

STATE BANK OF INDIA

**Information Technology Services Department
Local Head Office
AHMEDABAD**

TENDER DOCUMENT

**e-TENDER NUMBER: ITS/100/089
DATED: 18/11/2019**

**LAST DATE OF SUBMISSION OF e-TECHNICAL BID:
09/12/2019**

**For
EMPANELMENT OF VENDORS
And
ANNUAL MAINTENANCE CONTRACT (AMC)
of
COMPUTER HARDWARE / SOFTWARE / NETWORKING INSTALLED AT ALL
BRANCHES / OFFICES
& Video Conference Operations at LHO/AOs/RBOs
Under
AHMEDABD CIRCLE**

FOR THE PERIOD FROM 01.01.2020 TO 31.12.2020

e-Tender No: ITS/100/089 Dated 18.11.2019

RFP NOTIFICATION

**For
Empanelment of Vendors
And
ANNUAL MAINTENANCE CONTRACT (AMC)
Of
COMPUTER HARDWARE / SOFTWARE FOR ALL BRANCHES / OFFICES
& Video Conference Operations at LHO/AOs/RBOs**

**AHMEDABAD CIRCLE
FOR THE PERIOD 1ST JANUARY 2020 TO 31ST DECEMBER 2020**

PART 1: INVITATION TO e-BID

State Bank of India (hereinafter referred to as SBI / the Bank) is having its Corporate Office at Mumbai and amongst other one of the LHO at Ahmedabad.

In order to meet the requirements of maintenance of its Hardware Assets at various Branches / offices & Video Conference operations at LHO/AOs/RBOs **situated in the Ahmedabad LHO which covers geographical area of State of Gujarat and Union Territory of Diu, Daman & Dadra Nagar Haveli.** The Bank proposes to invite RFP from vendors (hereinafter referred to as "Bidder") to undertake Annual Maintenance Contract of hardware as per details listed out in this document.

The Bidding Document may be downloaded from Bank's Website <https://bank.sbi> and the e-bid should be submitted through **eProcurement agency**

e-Tender to be conducted by	e-Procurement Technologies Ltd.-CMMI5 B-705, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- 91 - 079 - 68136857 /6863 / 6835 / 079 – 68136829 / 6831/ 6840 (Working Hours Mon-Fri 10 AM to 7PM Saturday 10AM to 4PM Contact Person : Shri Sujith Nair e-mail :sujith@eptl.in www.AuctionTiger.net
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- ❖ The vendor(s) are not permitted to authorise their dealers / distributors / stockists / franchises /sister concern etc., to submit the e-tender/related documents on their behalf. The Bank will also reject such tender bids.
- ❖ Please note that all the information required to be submitted in Tender document needs to be provided. Incomplete information may lead to non-consideration of the proposal.

- ❖ All Bids must be accompanied by Earnest Money Deposit of Rs. 1 lakh for each cluster depending on the no. of clusters applied for as specified in the Bid document, by way of a Demand Draft
- ❖ Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated through e-procurement agency / bank.sbi via email. SBI reserves the right to amend, rescind or reissue this RFP. All amendments will be advised through e-procurement agency / bank.sbi and such amendments will be binding on them.
- ❖ The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned.

SCHEDULE OF EVENTS

1	Commencement of e-Bidding Process (Downloading of e-Tender Document from Web Site / Publication of e-Tender)	Date: 18.11.2019 Time: 12.00 p.m. e-Bid document can be downloaded from websites bank.sbi
2	Last date and time for downloading Bidding Documents	Date: 05.12.2019 Time: 12.00 p.m.
3	Last date for requesting clarifications (optional) / Pre-Bid Meeting	Date: 06.12.2019 Time 11.30 a.m. All communications regarding points / queries requiring clarifications shall be given in writing to [AGM (ITS) SBI, ITS Department, 3 rd Floor, Local Head Office, Ahmedabad) or by e-mail address To: cmits.lhoahm@sbi.co.in cc: agmits.lhoahm@sbi.co.in
4	Clarifications to queries raised to be provided.	On or before 07.12.2019 Time: 3.00 p.m.
5	Last Date for Submission of Technical e-Bid on https://etender.sbi/SBI/ & EMD to AGM(ITS), LHO, A'bad	On or before 09.12.2019 Time: 4.00 p.m.
6	Date of Opening of e-Technical Bid	Date: 10.12.2019 Time: 12.00 p.m.
7	Last date for price sealed e-bid from Technical qualified bidders	Date: 16.12.2019 11.00 a.m. to 04.00 p.m.
8	Date of Opening of the Financial e-bid	Date: 17.12.2019 Time: 11.00 a.m.

Annexure of the e-Bid

Replacement Value of Equipment: Valid from 01.01.2020 to 31.12.2020	Annexure - A - 1
Broad Category of Hardware / Software	Annexure - A - 2
Indicative List of Hardware / Software available at Branches/Offices [Which, including its configuration, are neither exhaustive nor exclusive and may vary also, may or may not exist at the Branches / offices]	Annexure - B-1 to B - 4
Branches / offices covered in Seven Clusters [Ahmedabad, Gandhinagar, Vadodara, Surat, Rajkot, Bhavnagar and LHO Ahmedabad]. Respective Authority to execute the AMC agreement and release payment there under within Cluster. Requirement of Engineers with locations and Engineers on the move exclusively for the Bank	Annexure – C Annexure – C – 1 Annexure – C - 2
Vendor Evaluation Criteria	Annexure - D
Technical e-Bid : Compliance Letter	Annexure - E
Technical e-Bid : List of Engineers at identified locations	Annexure - F
Technical e-Bid : Complete details of Support Existing / Proposed for each Cluster	Annexure - G
Format of Annual Maintenance Contract(AMC) containing terms and conditions	Annexure - H
Financial e-Bid	Annexure - I
<ul style="list-style-type: none"> - Vendor may take list of all branches / offices – cluster wise from our office, in order to conduct pre-bid Survey / visit the exact location during the working hours of branch / office for knowing exact quantity of Computer System. Please note that hardware / software under warranty period will take effect under AMC immediately after expiry of the warranty period on the respective dates and the rate of the concerned Hardware/Software - Vendors are advised to go through aforesaid Annexure thoroughly before submission of Technical and Financial e-Bid to the Bank. - The “Technical e-Bid” should contain following 3 Annexures strictly on the format provided & documents required for “Vendor Evaluation Criteria” as per Annexure-D, duly signed & bidders’ sealed <ul style="list-style-type: none"> a. Annexure - E : Technical e-Bid : Compliance letter b. Annexure - F : Technical e-Bid : List of Engineers at identified locations c. Annexure - G : Technical e-Bid : Complete details of Support existing/Proposed for each Cluster. - "Financial / Price e-Bid for AMC" should contain the cluster-wise prices as per Annexure - I. 	

Assistant General Manager [ITS]

State Bank of India
Information Technology Services Department
Local Head Office
Ahmedabad.

PART 2 : DISCLAIMER

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

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

PART 3 : INSTRUCTIONS FOR BIDDERS (IFB)

A. INTRODUCTION

3.1 Broad Scope of Work:

Repair and maintenance services (Annual Maintenance Contract – AMC) of computers and Hardware (**including all Computer hardware and machines under warranty**) and **networking / LAN** and related system software installed at various branches / offices (approximately 1342) & **Video Conference Operations at LHO/AOs/RBOs across State of Gujarat and Union Territory of Diu, Daman & Dadra Nagar Haveli under ‘Ahmedabad Circle’**. The vendor will take the call for warranty items also and resolve. In case part replacement is required, back to back support from OEM/hardware vendor to be taken. Indicative list of hardware requiring AMC is described in Annexure-B-1 to B-4.

