
2. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - (a) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
  - (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday) (which may extend in case of exigencies). 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 its own its premises.
  - (c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 02 hours (journey time).
  - (d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 03 hours of being informed of the same.
  - (e) The vendor shall arrange for standby machine / equipment if they are not able to resolve the problem within the stipulated resolution period. In any case the

equipment should be made workable and available not later than the next working day of the Bank.

- (f) Vendor shall ensure that the full configuration of the equipment is available to the Bank in proper working condition viz. uptime of 99% of the time for servers, passbook printers, IOI printers and 95% in respect of other computer hardware. The total downtime at a branch will be calculated as the period an item was not working.
- (g) The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for calculating the total downtime. The call will be treated as closed after final resolution of the problem and confirmation thereof by the Branch. Down time shall start from the time of intimation by the Branch/ Office by phone or email or escalation portal up to the time call sheet is provided by the service engineer. Entries from the online escalation portal can also be used for calculating the penalty.
- (h) Penalty provisions: If the system is not up within the time indicated above and standby provision is not provided, the following penalty rates would be applied.

i. Downtime of Servers

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

ii. Downtime of File Server and/or Passbook Printer and/or IOI Printer

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

iii. Downtime of other Hardware/ Peripherals/ upgradation of software/ patch updating etc.

| Sr. No. | Period for delay | Amount in rupees |
|---------|------------------|------------------|
| 1       | Up to 3 Hour     | Nil              |



|   |                                           |      |
|---|-------------------------------------------|------|
| 2 | Up to 6 Hours                             | 100  |
| 3 | Up to 8 Hours                             | 500  |
| 4 | Thereafter penalty up to 3 days (per day) | 700  |
| 5 | Penalty beyond 3 days (per day)           | 1000 |

- iv. For any other deviations of terms & conditions not included in (i), (ii) & (iii) above:
- a) Rs. 5,000/- per instance
  - b) Rs. 15,000/- if the same instance is repeated
- v. However, if the down time is due to Force Majeure and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.
- vi. The downtime starts from the time of fault reporting by any means (Telephonic/ Fax/ Email/ SMS etc.) and ends at repair / standby provision.
- vii. The total penalty that can be imposed on Vendor under this Agreement will be 25% maximum of the total AMC value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.
- viii. The normal journey time is maximum 2 hours will be allowed.
- ix. Any decision regarding remission or any other issue relating to penalty will be taken up and decided by the committee consisting of undernoted officials based on recommendation of Branch manager/ concerned office/ department:
- a. AGM (ITS) for LHO Jaipur and/or AGM of the RBO under which the branch/ office falls
  - b. CM (OAD) for LHO/ CM (GB)/ CM (Admin)/ or any other CM authorized to make AMC payment at the concerned R&DB AO/ R&DB RBO/ FIMM RBO
  - c. System Official posted at the concerned R&DB AO/ R&DB RBO/ FIMM RBO
- x. If the delay in repair/ maintenance/ upgradation is more than 4 hours plus journey time and the same is attributable to the vendor/ his representative, the Bank may hire the services of a bonafide third party to ensure continuity of Business. Charges/ expenditure so incurred will be recovered from the AMC vendor. Proportionate applicable AMC charges will also not be paid. However, Bank will intimate to the vendor of its intensions of hiring third party. The cost so incurred will be recovered from Vendor.



- xi. Any penalty due during AMC period will be adjusted against the quarterly payments. The penalty will be recovered at Administrative Office/ RBO/ LHO (ITS) level based on the recommendations of Branch Manager/ concerned office/ department.
  - xii. In the event of repeated failures of the equipments, the vendor shall REPLACE the defective equipment with new equipment on demand from the Bank.
- (i) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, during Contract period, not more than three occasions in preceding 90 days, it shall be replaced by equivalent/ superior new equipment or part thereof by Vendor immediately at free of cost during AMC period.
  - (j) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
  - (k) If vendor fails to carryout preventive maintenance during a quarter, pro-rata charges may be deducted by the Bank at its own discretion. The Vendor must ensure that he maintains a datasheet (for each machine available, which will contain the configuration of each machine and dates of completion of various preventive maintenance activities by the Vendor and get it signed from the Branch/ office incharge /concerned. The Vendor shall submit these reports for verification by the IT/ engineer-In- charge at the time of submission of their quarterly invoice to Cluster Incharge at SBI.
  - (l) All engineering changes generally adopted hereafter by Vendor for equipment similar to that covered by the Contract, shall be made to the equipment at no cost to the Bank.
  - (m) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.



- (n) The Bank shall maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and /of malfunction of the equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- (o) Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.
3. Any worn or defective parts withdrawn from the equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, **if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.**
4. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
5. If Bank desires to shift the equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
6. The Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this RFP.
7. If, in any month, Vendor does not fulfill the provisions of clauses 2 (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract. In such event Vendor was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.
8. Future additions of Hardware / Software:





- (a) The Bank would have the right to:
- i. Shift supplied systems to an alternative site of its choice.
  - ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
  - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.
- (b) AMC warranty terms would not be considered as violated if any of 8(a) above takes place. Should there be a fault in the operations of the system, Vendor, would not unreasonably assume that the causes lie with those components/ software not acquired from them.



**Appendix-K**

**Format for Submission of Client References**

*(Multiple copies to be used)*

**To whosoever it may concern**

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

**Name & Signature of authorised signatory**

**Seal of Company**



Appendix-L

**AGREEMENT FOR MAINTENANCE OF COMPUTER HARDWARE,  
SOFTWARE, PERIPHERALS AND OTHER ELECTRONIC EQUIPMENT**

**BETWEEN**

**STATE BANK OF INDIA,** *<Office, Branch, Department which is executing the agreement>*

**AND**

*<The other Party (Contractor/ Service Provider) to the Agreement>*

**Date of Commencement** : *<Effective Date from which the Agreement will be operative>*

**Date of Expiry** : *<Date till when the agreement is valid>*



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This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and one of its Local Head Office at C-Scheme, Tilak Marg, Jaipur (herein after called SBI) Which expression shall include its successors and assignees through Shri \_\_\_\_\_, through its \_\_\_\_\_ Department,<sup>1</sup> hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

\_\_\_\_\_ <sup>2</sup> a private/ public limited company *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956, having its registered office at \_\_\_\_\_ (through its authorised signatory) hereinafter referred to as “**Service Provider/ Vendor/ Company**”, which expression shall mean to include its successors in title and 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 constructed accordingly:

WHEREAS

- (i) “The Bank” is desirous to avail services of M/s \_\_\_\_\_ for repair and maintenance services for Computer hardware, software and peripherals (hereinafter collectively referred to as ‘EQUIPMENT’) installed at various

<sup>1</sup>Name & Complete Address of the Dept.

<sup>2</sup>Name & Complete Address (REGISTERED OFFICE) of service Provider,



branches and offices of BANK (hereinafter called the ‘SITE’), as per the list given in Annexure-B, and as amended from time to time, falling in \_\_\_\_\_ Cluster as per the RFP (Ref: ITS-JAI/AMC/2020-21/1 dated 02/12/2020) at the rates enumerated in Annexure –A;

- (ii) M/s \_\_\_\_\_ has emerged as the shortlisted (L-1) service provider based on the reverse auction conducted on \_\_\_\_\_, as per the RFP terms and as per response and subsequent clarification submitted by M/s \_\_\_\_\_ and accepted by the Bank;
- (iii) The Service Provider is in the business of providing maintenance services and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. Ref: ITS-JAI/AMC/2020-21/1 dated 02/12/2020 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

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 to the following terms and conditions hereinafter contained:

## **1. DEFINITIONS & INTERPRETATION**

### **1.1 Definition**

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 “The Bank” shall mean the State Bank of India.



- 1.1.2 “Agreement” means this agreement including all its Annexures, Schedules, Appendix and all amendments therein agreed by the Parties in writing.
- 1.1.3 “Confidential Information” shall have the meaning set forth in Clause 14.
- 1.1.4 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.5 “Documentation” includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, Data Dictionary, system/ database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 1.1.6 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.7 “Project” means maintenance of computer hardware, software & services at Branches/ Offices under <Cluster Name>.
- 1.1.8 “Project Site” means Branches/ Offices of the State Bank of India under <Cluster Name> where the maintenance services are to be provided.
- 1.1.9 “Project Cost” means the price payable to Service Provider over the entire period of Agreement for the full and proper performance of its contractual obligations.



1.1.10 “Request for Proposal (RFP)” shall mean RFP (Ref: ITS-JAI/AMC/2020-21/1 dated 02/12/2020) issued by SBI for (EMPANELMENT OF VENDORS AND ANNUAL MAINTENANCE CONTRACT (AMC) OF COMPUTER HARDWARE / SOFTWARE/ NETWORKING INSTALLED AT ALL BRANCHES / OFFICES OF SBI IN GEOGRAPHICAL AREA OF JAIPUR CIRCLE) along with its clarifications/ corrigenda issued by the Bank time to time.

1.1.11 “Services” shall mean and include the Services offered by Service Provider under this Agreement. It means maintenance of hardware and other such obligations of the vendor at State Bank of India, <Cluster Name> as per tender till the validity of contract and any other incidental services and other obligations of the service.

1.1.12 “Equipment” means all the hardware, software and/ or services for which the Services Provider is required to provide comprehensive maintenance services to the Bank under the contract.

1.1.13 “AMC” means Annual Maintenance Contract.

## 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.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

### 1.3 Commencement & Terms:

1.3.1 This Agreement shall be deemed to have commenced from **01<sup>st</sup> February, 2021** (Effective Date).

1.3.2 This Agreement shall be in force for a period of one year from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement. This agreement shall also be in force for the period of extension, if extended after one year of the agreement.

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of one year or more than one year. At the time of renewal of the agreement Rates, Terms & Conditions and Notional Replacement value of Hardware shall be subject to review and if required, may be modified.

1.3.4 The agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term, unless terminated earlier in accordance with this Agreement.

1.3.5 Upon termination or after expiry of this agreement, each party shall forthwith return to the other all papers, material & other properties of other



held by each other for purpose of this agreement. In addition, each party will assist the other party in the orderly termination of this agreement on the transfer of all aspects hereof, tangible & intangible as may be necessary for the orderly, non-disputed continuation business of each party.

## 2. SCOPE OF WORK/ SERVICES

The scope and nature of the work which Service Provider must provide to the Bank (Services) is described in **Annexure-C**.

## 3. FEES, TAXES DUTIES & PAYMENTS

Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force.

3.1 All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

### 3.2 Payments

3.2.1 The Bank will pay properly submitted valid AMC invoices within 30 (thirty) days after its receipt thereof after deduction of penalty charges, if any, imposed by the Bank.

3.2.2 All payments shall be made in Indian Rupees.

3.2.3 The Bank may withhold payment of any product/ services that it disputes in good faith and may set-off penalty amount or any other amount which



Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 14 (fourteen) days.

**3.3 Bank Guarantee and Penalties**

- 3.3.1 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule specified in this Agreement.
- 3.3.2 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ (10% of the value of the contract) valid for a period of one (01) year(s) three (03) month(s) i.e. 15 months from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 3.3.3 The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee. Further, unpaid AMC charges, if any, will also not be paid in these circumstances.
- 3.3.4 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the



#### Agreement

- 3.3.5 Performance of the obligations under the Agreement shall be made by Service Provider as specified in this agreement.
- 3.3.6 Any unexcused delay by the Service Provider in the performance of its contract obligations shall render the Service Provider liable to termination of the contract for default as specified in the termination clause herein.
- 3.3.7 Service Provider shall be liable to pay penalty at the rate mentioned in **Appendix-J** of this RFP (Ref: ITS-JAI/AMC/2020-21/1 dated 02/12/2020) in respect of any delay beyond the permitted period in providing the Services.
- 3.3.8 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

#### **4. REPRESENTATIONS & 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/ OEM, vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.

4.1.4 It will provide such cooperation as the other Party reasonably expects/ 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 Service Provider**

4.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with agreed scope of work specified in RFP Ref: ITS-JAI/AMC/2020-21/1 dated 02/12/2020 and subsequent corrigendum and subsequent clarifications. The Service Provider shall adopt 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.

4.2.2 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.

4.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.

4.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by 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.

- 4.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by 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 Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 4.2.6 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 4.2.7 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) 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 this regard.
- 4.2.8 The Service Provider shall comply with applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes wherever required.
- 4.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software



or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank. The Service Provider shall be responsible for all issues relating to labour, maintenance (preventive and corrective) in connection with the repair/ or replacement of any software or specified component.

4.2.10 Service provider shall ensure to comply with the Government/ Bank's guideline relating to COVID-19.

## **5. GENERAL INDEMNITY**

5.1 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 (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) 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.

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

5.3 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.



5.4 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

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

Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

## **7. TRANSITION REQUIREMENT**

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





If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of 5% of the total project cost on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure- D.

## **8. LIQUIDATED DAMAGES**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project cost for delay of each week or part thereof maximum up to 5% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## **9. RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 It is specifically agreed that 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.
- 9.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 9.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 9.4 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.



9.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

9.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

#### **10. SUB CONTRACTING**

As per the scope of this Agreement sub-contracting is not permitted.

#### **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 For any technology / software / product used/ supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

11.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

11.3 Subject to clause 11.4 and 11.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right,



including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

11.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

11.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

## **12. INSPECTION AND AUDIT**

12.1 The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank. The Bank shall ensure that such external auditors, or by agents appointed to act on its behalf are not competitors of the Service Provider.



- 12.2 It is agreed that the Bank shall have the access to all books, records and information (other than financial information) relevant to the Services provided by the Service Provider under this Agreement.
- 12.3 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.
- 12.4 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- 12.5 The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association. The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.
- 12.6 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.
- 12.7 The Service Provider agrees that the Complaints/feedback, if any received from the Branches/ Offices of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.
- 12.8 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents



related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

12.9 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/ data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. Service Provider shall be obligated to provide records/ data related to Services under the Agreement.

### **13. CONFIDENTIALITY**

13.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or compact disks or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that



the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- 13.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 13.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.
- 13.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 13.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 13.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in



connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

13.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
- (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

13.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.



13.9 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.

13.10 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 Service Provider's performance under the Agreement.

13.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

13.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

#### **14. TERMINATION**

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

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





Agreement.

Prior to providing a written notice of termination to Service Provider under clause 14.1 (a) to 14.1 (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

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

14.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 19 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

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

- (i) If any Receiver/Liquidator is appointed in connection with the business of 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.
- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) 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 employees.

- (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 14.5 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.
- 14.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 14.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

## **15. ARBITRATION/ DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

- 15.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
- 15.2 If the parties are not able to solve them amicably within 30 (thirty) days after



dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

- 15.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- 15.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 15.5 Arbitration proceeding shall be held at **Jaipur**, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in **English**.
- 15.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Jaipur** only.
- 15.7 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, in case of disagreement obligations mentioned in this clause shall be observed.



## **16. POWERS TO VARY OR OMIT WORK**

16.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

16.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

## **17. WAIVER OF RIGHTS**

Each Party agrees that any delay or omission on the part of the other Party to



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

## **18. LIMITATION OF LIABILITY**

18.1 The maximum aggregate liability of Service Provider, subject to clause 18.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

18.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

18.3 The limitations set forth in Clause 18.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 11 (infringement of third-party Intellectual Property Right);
- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 18.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or



failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

## **19. FORCE MAJEURE**

19.1 Notwithstanding anything else contained in the RFP/ 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.

19.2 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, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

19.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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



of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

**20. NOTICES**

20.1 Any notice 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, postage prepaid, 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 postage prepaid, telegram or facsimile).

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

20.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

The Assistant General Manager (IT Services)  
State Bank of India, Local Head Office,  
IT Services Department, 1st Floor,  
C-Scheme, Tilak Marg,  
Jaipur, Rajasthan – 302005

(b) In case of Service Provider

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

20.4 In case there is any change in the address of one Party, it shall be promptly



communicated in writing to the other Party.

## **21. GENERAL TERMS & CONDITIONS**

- 21.1 **PUBLICITY:** Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.
- 21.2 **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- 21.3 **NON-HIRE AND NON-SOLICITATION:** During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 21.4 **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 21.5 **MODIFICATION:** This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 21.6 **ENTIRE AGREEMENT:** The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:





- (i) This Agreement;
- (ii) Annexure of Agreement;
- (iii) RFP Ref: ITS-JAI/AMC/2020-21/1 dated 02/12/2020; and
- (iv) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_.

21.7 PRIVACY: 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.

21.8 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

21.9 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

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**  
**Signature:**  
**Name:**  
**Designation:**  
**Date:**

**Service Provider: M/s \_\_\_\_\_**  
**Signature:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1. Signature:

Name:  
Designation:

1. Signature:

Name:  
Designation:

2. Signature:

Name:  
Designation:

2. Signature:

Name:  
Designation:



**ANNEXURE-A**

AMC RATE : \_\_\_\_\_ (Including all taxes but excluding applicable GST which will be payable extra)

Table of << *Notional Replacement value of Hardware Items* >> to be placed here, which will be updated yearly.