ATMs installed onsite/offsite branches / Offices under SBI, Ahmedabad Circle are not part of above hardware. CKYC scanners / CTS scanners installed at branches / offices are not part of this AMC

3.2 Eligibility Criteria

a) Technical e-Bid:

3.2.1 The e-tender is open to all vendors subject to following are pre-requisites to enter in the bidding process:

- a) Bidder having minimum 3 years' experience as on 31/10/2019 in Computer Hardware/ Software maintenance.
- b) Minimum Average Annual Turnover should be Rs. 1 crore, for the last two Financial Year i.e.2017-18 and 2018-19, towards direct sales in the hardware maintenance and support business. (Startups / Micro & Small Enterprises are exempted from this pre-requisite subject to submission of valid Registration Certificate from National Small Scale Industries Corporation (NSIC) / Ministry of Micro, Small & Medium Enterprises (MSME).)
- c) Bidder should have Geographical presence in the cluster applied for and should have enough resources to resolve service call within 4-6 hours.
- d) Bidder must have minimum 10 technicians / engineers on his Pay-Roll as on 31/10/2019 having experience in installation and trouble shooting of Networking, Oracle, Linux, Unix, Windows OS (all versions) (supporting documents should be submitted with e-bid).
- e) Bidder must have taken up at least 2 maintenance contracts for computer hardware / software during the last 3 years from MNC/ PSU / Corporate / Government institutions / Banks for at least 250 computer systems. (copy of agreement to be submitted with e-bid).

Bidder must submit all supporting documents for a) to e) above with Technical Bid. Failure to furnish such documents may result in the rejection of the Bid.

Technical e-bids will be opened first and evaluated based on the evaluation criteria prescribed in **Annexure - D**. For qualifying in Technical e-bid the vendors have to obtain a total score of at least **70**, apart from qualifying under 'Minimum Score' criteria set out under each 'item' of **Annexure - D**.

- 3.2.2 Vendors should submit all the documents duly completed in all respects and authenticated by it as listed in item no. 3.6.1.

b) Financial e-Bid:

- 3.2.3 **The Financial bids of those vendors shall be opened who qualify in Technical Bid.**

- 3.2.4 **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

3.3 Documents constituting the e-Bid

- 3.3.1 The Bidding Documents include:

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

- 3.3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.4 Clarification / Amendment of Bidding Document

- 3.4.1 Bidder requiring any clarification of the Bidding Document should notify the Bank in writing or by e-mail indicated in Schedule of Dates as mentioned in "schedule of events" and may also attend the meeting on specified date.

- 3.4.2 **Pre-bid meeting** is scheduled as mentioned in "Schedule of Events".

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

- 3.4.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

- 3.4.5 All bidders must ensure that such clarifications / amendments have been considered

by them before submitting the bid. The Bank will not take responsibility for any omissions by bidder.

- 3.4.6 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 3.4.7 In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the timeline for submission of bids.

C . PREPARATION OF BIDS

3.5 Language of Bid

- 3.5.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents like copies of Balance Sheets / Certifications/ Contracts etc. and printed literature shall be submitted in English / Hindi /Gujarati. However, if submitted in any other language, the English version will be relied upon.

3.6 Documents Comprising the Bid

- 3.6.1 Documents comprising the **Technical Proposal (e-Bid)**, should contain following:

- i. Annexure - E Technical e-Bid: Compliance Letter
- ii. Annexure- F Technical e-Bid: List of Engineers at identified locations
- iii. Annexure- G Technical e-Bid : Complete details of Support Existing/Proposed for each Cluster
- iv. Annexure- H Format of AMC agreement containing terms and conditions duly signed with wordings
“We hereby agree to the Terms and Conditions of the Annual Maintenance Contract (AMC) as enumerated in Annexure – H above”.
- v. PART – 4: Terms and Conditions of Contract (TCC) duly signed with wordings
“We hereby agree to the Terms and Conditions of the Annual Maintenance Contract (AMC) as enumerated above”.
- vi. Supporting documents required for “Vendor Evaluation Criteria” as per Annexure-D.

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

- 3.6.2 While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The EMD sealed cover should be submitted at address as mentioned in “Schedule of Events”.

- 3.6.3 **Any Technical Proposal (e-bid) not containing as stated in 3.6.1 and 3.6.2 above will be rejected.**

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

3.6.5 Documents comprising the **Price Proposal (e-Bid)**, should contain following

Annexure - I – Financial Bid

3.7 Bid Form [e-bid, so not applicable]

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

3.8 Bid Prices

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

3.8.2 Prices quoted should be **exclusive of GST**. Since all our branches are now computerized and on Core Banking Solution (CBS) platform, for the purpose of rationalization and simplification and quality of service support rendered by the bidder is directly linked to the AMC Rate, the bidders are required to quote their rate in percentage not less than **5%** [Exclusive of GST] for items under AMC of the present replacement cost of the Hardware / Software, **for each cluster** placed at **Annexure – A - 1**, which will remain same for one Year. The value of an item which is not included in the list may be decided by the concerned authority on the basis of the current market value. **[The Bank will pay additional 1% [Exclusive of GST] in respect of maintenance of hardware/equipments/software etc. under warranty to the Service Provider for allotted branches / offices. The Service Provider will be the Single Point of Contact (SPOC) for the Bank and the Service Provider has to ensure that all items under Warranty are also functioning. In case of need the Service Provider will take up the issue with the supplier].**

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

3.9 Earnest Money Deposit (EMD)

3.9.1 The Bidder shall furnish, as part of its Bid, towards Performance security, an EMD of Rs. 1,00,000/- (Rupees One lakh only) **per Cluster, per Vendor** (Maximum Rs.7,00,000/- depending on the No.of clusters applied for).

Bidders registered with National Small Scale Industries Corporation (NSIC) / Ministry of Micro, Small & Medium Enterprises (MSME) and having valid registration certificate on NSIC/MSME are exempted from submitting EMD if a copy of valid registration certificate of NSIC/MSME is submitted with the technical bid. However, bidders claiming such exemption have to submit Performance Security amount of Rs. 1,00,000/- (Rupees One lakh only) per Cluster (Maximum Rs.7,00,000/- for Seven Clusters) together with the Bank's notification of award and the vendor's acceptance thereof.

- 3.9.2 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- 3.9.3 ***The amount of EMD applicable to this e-tender is Rs 1,00,000/- (Rupees one lac only) per cluster, per Vendor (Maxi. Rs.7,00,000/- for Seven Clusters). EMD should be in the form of a crossed account payee Demand Draft / Banker's Cheque in favour of "State Bank of India". The EMD shall not be received in any other form.***
- 3.9.4 Any Bid not accomplished by EMD, as above, will be rejected by the Bank and not considered.
- 3.9.5 The EMD of the unsuccessful Bidders shall be returned without any interest on completion of the process.
- 3.9.6 The successful Bidder's EMD will be converted into Security Deposit and Security Deposit will be returned within three months after date of expiry of contract subject to deductions/ forfeiture, if any.
- 3.9.7 The Earnest Money Deposit (EMD) obtained at the time of e-Tender can be forfeited in full or part at any of the undernoted situations at the sole discretion of the SBI under intimation to Bidder.
- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c) in the case of a successful Bidder, if the Bidder fails to sign the Contract.
 - i) Non-compliance of any of terms and conditions stipulated in the AGREEMENT requiring the Bank to invoke the penalty of more than 20 % of AMC payable in Quarter.
 - ii) Non-placement of qualified-experienced Engineers at Bank's Site and / or Engineers on the move stipulated in the e-Tender – Annexure-C, C - 2 and Annexure-F.
 - iii) Non-keeping the required spares at locations as mentioned in Clause 3.1.3 of AMC Agreement (Annexure-H) or as per mutual agreed terms.