**ANNEXURE-B**

<< List of Branches/ Offices of the Cluster along with Hardware Inventory and calculation sheet to be placed here >>

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

**(AMC w.e.f \_\_\_\_\_ to \_\_\_\_\_)**

| Sr No. | Item | Replacement Value | Quantity | AMC Amount                            | Support Cost for Warranty Devices           | Total Cost |
|--------|------|-------------------|----------|---------------------------------------|---------------------------------------------|------------|
|        |      | A                 | B        | $C=(A*B* \text{Discovered Rate})/100$ | $D=((A*B*\text{Discovered Rate})/100)*0.20$ | $E= C+D$   |

**ANNEXURE-C**

**DELIVERABLES/ SCOPE OF WORK**

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

**1. Period of AMC**

- (i) The rates of AMC called for shall remain in force up-to one year from the award of AMC to the vendor.
- (ii) The bank may on its discretion, extend/award fresh AMC for the second consecutive year also at the same rate or modified rate with mutual consent of the vendor. However, the rates cannot be modified upwards and be more than the rates of previous year.
- (iii) The bank may on its discretion, continue the AMC with the vendor for third year also at the mutually negotiated rates and terms and conditions with mutual consent of the vendor.
- (iv) The bank reserves the right to terminate the AMC at any time without assigning reason thereof. The AMC, if renewed, will be renewed yearly.

**2. Scope of AMC services**

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



- (i) To keep all the covered IT systems and associated peripherals neat, tidy and under proper working order. A unit of desktop PC includes CPU unit, TFT/ CRT (Monitors of all sizes), keyboard & Mouse, network cards, webcam, motherboard, processor, smps, c-mos battery, etc and any other components/ accessories as installed/available. However, USB Pen drives are excluded. Printers etc shall include power and other adaptors, logic cards, cords and all parts/ components including plastic parts, (except consumables like ribbon/toner/cartridges). The Vendor shall however, be required to attend to all the attached peripherals.
- (ii) Different types of hardware shall include all types of logic cards, power adaptors etc. Scanners shall include all parts/ components of the scanner including the scanning unit, ADF, power adaptors and other types of adaptors etc and all other components along with the scanner unit. Thin clients shall include all components like TFT (Monitors of all sizes), power adaptors, motherboard/logic cards, cords, and all other components of the unit. Line matrix printers shall include all components including logic cards and all other components, cords, cables, adaptors etc (except printer consumables like toner/ ink cartridges). Printers shall also include print servers attached to the printers wherever available.
- (iii) To diagnose defects, undertake repair / rectification of defects and to carry out on call, corrective, preventive and breakdown maintenance services to set right the reported malfunctioning of the systems. This includes replacement of all defective / unserviceable parts & accessories of Systems / Peripherals etc. like CPU, Mother board, RAM, Hard disk, network cards, network cards, Power supply, PC & Printer interface cords/cables/adaptors, Power Adapters for the Laptop PCs/printers/Modems/speakers and all other peripherals, cords, cables etc, DeskJet/LaserJet/line matrix/dot matrix printer components including power cords and adaptors and all other components (except printer consumables like toner/ink cartridges), scanners (including ADF etc), thin clients etc and all their components, parts and accessories. Vendor shall make his own arrangements of bringing all required tools at SBI Branch /Office premises.
- (iv) After repair, the Vendor shall bring the machine to its satisfactory & acceptable working condition. Used / sub standard / repaired Spare parts in lieu of irreparable components will not be accepted by SBI as a spare parts replacement. The Vendor shall make his own arrangements for bringing the spare parts, software tools & testing equipments for providing the services. The Vendor shall maintain sufficient inventory of frequently required new



& genuine spare parts like Power supply, Hard disks (all types as fitted with the system), Keyboard, TFT/CRTs (Monitors of all sizes), Mouse, device drivers, various cables, connectors and other spare parts etc., to ensure uptime of Systems / Subsystems & Peripherals as per SLA defined at various locations of SBI. However, SBI will extend the facility of storage of these items under lock & key, at the risk of the Vendor at major office locations to the extent of space available and feasible to be offered to the Vendor. SBI will not be held responsible for any missing standby Systems / spare parts / tools etc. from the inventory of the Vendor.

- (v) The Vendor shall ensure uninterrupted availability of new & genuine spare parts of PCs, Printers, Scanners, & other Peripherals. Vendor must be having sufficient expertise & required resources available for prompt maintaining / servicing / repairing of PCs & Peripherals. A comprehensive list of such spares will be provided to the respective IT in charge.
- (vi) If any component of a System / Sub-system gives repeated / recurring problems, resulting in recurring failure of the System then it must be immediately replaced by the Vendor with new & genuine spare parts.
- (vii) Few Systems / Peripherals, covered under AMC are installed at the residence of senior officers of SBI .If required, Vendor shall be required to attend the maintenance calls at their residence. SBI shall provide a list of such PCs/ Peripherals to the Vendor in the beginning of the contract. The list however shall have to be checked and verified by the Vendor (if required, physically also) and the updating of any such list at the start of the contract or subsequently shall be the responsibility of the Vendor at his own cost.
- (viii) Laptops are inclusive of adaptors etc. (excluding Laptop Batteries).
- (ix) AMC shall cover maintenance/ up gradation/ change/ replacement / installation / loading / unloading of all type of software / operating system purchased by the bank (existing / new) on existing HDD and on new HDD including transfer of data in case of new installation or HDD crash and bring the systems under the Banks's ADS (Active Directory Services).
- (x) Maintenance/ Upgrades
  - a. Service provider shall maintain and upgrade the software/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the software/ hardware.
  - b. Service provider should bring to notice of the Bank all release / version change. The services to upgrade / update the patches / versions are to be



provided free of cost, the license if required any, will be purchased and provided by the Bank. Service provider should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.

- (xi) Bidder will also provide first level maintenance/ support for Trend Micro AV/ VM Ware/ BMC Client/ Aruba Clear Pass/ McAfee DLP/ Cloud Strike/ IPM Plus/ Fingerprint Sensors/ Jeevan Pramaan/ and any other agent authorized by the Bank. Any version changes or updates in these softwares/ agents have to be installed by the vendor.
- (xii) Bidder has to support older versions of the software / Hardware / OS/ Middleware etc in case the Bank chooses not to upgrade to latest version.
- (xiii) AMC shall cover all the equipments under contract i.e. computers hardware / peripherals/ software, networking components etc.
- (xiv) The Vendor will maintain inventory of all the electronic equipment at all locations with identified machine no, IP address, MAC ID, Asset ID, etc. All machines under AMC will bear tags with machine number, asset ID, phone no of AMC vendor. The quarterly AMC payment will be made on the basis of the inventory. Further the vendor will provide the detailed inventory of the equipments of all the branches/ offices (under AMC/ Warranty) in the Bank provided format. The same inventory will also need to be updated in the Circle Hardware Procurement System/ IT Asset Management Portal.
- (xv) Configuring outlook/ mail /URLs shall be part of duty of AMC support engineers.
- (xvi) **Support for Warranty Machines**

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

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

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



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

- (xvii) 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) (which may extend in case of exigencies). 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. Bank may also ask the vendor to come on Sunday/ Holiday.

In cases where unserviceable parts of the equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises.

- (xviii) Responsibility for adequate earthing will be Bank's but the vendor has to advise the bank in writing in case earthing is inadequate.
- (xix) Engineers have to bring their own tool kit and software's required for maintenance of PCs, Printers, scanners, etc.

(xx) **LOCAL AREA NETWORK**

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

(xxi) **BREAKDOWN MAINTENANCE**

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





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

(xxii) **INSPECTING INVENTORY**

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

3. **AMC for Hardware Components:**

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

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

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

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

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

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

(i) **Maintenance Contract (MC):** The vendor shall provide onsite comprehensive maintenance services for the all the hardware and software



components at quoted rate during the contract period. Payment of AMC will be made quarterly in arrear within 30 (thirty) days after the receipt of the undisputed invoice, thereof after deduction of penalty charges, if any, imposed by the Bank by the respective Regional Business Office (R&DB & FIMM) for all the branches under their control. Payment of other offices/ branches not covered under R&DB/ FIMM RBO will be made by the concerned R&DB AO/ offices/ payment paying authority. Payment of AMC at LHO will be made by the ITS department. Applicable taxes/ TDS and penalty, if any, will be deducted at the time of payment. At the time of submission of the bills, the following certificates from each branch must be submitted.

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

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

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

5. **Vendor's comprehensive maintenance and administration/ management of hardware equipment/ components/ software during AMC period** – The selected vendor shall ensure that services of professionally qualified personnel are available at the specified project site for **providing comprehensive on-site maintenance** of hardware equipment/ components/ software for a period of contract, where the systems and software have been installed and operationalized. Comprehensive Maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of software, compliance to security policy requirements, etc. when required or in the event of system crashes/malfunctioning, arranging and configuring facility as per the requirement of the Bank, fine tuning, system monitoring, log maintenance, etc. The bidder shall provide services of an expert engineer at the Project site or other locale where required whenever essential. In case of failure of hardware, system software the vendor shall ensure that system is made operational to the full satisfaction of the Bank.
6. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
- Diagnostics for identification of systems failures
  - Protection of data/ Configuration



- Recovery/ restart facility
- Backup of system software/ Configuration
- Reinstallation of hardware and software including Bank's provided software.

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

- (a) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
- (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday) (which may extend in case of exigencies). 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 its own premises.

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

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

| Sno | Spares/ Parts          | Quantity                       |
|-----|------------------------|--------------------------------|
| 1   | KEYBOARD & MOUSE (PS2) | 1 for 20 nodes at each cluster |
| 2   | KEYBOARD & MOUSE (USB) | 1 for 20 nodes at each cluster |



|    |                                                                                        |                                                                    |
|----|----------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| 3  | Wireless KEYBOARD & MOUSE                                                              | 2 for each Premises where Wireless Keyboard & Mouse are being used |
| 4  | SMPS/ Power Supply (Desktops)                                                          | 1 for 100 nodes at each cluster                                    |
| 5  | SMPS/ Power Supply (Server)                                                            | 1 for cluster where Physical Server Exists                         |
| 6  | Motherboard (Desktop) (each type i.e. Intel/ AMD)                                      | 1 for 100 nodes at each cluster                                    |
| 7  | Complete Desktop                                                                       | 3 for each cluster                                                 |
| 8  | SATA Hard Disk (HDD- Min 500GB) & SSD -Min 256GB                                       | 2 each for every 10 branches at each cluster                       |
| 9  | RAM Chips – 4GB/ 8GB/ 16GB                                                             | Sufficient Quantities of each capacity                             |
| 10 | LCD/ TFT/ LED – 19“ & 21“                                                              | 1 each for every 10 branches at each cluster                       |
| 11 | Lan Card PCI and PCI Express                                                           | 2 for every 10 branches at each cluster                            |
| 12 | USB Card /Input Output card                                                            | 2 for every 10 branches at each cluster                            |
| 13 | Laser Printer Complete- MFP                                                            | 1 for each cluster                                                 |
| 14 | Laser Printer Complete – Mid Level                                                     | 1 for each cluster                                                 |
| 15 | CD /DVD Drive                                                                          | 1 per 25 branches at each cluster                                  |
| 16 | Teflon, Pressure Roller, Power Supply card, Logic Card/ Formatter Card, Fuser Assembly | 1 for each model at each cluster                                   |
| 17 | Printer heads(every type of printer excluding Lipi Line Printers), Mylar Strips        | 1 for every 10 branches at each cluster                            |
| 18 | Printer Interface Card(every type of printer excluding Lipi Line Printers)             | 1 per 25 branches at each cluster                                  |
| 19 | Draft Printer IOI - Complete                                                           | 1 for each cluster                                                 |
| 20 | Passbook Printer - Complete                                                            | 1 for each cluster                                                 |
| 21 | CMOS Battery for desktops                                                              | 20 for each cluster                                                |
| 22 | CKYC Scanner (S3 & S4)                                                                 | 1 each for each cluster                                            |



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

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

The vendor should at least keep one unit of Desktop, Laser Jet Printer, Multifunction Printer, Passbook Printer and IOI Printer to replace the defective ones whenever the rectification is likely to take more than 4 (four) hours time.

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

- (c) The vendor/firm will have to carry out the work during the above contract period and in the event of vendor/firm's inability to do the same due to any reason whatsoever, the work will be got done through another AMC vendor & penalty amount directly proportionate to loss suffered by Bank due to non-performance/poor quality of services given will be deducted from AMC dues of the defaulting vendor.
- (d) The AMC vendor shall be responsible to ensure uninterrupted services on all days to the Bank even if any staff engaged by company / firm is on leave or on weekly rest and/or on holidays to which he/she is entitled under the arrangement with the company / firm.
- (e) **Support Requirements:**
  - i. The engineers shall be dedicated for SBI use only and shall report to and operate from a designated SBI branch/ office only. The name, qualification and experience of the service engineer(s) must be submitted



along with the agreement and tender. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.

**A tender without name(s), experiences, and qualifications of the service engineer(s) will be rejected.**

ii. The Bank at its own discretion shall ask the AMC provider to depute more service engineers with qualifications prescribed, if deployed engineers are not sufficient to extend the support required by the Bank.

iii. Vendor will have the right to change Service engineer(s) deputed. But, any such change will be intimated to the Bank well in time and must have the approval of the Bank.

iv. The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/ her performance.

v. Call register / system based application will be maintained by the AMC team to enter all the calls received personally or on phone for support. Call sheets must indicate the Branch/office name, name of the bank's official, nature of complaint, the solution provided with time & date and the signature of the complainant.

vi. All Engineers should be accessible through telephone/ cellular phone to facilitate prompt communication; non-availability of Engineer on any particular day should be conveyed in advance to the Cluster/ RBO/AO /ITS and alternative arrangements worked out.

vii. Third Party Maintenance: AMC service to be provided by the vendors through their own engineers and not through their dealers/ distributors/ stockists/ franchisees etc. (including individuals and third party firms/companies).

viii. During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/ upgradation, preventive maintenance, porting of data, maintenance of spares etc., maintenance of existing LAN setup including Network Components and helping the users during installation and stabilization of the application software. As most of these activities may have to be carried out during holidays/ Saturdays/ Sundays, it is necessary for the engineers/ technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's

side) on these days as well, even though these may be holidays as per their service conditions.

ix. Escalation matrix should be made available to the Bank at the beginning of contract and each time the matrix changes.

**(f) Resolution Time/ Penalty/ SLA Conditions:**

The vendor shall correct any fault and failures in the equipment and shall repair and replace worn or defective parts of the equipment immediately. The vendor shall ensure that faults and failures intimated by the Bank are diagnosed and repaired within 03 (three) hours plus journey time (Max 2 hours).

i) Service Levels Expected

| Sno. | Particulars                                                  | Resolution Time (Excluding Journey Time of Max 2hrs) (excluding time from 17.00hrs to 10.00hrs) |
|------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| 1    | Servers/ Desktops/ Printers / Scanners/ Networking equipment | 03 hrs                                                                                          |

The vendor shall arrange for standby machine / equipment if they are not able to resolve the problem within the stipulated resolution period. In any case the equipment should be made workable and available not later than the next working day of the Bank.

Vendor shall ensure that the full configuration of the equipment is available to the Bank in proper working condition viz. uptime of 99% of the time for servers, passbook printers, IOI printers and 95% in respect of other computer hardware. The total downtime at a branch will be calculated as the period an item was not working.

ii) Penalty provisions: If the system is not up within the time indicated (clause f(i)) above and standby provision is not provided, the following penalty rates would be applied.

a) Downtime of Servers

| Sr. No. | Period for delay | Amount in rupees |
|---------|------------------|------------------|
|---------|------------------|------------------|



|   |                                           |      |
|---|-------------------------------------------|------|
| 1 | Up to 3 Hour                              | 400  |
| 2 | Up to 6 Hours                             | 800  |
| 3 | Up to 8 Hours                             | 1000 |
| 4 | Thereafter penalty up to 3 days (per day) | 1500 |
| 5 | Penalty beyond 3 days (per day)           | 2000 |

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

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

c) Downtime of other Hardware/ Peripherals/ upgradation of software/ patch updating etc.

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

For any other deviations of terms & conditions not included in (i), (ii) & (iii) above:

- a) Rs. 5,000/- per instance
  - b) Rs. 15,000/- if the same instance is repeated
- iii. However, if the down time is due to Force Majeure and the Bank is satisfied for the same, the penalty may not be applicable at the discretion of the Bank.
- iv. The downtime starts from the time of fault reporting by any means (Telephonic/ Fax/ Email/ SMS etc.) and ends at repair / standby provision.





- v. The total penalty that can be imposed on Vendor under this Agreement will be 25% maximum of the total AMC value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.
  - vi. The copy of call sheets provided by the service engineer(s) to the Branch will form the basis for calculating the total downtime. The call will be treated as closed after final resolution of the problem and confirmation thereof by the Branch. Down time shall start from the time of intimation by the Branch/ Office by phone or email or escalation portal up to the time call sheet is provided by the service engineer. Entries from the online escalation portal can also be used for calculating the penalty.
  - vii. The normal journey time is maximum 2 hours will be allowed.
  - viii. Any decision regarding remission or any other issue relating to penalty will be taken up and decided by the committee consisting of undernoted officials based on recommendation of Branch manager/ concerned office/ department:
    - a. AGM (ITS) for LHO Jaipur and/or AGM of the RBO under which the branch/ office falls
    - b. CM (OAD) for LHO/ CM (GB)/ CM (Admin)/ or any other CM authorized to make AMC payment at the concerned R&DB AO/ R&DB RBO/ FIMM RBO
    - c. System Official posted at the concerned R&DB AO/ R&DB RBO/ FIMM RBO
  - ix. If the delay in repair/ maintenance/ upgradation is more than 4 hours plus journey time and the same is attributable to the vendor/ his representative, the Bank may hire the services of a bonafide third party to ensure continuity of Business. Charges/ expenditure so incurred will be recovered from the AMC vendor. Proportionate applicable AMC charges will also not be paid. However, Bank will intimate to the vendor of its intensions of hiring third party. The cost so incurred will be recovered from Vendor.
- (g) Any penalty due during AMC period will be adjusted against the quarterly payments. The penalty will be recovered at Administrative Office/ RBO/ LHO (ITS) level based on the recommendations of Branch Manager/



concerned office/ department.