3.10 Period of Validity of Bids

- 3.10.1 Bids shall remain valid for a period of 3 months from the date of opening of the Bid.
- 3.10.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Security Deposit (SD) provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its SD.

3.11 Format and Signing of Bid

3.11.1 Bid shall be in two parts:-

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

Part II- Price Proposal (e-Bid). (as per clause 3.6.5 above)

3.11.2 The Bid shall be typed or written legibly in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.11.3 The bidder should ensure that there are no cuttings, over-writings, and illegible or un-decipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the Bank shall be final and binding on the bidder. Kindly ensure that ambiguous or unquantifiable costs / amounts or any conditions are not included in your offer in Technical as well as in Financial bid, which would disqualify your offer. Any inter-lineation, erasures or overwriting shall be valid **only** if they are signed in full by the person signing the Bids.

D. SUBMISSION OF BIDS

3.12 Sealing and Marking of Bids [e-bid, so Not Applicable]

3.13 Last date for Submission of Bids:

3.13.1 Bids must be received by the Bank at the e-procurement agency's (AuctionTiger) website site specified, not later than the date & time specified in the "Schedule of Events" in Invitation to e-Bid.

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

3.13.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

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

3.15 Modification and Withdrawal of Bids

3.15.1 The Bidder may modify or withdraw its Bid after the Bid's submission prior to the deadline prescribed for submission of Bids.

3.15.2 No Bid may be modified after the deadline for submission of Bids.

3.15.3 No Bid may be withdrawn in the interval between the last date for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

E. OPENING AND EVALUATION OF BIDS

3.16 Opening of Technical e-Bids by the Bank

3.16.1 The submission of requisite EMD will be considered at the time of technical Bid opening.

3.16.2 Technical e-bids will be opened as mentioned in "Schedule of Events".

3.17 Preliminary Examination

3.17.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and the Bids are generally in order.

3.17.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which accepts to all the terms and conditions of the Bidding Document without any deviations.

3.17.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.17.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction.

3.18 Technical Evaluation

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 be simultaneously rejected and will not be taken up for further evaluation.

3.18.1 The Bank reserves the right to evaluate the bids on technical & functional parameters including verification of documents relating to KYC (Know Your Customer) and visit to vendor's office.

3.18.2 Bank will evaluate the technical and functional specification of all the equipments quoted by the Bidder.

3.18.3 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

3.19 Evaluation of Price Bids and Finalization

3.19.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via sealed Price e-Bid submitted by vendors through e-procurement agency as per "Schedule of Event":

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

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

3.20 Contacting the Bank

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

3.20.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.21 Award Criteria

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

3.21.2 The evaluation of bids/quotes will be identified based on L1, L2, and L3 in each cluster.

- i) For LHO Ahmedabad 1 (One) bidder and for Cluster Cluster other than LHO-Ahmedabad more than one Bidders at L1 rates will be selected.
- ii) Cluster-wise lowest (L1) bidder/vendor will be determined based on the lowest quotation **for each cluster** separately.
- iii) For Cluserter LHO-Ahmedabad, only one L1 bidder / vendor will be selected. If the cluster is having more than one L1 bidder / vendor, the following criteria and order of preference will be applied for selection:
 - a) 1st preference: highest marks obtained in "Vendor Evaluation Criteria" (Annexure-D)
 - b) 2nd preference: Bidder having maximum years of experience in computer Hardware / software maintenance as on 31/10/2019.
 - c) 3rd preference: Bidders having highest Average Annual Turnover in previous two FY i.e. 2017-18 & 2018-19 towards direct sales in the hardware maintenance and support business
- iv) For Clusters Other than LHO-Ahmedabad, if the cluster is having more than one L1 bidder / vendor, minimum 2 Bidders will be selected. The work may be awarded to L1, L2, L3 in approximate ratio of 50%, 30%, 20% at the Lowest rates based on the following criteria and order of preference:
 - d) 1st preference: highest marks obtained in "Vendor Evaluation Criteria" (Annexure-D)
 - e) 2nd preference: Bidder having maximum years of experience in computer Hardware / software maintenance as on 31/10/2019.

f) 3rd preference: Bidders having highest Average Annual Turnover in previous two FY i.e. 2017-18 & 2018-19 towards direct sales in the hardware maintenance and support business

v) Same bidder/vendor is L1 in one or more clusters, the bidder may be selected for other cluster or part thereof on the same order of preference as mentioned above in point 3.21.2.iv.

vi) *The decision of Bank in allotment of cluster or part that of to bidder/vendor will be final and binding on all the participating bidders/vendors.*

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

3.23 Notification of Award

3.23.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.

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

3.23.3 On awarding Cluster or part that off to the bidder, bidder/vendor is required to verify and prepare the list of computer system by actually visiting the branches / offices duly authenticated by the branch / office head immediately before commencement of AMC and submit the same to the respective Authority under cluster as per **Annexure - C – 1** to enter into AMC Agreement for the Computer System. Computer Systems & other equipments under warranty period will take effect under AMC immediately after expiry of warranty period, on pro-rata AMC Rate.

3.23.4 Preferably the vendor should have and maintain call logging in a Help Desk / Service Desk Software. The vendor is required to maintain centralised call logging for Circle / AO / RBO / Offices. In case the Bank develops web-based application for Call logging and/or Hardware Inventory maintenance and/or AMC Payment, it will be binding upon the Vendor to adopt the same. Call logged into the Bank's intranet system will be auto-transmitted for arranging the resolution of calls in terms of e-tender. Apart from the Banks' or the vendors' Call Logging System, branches / offices may make direct calls/emails to engineers posted at identified locations / moving engineers / vendors' Team leader / call centre for seeking the support for resolution of the problems connected with AMC.

3.24 Signing of Contract:

3.24.1 The successful bidders shall execute the contract in the prescribed format. In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

3.25 Miscellaneous

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

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

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

4.1.1 “The Bank” means State Bank of India, its Associate, Subsidiaries and Joint Ventures located in India.

4.1.2 “The Contract” means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

4.1.3 “Vendor” / “Service Provider” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.

4.1.4 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

4.1.5 “The Equipment” means all the hardware / software and / or services which the Vendor is required to maintain under the Contract including VC operations at LHO/AOs/RBOs.

4.1.6 “The Services” means maintenance of hardware and other such obligations of the Vendor covered under the Contract;

4.1.7 “TCC” means the Terms and Conditions of Contract contained in this section;

4.1.8 “The Project” means maintenance of computer hardware services for a period of 12 months.

4.1.9 “The Project Site” means various branches / offices of the State Bank of India where the equipment is to be maintained.