- (h) In the event of repeated failures of the equipments, the vendor shall REPLACE the defective equipment with new equipment on demand from the Bank.
- (i) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, during Contract period, not more than three occasions in preceding 90 days, it shall be replaced by equivalent/ superior new equipment or part thereof by Vendor immediately at free of cost during AMC period.
- (j) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- (k) If vendor fails to carryout preventive maintenance during a quarter, pro-rata charges may be deducted by the Bank at its own discretion. The Vendor must ensure that he maintains a datasheet ( for each machine available, which will contain the configuration of each machine and dates of completion of various preventive maintenance activities by the Vendor and get it signed from the Branch/ office incharge /concerned. The Vendor shall submit these reports for verification by the IT/ engineer-In- charge at the time of submission of their quarterly invoice to Cluster Incharge at SBI.
- (l) All engineering changes generally adopted hereafter by Vendor for equipment similar to that covered by the Contract, shall be made to the equipment at no cost to the Bank.



- (m) The Bank shall maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and /of malfunction of the equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- (n) Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.
- (o) **Posting of Qualified Service Engineers & Team Leader for Repair and Maintenance Services:** Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
  - i) The vendor shall post qualified service engineer(s) during the contract period for trouble shooting, repair and replacement of all kits or parts and spare parts and render; such other support services, as may be necessary for satisfactory functioning of the computer systems and peripherals. No charges, fees, accommodation, boarding etc. shall be paid or provided by the Bank to the service engineer or his assistants, if any.
  - ii) The support service team shall be dedicated for SBI only and shall report to and operate from a designated SBI branch/ office only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.



- iii) The Vendor should verify the qualification of the candidate employed by him for the Support Service of the Bank (e.g. Qualification / Experience/and other personal information) with due diligence.
- iv) The support service team would be qualified as a B.E. / B. Tech / BCA / BSc (IT) or 3-year Diploma holder (in the field of computer science, engineering, electronics or IT) from a reputed university.
- iv.i) The Head of support service Engineers in each cluster should be B.E / BTech degree/ Graduate (in technical stream) and should have a minimum of 5 years' experience in Hardware AMC support preferably with SBI.
- iv.ii) Other technical support service engineers:
- Should be responsible for the overall technical support of the area he is working.
  - Should have proven expertise in rendering support services in similar capacity.
  - Should have a minimum of 2 years experience preferably with SBI.
- v) The Vendor should provide a team of engineers dedicated to SBI Jaipur Circle AMC Project. Minimum one Service Engineer will be provided for 100 machines (Desktops) but at least one exclusive engineer for every 15 branches/ offices or part thereof.
- vi) Location of stationing of engineer will be decided in consultation with concerned R&DB AO, R&DB RBO, FIMM RBO and AO/ RBO ITS Teams.
- vii) Any individual office with up to 100 ( $\pm 10$ ) workstations or in case of multiple offices situated in the same premises with up to 100 ( $\pm 10$ ) workstations, one resident engineer should be placed. If the number of workstations crosses 150 another engineer must be deployed. In branches/ offices where resident engineer is mandatory is indicated against the cluster/ branch. The CM-ITS/ CM-Admin ( if no CM-ITS) of the AO/ RBO may increase the required number of resident Engineer as per requirement of the Bank.



viii) In case of AMC of Local Head Office, C-Scheme, Tilak Marg, Jaipur the vendor shall arrange for one engineer per 100 nodes with minimum number of six resident engineers including one team leader, as per qualification/ experience applicable.

One Engineer at least should be able to give operational support for:

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

**One permanent engineer for handling LAN issues at LHO.**

- ix) The vendor shall appoint an experienced Project Manager dedicated to the project execution. The Project manager will be direct point of contact for all SBI Jaipur Circle (clusters awarded) AMC issues with the vendor. The Project Manager may be stationed at his own office and should have proven expertise in rendering support services in similar capacity. The Project Manager will arrange to submit monthly call reports of a cluster with solution provided to cluster heads.
- x) Vendor will have the right to change Service engineer(s) deputed in a cluster. Any such change will be intimated to the Bank well in advance and make suitable arrangement.
- xi) The Vendor shall be liable to replace the engineer immediately if the Bank is not satisfied with his/ her performance.
- xii) Documentary evidence with regard to above points will have to be produced to us.
- xiii) In case of any branch/ office having more than 50 workstations but less than 90 workstations requires the facility of a resident engineer at its premises the same will have to be provided by the vendor on payment of monthly FMS charges on evaluation of criticality of services and with consultation of AGM (ITS). The branch/ office will



take in principle approval from competent authority not below the rank of DGM (B&O) in case of R&DB branches & DGM (Operations) in case of FIMM branches and issue purchase order for the same. The same has also to be reviewed by the concerned General Manager. FMS charges, where applicable, will be paid per month at a fixed rate of Rs.20,000 (Rupees Twenty Thousand Only) or minimum wages applicable in the state of Rajasthan, whichever is higher.

- (p) Vendor shall ensure that vendor's key personnel with relevant skill are always available to the Bank. Vendor should ensure the quality of methodologies for delivering the services and its adherence to quality standard. Vendor should be willing to transfer skills to relevant Banking Personnel by means of training and documentation.
- (q) The Bank will be within its own rights to refuse permission without assigning any reason to any or all the staff of the AMC vendor from entering the Bank premises.
- (r) Vendor will ensure that all the Engineers deployed by the Company are dressed in company uniform with ID Cards displayed at all times. In no case any unauthorized person/ outsider will be sent to offices of the Bank to carry out AMC work.
- (s) In case of resident engineers, any shortfall in staff of AMC vendor on any working day is to be made up by substitutes. If there is any shortfall found on any day the Bank will deduct Rs.100.00 per employee per day from the quarterly payment of the AMC vendor.

**(t) HELPDESK/ CALL CENTRE**

The bidder at his own cost should setup a Helpdesk/ Call Management System for management of AMC calls from his area of operation. A Centralized complaint management system should be equipped to provide ticket/ complaint no. to each call. Quarterly report to be provided to ITS Department, Local Head Office, Jaipur and Monthly report to Cluster heads with copy to CM-ITS at AOs/ RBOs for the complaints lodged and resolved and for complaints which have not been resolved with reasons, thereof.

- 8. Any worn or defective parts withdrawn from the equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts



shall become the property of Bank. **Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.**

9. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
10. The Bank reserves the right to shift the equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
11. None of the term or provisions of this agreement shall be deemed to have been waived an no breach excused, unless such waiver shall be in writing and signed by the party claimed to have waived or consented. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
12. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/ pay/ reimburse the loss suffered by the BANK.
13. **Validity of agreement:** The Agreement/ SLA will be valid for the period of 12 months. The Bank reserves the right to terminate the Agreement pre-maturely as per the terms of RFP/ Agreement. Until the agreement/ SLA is executed, the terms and conditions of the RFP will prevail on all participating bidders.
14. **Future additions of Hardware / Software:**
  - 14.1 The Bank would have the right to:
    - a) Shift systems to an alternative site of its choice.
    - b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
    - c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house 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.

- d) Annual Maintenance Contract in respect of hardware under warranty or AMC, AMC period will take effect immediately after the expiry of the warranty or AMC period.

14.2 The AMC terms would not be considered as violated if any of 14.1 (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

14.3 Service provider shall promptly notify any change in their constitution to the Bank. IT shall be open for the Bank, notwithstanding anything contained in this agreement, to terminate the agreement on the death, retirement, insanity or insolvency of any person/s, being director/s or partner/s in the said company / firm or on the addition or introduction of a new partner without the previous approval in writing of the Bank. But in the absence of and until its termination by the Bank as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partner or the addition or introduction of any partner. In case of retirement/ death, the surviving or remaining partner of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of agreement.

## **15. RISK MANAGEMENT**

Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

## **16. CONFIDENTIALITY**

16.1 The Service Provider acknowledges that all materials & information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof consists of Confidential & proprietary data whose disclosure to or used by third parties will be damaging or cause loss to the Bank. The company agrees to hold such materials & information's 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 & not to release or disclose it to any other party. The company agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use & non-disclosure of confidential information under this agreement are fully satisfied.





16.2 In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also. **In this regard vendor has to sign Non Disclosure Agreement (NDA) in the format specified in the agreement/ RFP.**

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

## 17. SECURITY

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

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

## 18. SERVICE REVIEW MEETING

Service Review meeting shall be held half yearly. The following comprise of the Service Review Board:

- President (person signing the agreement on behalf of the bank)
- AGM (ITS) for LHO Jaipur and/or AGM of the RBO under which the branch/ office falls
- CM (OAD) for LHO/ CM (GB)/ CM (Admin)/ or any other CM authorized to make AMC payment at the concerned R&DB AO/ R&DB RBO/ FIMM RBO
- System Official posted or incharge at the concerned R&DB AO/ R&DB RBO/ FIMM RBO



- Project Manager and Team Leader of the cluster representing Service Provider.
- Copy of Minutes of Meeting of the Service review Board at the AOs/ RBOs to be submitted to AGM (ITS) at LHO Jaipur for vendor review and recordkeeping.

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## ANNEXURE-D

### **Transition & Knowledge Transfer Plan**

#### **1. Introduction**

- 1.1 This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

#### **2. Objectives**

- 2.1 The objectives of this annexure are to:
- (1) ensure a smooth transition of Services from Service Provider to a New/ Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;
  - (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
  - (3) ensure that all relevant Assets are transferred.

#### **3. General**

- 3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/ Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.



- 3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:
- 3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, agreed procedures, and any other relevant information reasonably necessary to achieve an effective transition, provided that:
- 3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;
- 3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
- 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.
- 3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges.
- (2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.
- 3.4 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the



smooth transition of all or any part of the Services.

- 3.5 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational documents, reports produced by Service Provider for the Bank, and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

#### **4. Replacement SERVICE PROVIDER**

In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the Bank will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.

#### **5. Transfer of Assets**

- 5.1 Within **1 (one)** week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

- (1) a list of all Assets eligible for transfer to the Bank; and
- (2) a list identifying all other Assets, (including human resources), that are ineligible for transfer but which are essential to the delivery of the Services.

The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

- 5.2 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

#### **6. Transfer of Data**

In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

#### **7. Use of Bank Premises**

- 7.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.

- 7.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of



equipment and redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition.

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Appendix-M

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 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 one of its <<Name of the Office/ Department>> (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

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

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



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

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

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

2. **Restrictions**

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



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

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
    - i. the statutory auditors of the either party and
    - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
  - (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
  - (d) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
  - (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.
3. **Rights and Remedies**
- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
  - (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
  - (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies





(including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. Termination of contract
  - iv. Financial liability for actual, consequential or incidental damages
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting



from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Jaipur and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Jaipur.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date"). The foregoing obligations as to confidentiality shall survive the term of this Agreement or termination of the parties' business relationship. The confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the



providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2020 at \_\_\_\_\_(place)

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

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

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

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



**Appendix-N**

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

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

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-O**

**Details of Project Manager, Team leader and Service Engineers with qualification & Experience**

| SNo | Name | Employee No. | Qualification | Experience (in Years) | Specialisation |
|-----|------|--------------|---------------|-----------------------|----------------|
|     |      |              |               |                       |                |
|     |      |              |               |                       |                |
|     |      |              |               |                       |                |
|     |      |              |               |                       |                |

**Name & Signature of authorised signatory**

**Seal of Company**



**Appendix-P**

**REPLACEMENT VALUE OF HARDWARE ITEMS**

| <b>Sr No.</b> | <b>Item</b>                                                                                                                       | <b>Replacement Price (Rs.)</b> |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1             | Tower Server (Branch Server)                                                                                                      | 130000                         |
| 2             | Rack Server                                                                                                                       | 268515                         |
| 3             | DESKTOP- CPU (Including Keyboard & Mouse) (including Wireless Keyboard & Mouse)                                                   | 25000                          |
| 4             | DESKTOP- CPU HIGH-END (only i7 or Ryzen 5 or higher processor) (Including Keyboard & Mouse) (including Wireless Keyboard & Mouse) | 45000                          |
| 5             | Monitor/ TFT (including internal/ external speaker) (If any TFT needs replacement then minimum 21 inches OEM TFT to be provided)  | 5000                           |
| 6             | Laptops                                                                                                                           | 43600                          |
| 7             | Network Laser Printer - Mid Level Mono- 25ppm                                                                                     | 16400                          |
| 8             | Network Laser Printer - Heavy Duty Mono- 35ppm                                                                                    | 18000                          |
| 9             | Network Laser Printer - Heavy Duty Mono- 50ppm                                                                                    | 54700                          |
| 10            | Line Printer                                                                                                                      | 177800                         |
| 11            | Multifunction Laserjet Printer- Mid Level MFD Mono- 25ppm                                                                         | 17800                          |
| 12            | Multifunction Laserjet Printer- Mid Level MFD Mono- 38ppm                                                                         | 26400                          |
| 13            | Inkjet/ InkTank Printer - Color                                                                                                   | 20300                          |
| 14            | Color LaserJet/ Color Multifunction (MFP) LaserJet Printer (Mid Level Mono/ Mid Level MFD)                                        | 23600                          |
| 15            | High Speed Dot Matrix Printer (DMP) - 24Pin 475CPS or Higher                                                                      | 35400                          |
| 16            | DMP Printer - 24Pin 250CPS or Higher 80COL                                                                                        | 8400                           |
| 17            | Passbook Printer                                                                                                                  | 15500                          |
| 18            | Cash Receipt Printer                                                                                                              | 6700                           |
| 19            | Flat Bed Scanner                                                                                                                  | 5000                           |
| 20            | ADF + Flatbed Scanner                                                                                                             | 59000                          |
| 21            | Scanner-1 HP Scanjet Pro 3000 s3 Sheet-feed Scanner                                                                               | 12500                          |
| 22            | Scanner-2 HP Scanjet Enterprise Flow 5000 s4                                                                                      | 20600                          |
| 23            | Unmanaged Network Switch – 24 Port                                                                                                | 4000                           |
| 24            | Unmanaged Network Switch – 16 Port                                                                                                | 3000                           |
| 25            | Unmanaged Network Switch – 8 Port                                                                                                 | 1500                           |
| 26            | HP Scanjet Pro 3000 s3 Sheet-feed Scanner                                                                                         | 13200                          |
| 27            | HP Scanjet Enterprise Flow 5000 s4                                                                                                | 21100                          |



**Appendix-Q**

**LIST OF SPARES TO BE MAINTAINED**

*(The List is indicative vendor may maintain more stocks of items/inventory to ensure continuity of operations at all the locations as per actual inventory of Hardware)*

| Sno | Spares/ Parts                                                                          | Quantity                                                           |
|-----|----------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| 1   | KEYBOARD & MOUSE (PS2)                                                                 | 1 for 20 nodes at each cluster                                     |
| 2   | KEYBOARD & MOUSE (USB)                                                                 | 1 for 20 nodes at each cluster                                     |
| 3   | Wireless KEYBOARD & MOUSE                                                              | 2 for each Premises where Wireless Keyboard & Mouse are being used |
| 4   | SMPS/ Power Supply (Desktops)                                                          | 1 for 100 nodes at each cluster                                    |
| 5   | SMPS/ Power Supply (Server)                                                            | 1 for cluster where Physical Server Exists                         |
| 6   | Motherboard (Desktop) (each type i.e. Intel/ AMD)                                      | 1 for 100 nodes at each cluster                                    |
| 7   | Complete Desktop                                                                       | 2 for each cluster                                                 |
| 8   | SATA Hard Disk (HDD- Min 500GB) & SSD -Min 256GB                                       | 2 each for every 10 branches at each cluster                       |
| 9   | RAM Chips – 4GB/ 8GB/ 16GB                                                             | Sufficient Quantities of each capacity                             |
| 10  | LCD/ TFT/ LED – 19“ & 21“                                                              | 1 each for every 10 branches at each cluster                       |
| 11  | Lan Card PCI and PCI Express                                                           | 2 for every 10 branches at each cluster                            |
| 12  | USB Card /Input Output card                                                            | 2 for every 10 branches at each cluster                            |
| 13  | Laser Printer Complete- MFP                                                            | 1 for each cluster                                                 |
| 14  | Laser Printer Complete – Mid Level                                                     | 1 for each cluster                                                 |
| 15  | CD /DVD Drive                                                                          | 1 per 25 branches at each cluster                                  |
| 16  | Teflon, Pressure Roller, Power Supply card, Logic Card/ Formatter Card, Fuser Assembly | 1 for each model at each cluster                                   |
| 17  | Printer heads(every type of printer excluding Lipi Line Printers), Mylar Strips        | 1 for every 10 branches at each cluster                            |
| 18  | Printer Interface Card(every type of printer excluding Lipi Line Printers)             | 1 per 25 branches at each cluster                                  |
| 19  | Draft Printer IOI - Complete                                                           | 1 for each cluster                                                 |
| 20  | Passbook Printer - Complete                                                            | 1 for each cluster                                                 |
| 21  | CMOS Battery for desktops                                                              | 20 for each cluster                                                |
| 22  | CKYC Scanner (S3 & S4)                                                                 | 1 each for each cluster                                            |