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

4.2 Payment Terms

4.2.1 Payment shall be made in Indian Rupees quarterly, on completion of respective quarter.

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

4.4 Termination for Default

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

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

or

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

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

4.5 Force Majeure

4.5.1 Notwithstanding the provisions of Terms and Conditions of Contract (TCC), the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.5.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.5.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

4.8 Resolution of Disputes:

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

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

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

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

4.9 Governing Language: The governing language shall be English.

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

4.11 Addresses for Notices

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

Bank's address for notice purposes:

The ASSISTANT GENERAL MANAGER (ITS)
STATE BANK OF INDIA
ITS DEPARTMENT,
3RD FLOOR,
LOCAL HEAD OFFICE,
AHMEDABAD - 380001

Vendor's address for notice purposes

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

4.12 Taxes and Duties

- 4.12.1 The Vendor will be entirely responsible for all applicable taxes like GST in connection with delivery of products and services at site including incidental services and commissioning.
- 4.12.2 **Income / Corporate Taxes in India:** The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- 4.12.3 **Tax deduction at Source:** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 4.12.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.13 Vendor's obligations

- 4.13.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 4.13.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where services are to be rendered.
- 4.13.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 4.13.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 4.13.5 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- 4.13.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

- 4.13.7 If the Vendor fails to provide maintenance services as agreed during the Currency of AMC, Bank Official executing the Agreement will serve minimum one months' written termination notice to the Vendor specifying any such failure and may award the AMC to another Vendor already executing AMC in any of the cluster. In such circumstances, the Vendor is entitled to pro-rata payment after adjusting penalty if any. The Bank shall retain the right to recover from the Vendor the damages suffered due to the negligence of the Vendor or its personnel.
- 4.13.8 Vendor shall be responsible to install and update Anti Virus Solution and other patches at the time of installation / formation of a desktops / servers / PCs / laptops before connecting it to SB Connect. After installation **Golden Image Certificate** should be obtained and submitted to the branch / office. The vendor is also responsible to update AV and OS patches as and when they are available on the systems where installed.
- 4.13.9 Vendor shall be responsible to take up issues with the suppliers for equipment under warranty on behalf of the Bank and vendor has to ensure that such equipment are also functioning. For this service the Bank will pay 1% of the present replacement value (excluding GST).
- 4.13.10 The Security Deposit can be forfeited in full or part in the case of a successful Bidder, if the Bidder fails to sign the Contract.
- 1) Non-compliance of any of terms and conditions stipulated in the AGREEMENT requiring the Bank to invoke the penalty of more than 20 % of AMC payable in Quarter.
 - 2) Non-placement of *qualified-experienced Engineers at Bank's Site* and / or Engineers on the move stipulated in the e-Tender – Annexure-C, C - 2 and Annexure-F.
 - 3) Non-keeping the required spares at locations as mentioned in Clause 3.1.3 of AMC Agreement (Annexure-H) or as per mutual agreed terms.



PART 5: BID FORM, PRICE SCHEDULES & OTHER FORMATS

INDEX OF ANNEXURE NUMBERS

Annexure Name	Details
Annexure – A – 1	Replacement value of Hardware and Software
Annexure – A - 2	Broad Categories of Hardware and Software used
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Annexure – C - 1	Cluster Details and Authority to execute AMC agreement
Annexure – C – 2	Location of Resident Engineers
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Annexure – F	Technical e-Bid: List of Engineers at Identified Locations
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Annexure – I	Financial e-Bid

Annexure – A – 1		
Replacement Value of Hardware Equipment / Software Valid from 01/01/2020 to 31/12/2020		
Sr No.	Item	Price
1	CBS Server Uni-processor	1,33,000
2	CBS Server Dual Processor	1,40,000
3	Desktop / Node	25,300
4	Desktop CPU only	19,700
5	Monitor only	5,000
6	Laptop	40,000
7	Line Printer	1,71,200
8	High Speed Dot Matrix Printer 136	33,200
9	Dot Matrix Printer 136 / 80 TDR/IOI	8,100
10	Passbook Printer	15,200
11	Desktop Laser Printer Mono	7,800
12	Desktop Laser Printer Mid Level	11,300
13	Laser Printer: Multi Function	14,700
14	Network Laser Printer Heavy duty 50 ppm	39,200
15	Multifunctional Laser Printer Mono 25 ppm	14,700
16	Flat Bed scanner	4,200
17	Mid Sized ADF Flat Bed Scanner	41,000
18	Webcam	500
19	Cluster Server (@ LHO / CCPC)	4,80,000
20	SAN Storage (@ LHO / CCPC)	4,50,000
21	Image Server	2,10,000
22	High End Scanner (HP / Fujitsu)	84,000
23	Medium Range Auto Feed Scanner	58,500
24	Switch 24 Port	5,000
25	Scanner HP SCANJET PRO3000 S3	12,300
26	Scanner FUJITSU F17160	20,400
27	Cat 5 / 6 Single I/O outlet	200
28	Cat - 6 cable (1 metre)	18
29	Jack Panel Cat 5 / 6	3,000
30	Windows Server 2008 Standard Edition	34,340
31	MS Office different versions	24,058
32	SCO Unix (DPC LHO only)	66,000
33	VC Endpoint (Operating only)	1,10,000
34	VC MCU (Operating Only)	20,00,000
35	Cash Receipt Printer	7,000
36	Multi Functional Laser Printer Colour	20,800
37	GCC Device per device per year ()	250

Annexure - A - 2

Broad Categories of Hardware and Software used in the Bank

Hardware:

- g) Servers / Storages
- h) PCs / Nodes / Clients / Laptops
- i) Peripherals/ Printers
- j) Scanners
- k) Networking Components
- l) Video Conference Equipments

Software:

- m) Windows 2008 / 2012 / 2013 Server
- n) Linux
- o) Window 7 / Windows 8 / Windows 10/ Windows 16
- p) SCO Unix (COBOL / Oracle based application)
- q) Oracle 8i / 9i / 10g / 11g
- r) Lotus Notes / Lotus Suite / Same time Client
- s) MS Office 2007 / 2013 / 2016
- t) Utilities: Acrobat / Winzip / WinRar
- u) Anti-virus software /Trend Micro Anti Virus (TMAV)
- v) Office 365

General Configuration of HW / SW at a CORE BANKING / TRADE FINANCE BRANCH / BPR Outfit / OAD / FSLO / SBLC/CCPC/LCPC

ITEM	Approx. Quantity
<u>HARDWARE</u>	
<u>FILE SERVER (SINGLE / DUAL PROCESSOR)</u> (In Branch Server Consolidation (BSC) Branch – No Server	0/1/2
<u>WORKSTATION/Nodes/Clients :</u> Standard Configuration ** CCPC / LCPC 100-200	5-50**
<u>PERIPHERALS</u> Logitech Quickcam Express Web Camera Scanners Laser printer Line Printer (Printrionics / Tally / IBM / Lipi <i>Pass Book / Draft / Printers 80 column</i> Multi-function Printer-Scanner-Copier-Fax (HP/Canon/Samsung/Richo)	1 1/2 1 1 2/3 0 / 1 / 2
<u>NETWORKING COMPONENTS:</u> Structured cabling on UTP CAT-5E / 6E Cable, Switches, Rack, Jack Panel etc.	Varies
<u>SOFTWARE</u>	
Windows 2008 Std / Enterprise Server / Windows 2012 std / Enterprise / Windows 2013 Std / Enterprise Server (**Users Licence)	0/1/2
<u>MS Office 2007 / 2013 / 2016</u>	1