**Appendix-R**

**DETAILS OF INDICATIVE QUANTITY OF COMPUTER HARDWARE &  
MINIMUM RESIDENT ENGINEERS PER CLUSTERS**

| AO Name & Code                                                            | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|---------------------------------------------------------------------------|-------------|----------------|----------------|----------------------------|
| R&DB AO-1 Jaipur (11)                                                     | 1           | 169            | 169            | 12                         |
| Team Leader to be placed at : R&DB AO-1 Jaipur @ A-5, Nehru Place, Jaipur |             |                |                |                            |
| Deputy Team Leaders to be placed at each split R&DB RBO                   |             |                |                |                            |

| DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-1 |               |                    |
|----------------------------------------------|---------------|--------------------|
| Hardware Item                                | Qty under AMC | Qty under Warranty |
| Server                                       | 1             | 0                  |
| Desktops                                     | 1172          | 170                |
| High End Desktops                            | 200           | 0                  |
| Laptops                                      | 0             | 32                 |
| Laser Printer                                | 103           | 14                 |
| High Speed Printer                           | 25            | 5                  |
| MFD Laser printer                            | 715           | 31                 |
| Color Inkjet/ InkTank Printer                | 0             | 0                  |
| Color Laser Printer                          | 0             | 0                  |
| DMP                                          | 184           | 6                  |
| Passbook                                     | 197           | 9                  |
| Line Printers                                | 0             | 0                  |
| Scanners (Other than CKYC)                   | 150           | 0                  |
| HP Scanjet Pro 3000 s3                       | 85            | 85                 |
| HP Scanjet Enterprise Flow 5000 s4           | 102           | 102                |

| AO Name & Code                                                            | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|---------------------------------------------------------------------------|-------------|----------------|----------------|----------------------------|
| R&DB AO-2 Jaipur (12)                                                     | 2           | 173            | 173            | 12                         |
| Team Leader to be placed at : R&DB AO-2 Jaipur @ A-5, Nehru Place, Jaipur |             |                |                |                            |
| Deputy Team Leaders to be placed at each split R&DB RBO                   |             |                |                |                            |

| DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-2 |               |                    |
|----------------------------------------------|---------------|--------------------|
| Hardware Item                                | Qty under AMC | Qty under Warranty |
| Server                                       | 0             | 0                  |
| Desktops                                     | 1439          | 305                |



|                                    |     |     |
|------------------------------------|-----|-----|
| High End Desktops                  | 60  | 212 |
| Laptops                            | 0   | 1   |
| Laser Printer                      | 442 | 24  |
| High Speed Printer                 | 0   | 5   |
| MFD Laser printer                  | 266 | 57  |
| Color Inkjet/ InkTank Printer      | 0   | 1   |
| Color Laser Printer                | 1   | 0   |
| DMP                                | 196 | 9   |
| Passbook                           | 255 | 29  |
| Line Printers                      | 8   | 0   |
| Scanners (Other than CKYC)         | 85  | 0   |
| HP Scanjet Pro 3000 s3             | 72  | 72  |
| HP Scanjet Enterprise Flow 5000 s4 | 131 | 131 |

| AO Name & Code                                                                              | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|---------------------------------------------------------------------------------------------|-------------|----------------|----------------|----------------------------|
| R&DB AO-3 Udaipur (21)                                                                      | 3           | 211            | 211            | 14                         |
| Team Leader to be placed at : R&DB AO-3 Udaipur @ 1-E, Macchla Magra, Patel Circle, Udaipur |             |                |                |                            |
| Deputy Team Leaders to be placed at each split R&DB RBO                                     |             |                |                |                            |

| DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-3 |               |                    |
|----------------------------------------------|---------------|--------------------|
| Hardware Item                                | Qty under AMC | Qty under Warranty |
| Server                                       | 0             | 0                  |
| Desktops                                     | 1015          | 291                |
| High End Desktops                            | 70            | 197                |
| Laptops                                      | 0             | 1                  |
| Laser Printer                                | 612           | 16                 |
| High Speed Printer                           | 35            | 2                  |
| MFD Laser printer                            | 178           | 67                 |
| Color Inkjet/ InkTank Printer                | 0             | 0                  |
| Color Laser Printer                          | 5             | 0                  |
| DMP                                          | 250           | 18                 |
| Passbook                                     | 260           | 33                 |
| Line Printers                                | 2             | 0                  |
| Scanners (Other than CKYC)                   | 174           | 0                  |
| HP Scanjet Pro 3000 s3                       | 71            | 71                 |
| HP Scanjet Enterprise Flow 5000 s4           | 128           | 128                |





| AO Name & Code                                                                 | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|--------------------------------------------------------------------------------|-------------|----------------|----------------|----------------------------|
| R&DB AO-4 Jodhpur (22)                                                         | 4           | 192            | 192            | 13                         |
| Team Leader to be placed at : R&DB AO-4 Jodhpur @ A-23, Shastri Nagar, Jodhpur |             |                |                |                            |
| Deputy Team Leaders to be placed at each split R&DB RBO                        |             |                |                |                            |

| DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-4 |               |                    |
|----------------------------------------------|---------------|--------------------|
| Hardware Item                                | Qty under AMC | Qty under Warranty |
| Server                                       | 0             | 0                  |
| Desktops                                     | 1140          | 288                |
| High End Desktops                            | 50            | 19                 |
| Laptops                                      | 0             | 2                  |
| Laser Printer                                | 541           | 10                 |
| High Speed Printer                           | 5             | 2                  |
| MFD Laser printer                            | 276           | 13                 |
| Color Inkjet/ InkTank Printer                | 2             | 0                  |
| Color Laser Printer                          | 3             | 0                  |
| DMP                                          | 189           | 5                  |
| Passbook                                     | 274           | 5                  |
| Line Printers                                | 0             | 0                  |
| Scanners (Other than CKYC)                   | 93            | 0                  |
| HP Scanjet Pro 3000 s3                       | 75            | 75                 |
| HP Scanjet Enterprise Flow 5000 s4           | 126           | 126                |

| AO Name & Code                                                                                                                | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|-------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|----------------|----------------------------|
| FIMM RBO Jaipur (31)                                                                                                          | 5           | 106            | 180            | 7                          |
| FIMM RBO Alwar (32)                                                                                                           |             | 74             |                | 5                          |
| Team Leader to be placed at : FIMM RBO Jaipur @ Sanganeri Gate, Jaipur; and<br>FIMM RBO Alwar @ 255, NEB Subhash Nagar, Alwar |             |                |                |                            |
| Deputy Team Leaders to be placed at each split DSH                                                                            |             |                |                |                            |

| DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-5 |               |       |                    |       |
|----------------------------------------------|---------------|-------|--------------------|-------|
| Hardware Item                                | Qty under AMC |       | Qty under Warranty |       |
|                                              | Jaipur        | Alwar | Jaipur             | Alwar |
| Server                                       | 0             | 0     | 0                  | 0     |
| Desktops                                     | 319           | 440   | 128                | 103   |
| High End Desktops                            | 0             | 30    | 0                  | 9     |
| Laptops                                      | 0             | 0     | 0                  | 0     |
| Laser Printer                                | 68            | 158   | 3                  | 15    |
| High Speed Printer                           | 0             | 0     | 0                  | 0     |



|                                    |     |     |    |    |
|------------------------------------|-----|-----|----|----|
| MFD Laser printer                  | 200 | 74  | 40 | 44 |
| Color Inkjet/ InkTank Printer      | 0   | 0   | 0  | 1  |
| Color Laser Printer                | 0   | 0   | 0  | 0  |
| DMP                                | 94  | 74  | 0  | 6  |
| Passbook                           | 129 | 115 | 20 | 15 |
| Line Printers                      | 0   | 0   | 0  | 0  |
| Scanners (Other than CKYC)         | 102 | 52  | 0  | 0  |
| HP Scanjet Pro 3000 s3             | 35  | 15  | 35 | 15 |
| HP Scanjet Enterprise Flow 5000 s4 | 55  | 92  | 55 | 92 |

| AO Name & Code                                                                                                                       | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|----------------|----------------------------|
| FIMM RBO Bikaner (33)                                                                                                                | 6           | 101            | 197            | 7                          |
| FIMM RBO Hanumangarh (34)                                                                                                            |             | 96             |                | 6                          |
| Team Leader to be placed at : FIMM RBO Bikaner @ Public Park, Bikaner; and<br>FIMM RBO Hanumangarh @ SriGanganagar Road, Hanumangarh |             |                |                |                            |
| Deputy Team Leaders to be placed at each split DSH                                                                                   |             |                |                |                            |

| DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-6 |               |             |                    |             |
|----------------------------------------------|---------------|-------------|--------------------|-------------|
| Hardware Item                                | Qty under AMC |             | Qty under Warranty |             |
|                                              | Bikaner       | Hanumangarh | Bikaner            | Hanumangarh |
| Server                                       | 0             | 0           | 0                  | 0           |
| Desktops                                     | 418           | 620         | 220                | 140         |
| High End Desktops                            | 0             | 0           | 64                 | 152         |
| Laptops                                      | 0             | 0           | 0                  | 0           |
| Laser Printer                                | 156           | 183         | 6                  | 2           |
| High Speed Printer                           | 0             | 0           | 6                  | 8           |
| MFD Laser printer                            | 107           | 114         | 51                 | 26          |
| Color Inkjet/ InkTank Printer                | 0             | 0           | 0                  | 0           |
| Color Laser Printer                          | 0             | 0           | 0                  | 0           |
| DMP                                          | 96            | 94          | 7                  | 4           |
| Passbook                                     | 137           | 137         | 31                 | 30          |
| Line Printers                                | 0             | 0           | 0                  | 0           |
| Scanners (Other than CKYC)                   | 16            | 53          | 0                  | 0           |
| HP Scanjet Pro 3000 s3                       | 15            | 25          | 15                 | 25          |
| HP Scanjet Enterprise Flow 5000 s4           | 95            | 81          | 95                 | 81          |

| AO Name & Code        | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|-----------------------|-------------|----------------|----------------|----------------------------|
| FIMM RBO Kota (35)    | 7           | 103            | 208            | 7                          |
| FIMM RBO Udaipur (36) |             | 105            |                | 7                          |



Team Leader to be placed at : FIMM RBO Kota @ B-33 Industrial Estate, Kota; and

FIMM RBO Udaipur @ Hitawala building, Swaroop Sagar Road, Udaipur

Deputy Team Leaders to be placed at each split DSH

**DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-7**

| Hardware Item                      | Qty under AMC |         | Qty under Warranty |         |
|------------------------------------|---------------|---------|--------------------|---------|
|                                    | Kota          | Udaipur | Kota               | Udaipur |
| Server                             | 0             | 0       | 0                  | 0       |
| Desktops                           | 394           | 235     | 67                 | 58      |
| High End Desktops                  | 0             | 0       | 47                 | 14      |
| Laptops                            | 0             | 0       | 0                  | 0       |
| Laser Printer                      | 188           | 170     | 6                  | 7       |
| High Speed Printer                 | 12            | 0       | 7                  | 7       |
| MFD Laser printer                  | 60            | 69      | 28                 | 19      |
| Color Inkjet/ InkTank Printer      | 0             | 0       | 0                  | 0       |
| Color Laser Printer                | 0             | 0       | 0                  | 0       |
| DMP                                | 104           | 98      | 5                  | 3       |
| Passbook                           | 134           | 115     | 3                  | 7       |
| Line Printers                      | 0             | 0       | 0                  | 0       |
| Scanners (Other than CKYC)         | 78            | 96      | 0                  | 0       |
| HP Scanjet Pro 3000 s3             | 23            | 11      | 23                 | 11      |
| HP Scanjet Enterprise Flow 5000 s4 | 81            | 95      | 81                 | 95      |

| AO Name & Code        | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|-----------------------|-------------|----------------|----------------|----------------------------|
| FIMM RBO Jodhpur (37) | 8           | 132            | 132            | 9                          |

Team Leader to be placed at : FIMM RBO Jodhpur @ A-23, Shastri Nagar, Jodhpur

Deputy Team Leaders to be placed at each split DSH

**DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-8**

| Hardware Item                 | Qty under AMC | Qty under Warranty |
|-------------------------------|---------------|--------------------|
| Server                        | 0             | 0                  |
| Desktops                      | 430           | 195                |
| High End Desktops             | 0             | 18                 |
| Laptops                       |               |                    |
| Laser Printer                 | 198           | 1                  |
| High Speed Printer            | 0             | 12                 |
| MFD Laser printer             | 98            | 21                 |
| Color Inkjet/ InkTank Printer | 0             | 0                  |



|                                    |     |     |
|------------------------------------|-----|-----|
| Color Laser Printer                | 0   | 0   |
| DMP                                | 99  | 9   |
| Passbook                           | 131 | 13  |
| Line Printers                      | 0   | 0   |
| Scanners (Other than CKYC)         | 30  | 0   |
| HP Scanjet Pro 3000 s3             | 15  | 15  |
| HP Scanjet Enterprise Flow 5000 s4 | 113 | 113 |

| AO Name & Code                                                         | Cluster No. | No of Branches | Total Branches | Minimum No. of Engineers * |
|------------------------------------------------------------------------|-------------|----------------|----------------|----------------------------|
| LHO Jaipur (31331)                                                     | 9           | 1              | 1              | 6                          |
| Team Leader to be placed at : LHO Jaipur, C-Scheme, Tilak Marg, Jaipur |             |                |                |                            |

| DETAILS OF COMPUTER HARDWARE IN CLUSTER NO-9 |               |                    |
|----------------------------------------------|---------------|--------------------|
| Hardware Item                                | Qty under AMC | Qty under Warranty |
| Server                                       | 0             | 0                  |
| Desktops                                     | 480           | 120                |
| High End Desktops                            | 0             | 38                 |
| Laptops                                      | 4             | 12                 |
| Laser Printer                                | 185           | 12                 |
| High Speed Printer                           | 0             | 20                 |
| MFD Laser printer                            | 70            | 32                 |
| Color Inkjet/ InkTank Printer                | 6             | 5                  |
| Color Laser Printer                          | 4             | 0                  |
| DMP                                          | 1             | 0                  |
| Passbook                                     | 0             | 0                  |
| Line Printers                                | 0             | 0                  |
| Scanners (Other than CKYC)                   | 3             | 0                  |
| HP Scanjet Pro 3000 s3                       | 9             | 9                  |
| HP Scanjet Enterprise Flow 5000 s4           | 6             | 6                  |



**Appendix-S**

**UNDERTAKING**

1. Having read, and understood, we accept all the terms & conditions mentioned in the RFP.
2. Certify that our quotations for all items herein conform to Terms & conditions mentioned in the RFP.
3. Unconditional comprehensive maintenance service for the entire period of AMC will be provided.
4. Sufficient quantities of original spares of essential kits or parts of the equipment will be maintained.
5. In case of failure to attend to the complaint, will be liable to penalties as imposed by the Bank.
6. Certify that all the details filled-in by us and the details in the attached sheets are correct and complete.
7. Only genuine parts will be used in replacement of parts during AMC of hardware/software & Networking in allotted clusters.
8. Certified that we have our own engineers on roll who possess the required experience and qualification.
9. Head of Support Service Engineer in each cluster would be B.E / BTech degree / Graduate/Diploma- Engg., possessing a minimum experience of 5 years in the area of AMC Services, and their names should be advised to the Bank
10. The technical Support Service Engineers would be minimum three-year graduate or three-year Diploma Holder in engineering.
11. All the support engineers deployed will have minimum 2 years' experience.
12. Support personnel will be deployed in each cluster as mentioned in Appendix-R and as specified in the RFP.
13. No additional Documents except released by the State Bank of India shall form a part of the Document.
14. Documentary proof in respect of the Qualification and Experience of Support Engineers to the satisfaction of SBI authorities would be submitted as and when required by the Bank.



15. All the spares, except cartridges, ribbons and laptop batteries, will form an integral part of Annual Maintenance Contract.

16. We further undertake that we will be only single point of contact for any/ all purpose.

17. We undertake, that adequate specialized expertise is available to ensure that the support services are responsive, and we assume total responsibility for the fault free operation of the systems/ equipment and maintenance during the AMC period.

18. We undertake that during AMC Period we will maintain SLA terms and conditions as mentioned in the ANNEXURE -C of the RFP. Accordingly, necessary spares are available for all critical components.

Vendor Company Stamp/Seal

Signature \_\_\_\_\_

Name .....

Designation.....

Date .....

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



**Appendix-T**

**COMPLIANCE STATEMENT**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

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

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

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

1)

2)

....

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

**Name & Signature of authorised signatory**

**Seal of Company**



**Appendix-U**

**Check List**

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