ANNEXURE - B – 2**General Configuration of HW / SW at Local Head Offices (LHO)**

ITEM	Approx. Quantity
Report Servers (Linux OS)	2-3
Core banking Server / Active Directory Servers / backup servers / Web servers on Windows 2008 / 2012 Std / Enterprise Server with/without storage	4-6
<u>PCs (Models from HCL/PCS/ACER/CHIRAG/SIS/HP/Dell etc.</u>	500-600
<u>Peripherals</u> Dot-matrix Printer (Wipro/Epson) Line Printer(Printronix/Lipi) Inkjet Printer (HP/Canon/Samsung/Olivetti/ LaserJet printer(HP/ Canon/Samsung) Scanners Network LaserJet printer(HP /Canon/Samsung/Richo) Multi-function Printer-Scanner-Copier-Fax (HP/Canon/Samsung/Richo)	Varies
<u>LAPTOPS</u> (IBM / COMPAQ / HP / HCL / DELL / ACCER / SONY etc)	25-30
<u>NETWORKING COMPONENTS:</u> Cat 5,6 UTP CABLE Structured cabling MULTIMAX JACK PANEL INFORMATION OUTLETS MOUNTING CHORDS 8,12,16 or 24 port UTP Hubs/Switch Wood/ Steel Mounting Rack	
Video Conferencing Equipments (Operating VC support daily) *	9-10

*** Subject to approval of respective User/Office Requirement.**

ANNEXURE - B - 3

General Configuration of HW / SW at Data Processing Centre (DPC) @ LHO

ITEM	Approx. Quantity
<u>UNIX SERVER</u>	1
<u>Workstation of standard Configuration</u>	8-10
<u>LINE PRINTER</u> Models from Printronics / Tally / IBM / Lipi	1 / 2 /3
<u>INKJET/ LASER PRINTERS</u> (models from HP/SAMSUNG/CANON/Richo)	0 / 1 /2
<u>NETWORKING COMPONENTS:</u> Cat 5,6 UTP CABLE Structured cabling MULTIMAX JACK PANEL INFORMATION OUTLETS MOUNTING CHORDS 8,12,16 or 24 port UTP Hubs/Switch Wood / Steel Mounting Rack	Varies

ANNEXURE - B - 4**General Configuration of HW / SW at AO / Regional Business Office**

ITEM	Approx. Quantity
Core banking Server on Windows 2003/ 2008/ 2012 Server (In Branch Server Consolidation (BSC) Branch) – No Server	0-1
<u>Nodes / PCs (Models from HCL/PCS/ACER/CHIRAG/SIS)</u> Core i3 , Pentium IV of various speeds, AMD Athlon 64 X 2 Dual and other standard Configuration	50-60
<u>PERIPHERALS</u> Dot-matrix Printer (Wipro/Epson) Line Printer(Printronix/LIPI) Inkjet Printer (HP/Olivetti/ LaserJet printer(HP/Samsung) Network LaserJet printer(HP) PSC (HP) Multi-function Printer-Scanner-Copier-Fax (HP/Canon/Samsung/Richo etc)	Varies
<u>LAPTOPS</u> (IBM/ COMPAQ/HP/HCL/ACER/DELL etc]	Varies
<u>NETWORKING COMPONENTS:</u> Cat 5,6 UTP CABLE Structured cabling MULTIMAX JACK PANEL INFORMATION OUTLETS MOUNTING CHORDS 8,12,16 or 24 port UTP Hubs/Switch <u>Wood/ Steel Mounting Rack</u>	Varies
<u>Video Conferencing Equipment (Operating VC support daily) *</u>	1 - 2

*** Subject to approval of respective User/Office Requirement.**

ANNEXURE – C

Cluster wise requirement of Engineers

Cluster No	Cluster	Total No of Branches / Offices	Tot No. of Engineers @1 Eng. for avg 10 Branches	Resident Engineers	Moving Engineers
1	AHMEDABAD	233	28	10	18
2	GANDHINAGAR	208	22	7	15
3	VADODARA	228	26	9	17
4	SURAT	217	24	7	17
5	RAJKOT	222	23	8	15
6	BHAVNAGAR	232	25	8	17
7	LHO*	2	5	5	0
		1342	153	54	99

***(@LHO Total 5 Resident Engineers = 3 AMC + 2 VC Operations)
(For LHO the Vendor has to keep 1 Engineer on holiday/Sunday during 10am to 3pm)**

										Annexure- C - 1	
SBI-ITS DEPARTMENT-LHO-AHMEDABAD										Date : 18/11/2019	
ANNUAL MAINTENANCE CONTRACT OF HARDWARE /SOFTWARE / LAN / VC OPERATIONS FOR OFFICES / BRANCHES 1ST JANUARY 2020 – 31ST DECEMBER 2020											
Designated Authority to execute AMC Agreement for RBOs/ Branch/ CELL / Office											
Sr No	NW	AO	REG	NAR	BRCD	Cluster No	Cluster	BRANCH_NAME	Authority to execute AMC agreement & release Payment	Total Branch / offices	
1	N-I	AAO	0	110	6730	1	Ahmedabad	ADMIN OFFICE, AHMEDABAD	CM GB AAO	1	
2	N-I	AAO	1	111	13012	1	Ahmedabad	AAO-1,RBO AHMEDABAD-1	CM(CS&CH) RBO	42	
3	N-I	AAO	2	112	13013	1	Ahmedabad	AAO-2,RBO AHMEDABAD-2	CM(CS&CH) RBO	39	
4	N-I	AAO	3	113	13014	1	Ahmedabad	AAO-3,RBO AHMEDABAD-3	CM(CS&CH) RBO	42	
5	N-I	AAO	4	114	13015	1	Ahmedabad	AAO-4,RBO AHMEDABAD RU/SU	CM(CS&CH) RBO	41	
6	N-I	AAO	5	115	13094	1	Ahmedabad	AAO-5,RBO SURENDRANAGAR	CM(CS&CH) RBO	48	
7	N-I	AAO	9	119	301	1	Ahmedabad	AHMEDABAD MAIN	AGM BRANCH	1	
8	N-I	AAO	9	119	2628	1	Ahmedabad	ASHRAM ROAD, AHMEDABAD	AGM BRANCH	1	
9	N-I	AAO	9	119	3096	1	Ahmedabad	NAVRANGPURA, AHMEDABAD	AGM BRANCH	1	
10	N-I	AAO	9	119	3993	1	Ahmedabad	LAGHU UDYOG,AHMEDABAD	AGM BRANCH	1	
11	N-I	AAO	9	119	4482	1	Ahmedabad	RACPC, AHMEDABAD	HEAD OF CELL	1	
12	N-I	AAO	9	119	5018	1	Ahmedabad	SMECCC, AHMEDABAD	HEAD OF CELL	1	
13	N-I	AAO	9	119	15607	1	Ahmedabad	SMECC-II	HEAD OF CELL	1	
14	N-I	AAO	9	119	5054	1	Ahmedabad	TFCPC, AHMEDABAD	HEAD OF CELL	1	
15	N-I	AAO	9	119	10392	1	Ahmedabad	CCPC, AHMEDABAD	HEAD OF CELL	1	
16	N-I	AAO	9	119	12229	1	Ahmedabad	DOCUMENT ARCH.CENTRE, AHD	HEAD OF CELL	1	
17	N-I	AAO	9	119	15355	1	Ahmedabad	RACPC(EAST) AHMEDABAD	HEAD OF CELL	1	
18	N-I	AAO	9	119	17901	1	Ahmedabad	SPL COMMERCIAL BRANCH, AHD	AGM BRANCH	1	
19	N-I	AAO	9	119	60129	1	Ahmedabad	SPL PBB BRANCH AHMEDABAD	AGM BRANCH	1	
20	N-I	AAO	9	119	60438	1	Ahmedabad	SME LAW GARDEN, AHMEDABAD	AGM BRANCH	1	
21	N-I	AAO	SAM	510	4199	1	Ahmedabad	SAMB AHMEDABAD	HEAD OF CELL	1	
22	N-I	AAO	SAM	510	5181	1	Ahmedabad	SARB AHMEDABAD	HEAD OF CELL	1	
23	N-I	AAO	CAG	610	4152	1	Ahmedabad	CAG AHMEDABAD	AGM BRANCH	1	
24	N-I	AAO	MCG	710	4038	1	Ahmedabad	MCG-OB AHMEDABAD	AGM BRANCH	1	
25	N-I	AAO	MCG	710	4439	1	Ahmedabad	MCG-MCG RO AHMEDABAD	AGM MCG	1	
26	N-I	AAO	MCG	710	6926	1	Ahmedabad	MCG-COMM. BRANCH AHMEDABAD	AGM BRANCH	1	
28	LHO	LHO	LHO	99	7320	2	Gandhinagar	SBLC, Gandhinagar	AGM SBLC	1	
29	N-I	GAO	0	120	8900	2	Gandhinagar	ADMIN OFFICE, GANDHINAGAR	CM GB GAO	1	
30	N-I	GAO	1	121	13091	2	Gandhinagar	GAO-1,RBO GANDHINAGAR	CM(CS&CH) RBO	48	
31	N-I	GAO	2	122	15856	2	Gandhinagar	GAO-2,RBO MEHSANA	CM(CS&CH) RBO	50	
32	N-I	GAO	3	123	13092	2	Gandhinagar	GAO-3, RBO PALANPUR	CM(CS&CH) RBO	50	
33	N-I	GAO	4	124	13101	2	Gandhinagar	GAO-4, RBO NADIAD	CM(CS&CH) RBO	52	
34	N-I	GAO	9	129	1355	2	Gandhinagar	GANDHINAGAR MAIN	AGM BRANCH	1	
35	N-I	GAO	9	129	4465	2	Gandhinagar	CPPC, GANDHINAGAR	HEAD OF CELL	1	
36	N-I	GAO	9	129	15608	2	Gandhinagar	RASMECCC, GANDHINAGAR	HEAD OF CELL	1	
37	N-I	GAO	9	129	16051	2	Gandhinagar	SP. P B BRANCH - GANDHINAGAR	AGM BRANCH	1	

State Bank of India, ITS Department, LHO, Ahmedabad Tender No: ITS/100/089 dated 18/11/2019

38	N- I	GAO	9	129	60228	2	Gandhinagar	SECTOR - 11, GANDHINAGAR	AGM BRANCH	1
39	N- I	GAO	ZIO	410	13523	2	Gandhinagar	ZIO GANDHINAGAR	HEAD OF CELL	1
40	N- I	GAO	CCC	819	69998	2	Gandhinagar	IBG BRANCH	HEAD OF CELL	1
41	N- II	VAO	LHO	99	4954	3	Vadodara	SBLC-VADODARA	AGM SBLC	1
42	N- II	VAO	0	230	6731	3	Vadodara	ADMIN OFFICE, VADODARA	CM GB VAO	1
43	N- II	VAO	1	231	13016	3	Vadodara	VAO-1,RBO VADODARA-1	CM(CS&CH) RBO	38
44	N- II	VAO	2	232	13017	3	Vadodara	VAO-2,RBO VADODARA-2	CM(CS&CH) RBO	40
45	N- II	VAO	3	233	13100	3	Vadodara	VAO-3,RBO VADODARA-3	CM(CS&CH) RBO	29
46	N- II	VAO	4	234	15296	3	Vadodara	VAO 4- RBO PMS / DAHOD	CM(CS&CH) RBO	38
47	N- II	VAO	5	235	12251	3	Vadodara	VAO 5- RBO ANAND	CM(CS&CH) RBO	38
48	N- II	VAO	6	236	61329	3	Vadodara	VAO 6- RBO RAJPIPLA	CM(CS&CH) RBO	28
49	N- II	VAO	9	239	1456	3	Vadodara	MAKARPURA INDL. ESTATE, BARODA	AGM BRANCH	1
50	N- II	VAO	9	239	4084	3	Vadodara	SPL COMMERCIAL BRANCH, ANAND	AGM BRANCH	1
51	N- II	VAO	9	239	4086	3	Vadodara	SPL COMMERCIAL BRANCH, BARODA	AGM BRANCH	1
52	N- II	VAO	9	239	5019	3	Vadodara	SMECCC, BARODA	HEAD OF CELL	1
53	N- II	VAO	9	239	5063	3	Vadodara	TFCPC, VADODARA	HEAD OF CELL	1
54	N- II	VAO	9	239	10000	3	Vadodara	RACPC BARODA	HEAD OF CELL	1
55	N- II	VAO	9	239	10062	3	Vadodara	RASMECCC, ANAND	HEAD OF CELL	1
56	N- II	VAO	9	239	18964	3	Vadodara	RACPC SAYAJIGANJ VADODARA	HEAD OF CELL	1
57	N- II	VAO	9	239	12230	3	Vadodara	DAC, VADODARA	HEAD OF CELL	1
58	N- II	VAO	SAM	510	10059	3	Vadodara	SARB BARODA	HEAD OF CELL	1
59	N - II	AAO	MCG	710	1946	3	Vadodara	MCG-IFB VADODARA	AGM BRANCH	1
60	N- II	VAO	CCC	819	69999	3	Vadodara	CONTACT CENTRE VADODARA	HEAD OF CELL	1
61	N- II	SAO	0	240	12826	4	Surat	ADMIN OFFICE, SURAT	CM(CS&CH) RBO	1
62	N- II	SAO	1	241	12250	4	Surat	SAO 1- RBO BHARUCH NARMADA	CM(CS&CH) RBO	39
63	N- II	SAO	2	242	12248	4	Surat	SAO 2- RBO SURAT 2	CM(CS&CH) RBO	41
64	N- II	SAO	3	243	13102	4	Surat	SAO 3- RBO SURAT 3	CM(CS&CH) RBO	48
65	N- II	SAO	4	244	12249	4	Surat	SAO 4- RBO VALSAD DANG UTS	CM(CS&CH) RBO	39
66	N- II	SAO	5	245	15858	4	Surat	SAO-5,RBO TAPI-NAVSARI SAO	CM(CS&CH) RBO	41
67	N- II	SAO	9	249	488	4	Surat	SURAT	AGM BRANCH	1
68	N- II	SAO	9	249	4083	4	Surat	SPL COMMERCIAL BRANCH, SURAT	AGM BRANCH	1
69	N- II	SAO	9	249	5020	4	Surat	SMECCC, SURAT	HEAD OF CELL	1
70	N- II	SAO	9	249	5996	4	Surat	HAZIRA	AGM BRANCH	1
71	N- II	SAO	9	249	10001	4	Surat	RACPC, SURAT	HEAD OF CELL	1
72	N- II	SAO	9	249	10060	4	Surat	RASMECCC, BHARUCH	HEAD OF CELL	1
73	N- II	SAO	9	249	12231	4	Surat	DOCUMENT ARCH.CENTER SURAT	HEAD OF CELL	1
74	N - II	SAO	MCG	710	14396	4	Surat	MCG-MID CORP. BRANCH SURAT	AGM BRANCH	1
75	N-III	RAO	0	350	12824	5	Rajkot	AO, RAJKOT + CPCs	CMGB RAO	1
76	N-III	RAO	1	351	12252	5	Rajkot	RAO 1- RBO RAJKOT 1	CM(CS&CH) RBO	40
77	N-III	RAO	2	352	12253	5	Rajkot	RAO 2- RBO RAJKOT 2	CM(CS&CH) RBO	38
78	N-III	RAO	3	353	13019	5	Rajkot	RAO 3- RBO JAMNAGAR	CM(CS&CH) RBO	51
79	N-III	RAO	4	354	13018	5	Rajkot	RAO 4- RBO KUTCH	CM(CS&CH) RBO	42
80	N-III	RAO	5	355	15857	5	Rajkot	RAO-5,RBO RAJKOT-5	CM(CS&CH) RBO	45
81	N-III	RAO	9	359	4085	5	Rajkot	COMMERCIAL BRANCH RAJKOT	AGM BRANCH	1

State Bank of India, ITS Department, LHO, Ahmedabad Tender No: ITS/100/089 dated 18/11/2019

82	N-III	RAO	9	359	10063	5	Rajkot	SMECCC+SARB, RAJKOT	HEAD OF CELL	1
83	N-III	RAO	9	359	13070	5	Rajkot	DOCU. ARCH. CENTRE, RAJKOT	HEAD OF CELL	1
84	N-III	RAO	9	359	13207	5	Rajkot	RASMECCC JAMNAGAR	HEAD OF CELL	1
85	N-III	RAO	9	359	16390	5	Rajkot	LALPAR, MORVI	AGM BRANCH	1
86	N-III	RAO	9	359	60073	5	Rajkot	M.G.ROAD, GONDAL	AGM BRANCH	1
87	N-III	RAO	9	359	60923	5	Rajkot	RACPC, RAJKOT	HEAD OF CELL	1
88	N-III	BAO	LHO	99	60940	6	Bhavnagar	SBLC-BHAVNAGAR	CM(CS&CH) RBO	1
89	N-III	BAO	0	360	12825	6	Bhavnagar	ADMIN OFFICE, BHAVNAGAR	CMGB BAO	1
90	N-III	BAO	1	361	13095	6	Bhavnagar	BAO 1- RBO BHAVNAGAR 1	CM(CS&CH) RBO	40
91	N-III	BAO	2	362	13096	6	Bhavnagar	BAO 2- RBO BHAVNAGAR 2	CM(CS&CH) RBO	43
92	N-III	BAO	3	363	13097	6	Bhavnagar	BAO-3,RBO AMRELI	CM(CS&CH) RBO	48
93	N-III	BAO	4	364	13098	6	Bhavnagar	BAO-4, RBO JUNAGADH	CM(CS&CH) RBO	45
94	N-III	BAO	5	365	13099	6	Bhavnagar	BAO-5,RBO VERAVAL	CM(CS&CH) RBO	47
95	N-III	BAO	9	369	12232	6	Bhavnagar	DAC, BHAVNAGAR	HEAD OF CELL	1
96	N-III	BAO	9	369	13206	6	Bhavnagar	RASMECCC JUNAGADH	HEAD OF CELL	1
97	N-III	BAO	9	369	15154	6	Bhavnagar	LCPC, Bhavnagar	HEAD OF CELL	1
98	N-III	BAO	9	369	15802	6	Bhavnagar	SMECC, BHAVNAGAR	HEAD OF CELL	1
99	N-III	BAO	9	369	60921	6	Bhavnagar	RASMECCC, BHAVNAGAR	HEAD OF CELL	1
100	N-III	BAO	SAM	510	18375	6	Bhavnagar	SAMB, Bhavnagar	HEAD OF CELL	1
101	N- I	BAO	MCG	710	60415	6	Bhavnagar	MCG-IFB BHAVNAGAR	AGM BRANCH	1
102	LHO	LHO	LHO	99	3975	7	LHO	LHO, ABD(Incl FSLO + Stat Dept)	AGM ITS	2
								Total		1342

LOCATIONS OF RESIDENT ENGINEERS

Annexure - C - 2

SBI-ITS DEPARTMENT-LHO-AHMEDABAD							Date : 18/11/2019
ANNUAL MAINTENANCE CONTRACT OF HARDWARE /SOFTWARE / LAN / VC OPERATIONS FOR OFFICES / BRANCHES 1 ST JANUARY 2020 – 31 ST DECEMBER 2020							
Proposed Locations of Resident Engineers							
NW	AO	NAR	BRCD	Cluster	OFFICE / BRANCH NAME	Location of Resident Engineer	No of Resident Eng
N- I	AAO	110	6730	Ahmedabad	ADMIN OFFICE, AHMEDABAD	AO Ahmedabad	2
N- I	AAO	112	13013	Ahmedabad	AAO-2,RBO AHMEDABAD RU/SU	RBO 2, Ahmedabad	1
N- I	AAO	114	13015	Ahmedabad	AAO-4,RBO AHMEDABAD RU/SU	RBO 4 & Dhandhuka	1
N- I	AAO	115	13094	Ahmedabad	AAO-5,RBO SURENDRANAGAR	RBO Surendranagar	1
N- I	AAO	119	10392	Ahmedabad	CCPC, AHMEDABAD	CCCP	1
N- I	AAO	119	5054	Ahmedabad	RACPC, Ashram RD + TFCPC	TFCPC	1
N- I	AAO	119	301	Ahmedabad	AHMEDABAD MAIN	ABD MAIN	1
N- I	AAO	610	4152	Ahmedabad	CAG AHMEDABAD	CAG Ahmedabad	1
N- I	AAO	710	6926	Ahmedabad	MCG-COMM. BRANCH AHMEDABAD	COMM BR + SAMB	1
N- I	GAO	120	8900	Gandhinagar	ADMIN OFFICE, GANDHINAGAR	AO Gandhinagar + SBLC + CPPC + GIFT CITY	2
N- I	GAO	122	15856	Gandhinagar	GAO-2,RBO MEHSANA	1 Mehsana + 1 Himatnagar	2
N- I	GAO	123	13092	Gandhinagar	GAO-3, RBO BANASKANTHA	1 Palanpur + 1 Deesa	2
N- I	GAO	124	13101	Gandhinagar	GAO-4, RBO NADIAD/KHEDA	Nadiad Br / RBO Nadiad	1
N- II	VAO	230	6731	Vadodara	ADMIN OFFICE, VADODARA	AO Vadodara + SBLC	2
N- II	VAO	232	13017	Vadodara	VAO-2,RBO VADODARA-2	Baroda Main Br	1
N- II	VAO	233	13100	Vadodara	VAO-3,RBO VADODARA-3	RBO 3 Vadodara	1
N- II	VAO	234	15296	Vadodara	VAO 4- RBO PMS / DAHOD	1 Godhra + 1 Dahod	2
N- II	VAO	235	12251	Vadodara	VAO 5- RBO ANAND	Anand Br / RBO	1
N- II	VAO	236	61329	Vadodara	VAO 6- RBO Rajpipla	RBO 6 Rajpipla	1
MCG	VAO	MCG	1946	Vadodara	MCG-VADODARA	MCG Vadodara + TFCPC + SCB	1
N- II	SAO	240	12826	Surat	ADMIN OFFICE, SURAT	AO Surat	2
N- II	SAO	241	12250	Surat	SAO 1- RBO BHARUCH NARMADA	RBO Bharuch	1
N- II	SAO	243	13102	Surat	SAO 3- RBO SURAT 3	RBO Bardoli	1
N- II	SAO	244	12249	Surat	SAO 4- RBO VALSAD DANG UTS	RBO Valsad	1
N- II	SAO	245	15858	Surat	SAO-5,RBO TAPI-NAVSARI SAO	1 RBO Navsari + 1 Vyara	2
N-III	RAO	350	12824	Rajkot	ADMIN OFFICE, RAJKOT	AO Building + CPCs	2
N-III	RAO	351	12252	Rajkot	RAO 1- RBO Rajkot 1	RBO 1 Rajkot	1
N-III	RAO	352	12253	Rajkot	RAO 2- RBO RAJKOT 2	Morvi Branch	1
N-III	RAO	353	13019	Rajkot	RAO 3- RBO JAMNAGAR	RBO Jamnagar	1
N-III	RAO	354	13018	Rajkot	RAO 4- RBO KUTCH	1 RBO Gdham + 1 Bhuj Br	2
N-III	RAO	355	15857	Rajkot	RAO-5,RBO RAJKOT-5	RBO Porbandar	1
N-III	BAO	360	12825	Bhavnagar	ADMIN OFFICE, BHAVNAGAR	AO Bhavnagar	2
N-III	BAO	362	13096	Bhavnagar	BAO 2- RBO BHAVNAGAR 2	1 Mahuva Main + 1 Dhola	2
N-III	BAO	363	13097	Bhavnagar	BAO-3,RBO AMRELI	1 RBO Amreli	1
N-III	BAO	364	13098	Bhavnagar	BAO-4, RBO JUNAGADH	RBO Junagadh	1
N-III	BAO	365	13099	Bhavnagar	BAO-5, VERAVAL	RBO Veraval	1
N-III	BAO	369	15154	Bhavnagar	LCPC Bhavnagar	LCPC Bhavnagar	1
LHO	LHO	99	3975	LHO	LOCAL HEAD OFFICE, AHMEDABAD	3 support + 2 VC	5
Total							54

Vendor Evaluation Criteria**ANNEXURE - D**

Sl.	Item	Score	Minimum Score	Maximum Score
Minimum criteria to be fulfilled for submission of BID				
1	Minimum 3 years' experience in Computer Hardware/Software maintenance. (supporting document-Copy of AMC letter or Agreement or another document to justify) > 3 and up to 5 years > 5 years	5 10	5	10
2	Net Profit as per audited balance sheet and Profit & Loss (copy of Balance Sheet & P&L Account) Net profit at least in one of the last two Financial Years i.e. 2017-18 & 2018-19 Net profit in the last two financial years.	5 10	-	10
3	Average Annual Turnover for previous two FY i.e. 2017-18 & 2018-19 towards direct sales in the hardware maintenance and support business (copy of P&L account) 1 to 2 Crores 2 to 5 Crores More than 5 Crores (In case of Start-ups / Micro & Small Enterprises minimum score will be allotted subject to submission of valid Registration Certificate crores NSIC/MSME)	5 10 15	5	15
4	ISO accreditation (copy of Certificate/s) Accreditation in the last FY i.e, 2018-19 1 or more accreditations with at least one in the F.Y. 2018-19	3 5	-	5
5	Geographical presence required with ability to resolve AMC call within 4-6 hours (Supporting documents: copy of AMC agreement or office address proof) In one module In two modules More than Two Module	5 10 15	5	15
6	Existing Manpower support (10 Technicians / Engineers with experience in installation & trouble shooting of networking, Oracle, Linux, Windows OS (all versions) (supported by disclosures made to statutory authorities or document justifying Manpower) 11 to 20 Engineers 21 to 40 Engineers Above 40 Engineers	5 10 15	5	15
7	AMCs taken up during the last 3 years with MNC / PSU / Corporate / Govt. Institutions / Bank/Educational Institutions etc. (supporting document-copy of AMC letter or Agreement or another documents to justify numbers of nodes) 250 to 400 Nodes 401 to 600 PC/Nodes Above 600 PC/Nodes	5 10 15	5	15
8	Existing relationship with SBI Vendors who are currently on-board providing AMC services to SBI (supporting document-copy of AMC letter or Agreement to justify relationship) Existing relationship with SBI other than Ahmedabad Circle only. Existing relationship with SBI, Ahmedabad Circle Existing relationship with SBI Ahmedabad Circle as well in other Circles also	5 10 15	-	15

ANNEXURE - E

**BID FORM (TECHNICAL e-BID)
 Technical Bid: Compliance Letter
 To be submitted on the Letter Head of the Bidder
 (to be included in Technical e-Bid)**

Date: _____

To:

The Asst. General Manager (ITS)
 State Bank Of India
 ITS Department
 Local Head Office
 AHMEDABAD 380001

Dear Sir,

Ref: RFP No: SBI/100/089 dated 18th November 2019

~~~~~  
 We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to maintain the equipments detailed in **Annexure - A - 1**, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid in a sealed cover, on or before the date mentioned in "schedule of events". We confirm that all the terms & conditions mentioned in the RFP Document are acceptable to us specifically mentioned in the undernoted documents without adding any additional condition.

|                                                                                                                              |                |
|------------------------------------------------------------------------------------------------------------------------------|----------------|
| Replacement Value of Equipment: Valid from 01.01.2020 to 31.12.2020                                                          | Annexure-A - 1 |
| Branches / offices covered in Seven Clusters [Ahmedabad, Gandhinagar, Rajkot, Vadodara, Surat, Bhavnagar and LHO Ahmedabad]. | Annexure - C   |
| Respective Authority to execute the AMC agreement and release payment there under within Cluster.                            | Annexure- C -1 |
| <b>Requirement of Engineers with locations and Engineers on the move exclusively for the Bank</b>                            | Annexure-C - 2 |
| Technical e-Bid : List of Engineers at identified locations [Subject to verification by Bank of Qualification/experience]    | Annexure – F   |
| Technical e-Bid : Complete details of Support Existing / Proposed for each Cluster                                           | Annexure – G   |
| AMC agreement containing terms and conditions                                                                                | Annexure – H   |
| Terms & Conditions of AMC (TCC)                                                                                              | PART - 4       |

**2. While submitting this bid, we certify that:**

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- Quotes submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

- The quotes submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- *We hereby certify that no terms and conditions have been stipulated in Price Bids.*
- Will ensure placement of engineers at locations as also engineers on move as required as per Annexure - C and Annexure – C – 2 and Annexure - F [duly complying with the requirement **Clause 3.1.5 of AMC Agreement [Annexure-H]**, as per allotment of cluster to us before commencement of AMC. Details required as per Annexure – C, Annexure – C - 2 and Annexure - F along with escalation matrix with name, cell and email addresses will be submitted latest by **26/12/2019** to ITS Department, Ahmedabad LHO, failing which we agree that Bank will allot the cluster to another Vendor without giving us any notice.

3. If our offer is accepted, we undertake to complete the formalities for maintenance of hardware equipment for a period of 12 months or till the new AMC agreement comes into force whichever is later on the same Terms & Conditions.

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

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

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

7. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid and In the event of any details submitted turned out to be false during the currency of AMC, Bank is at discretion to forfeit the EMD towards performance security and terminate the AMC.

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

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

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(Signature) (Name) (In the capacity of duly  
authorised to sign Bid for and on behalf of

| Technical Bid: List of Engineers at Identified locations |                                          |      |               | Annexure - F |         |
|----------------------------------------------------------|------------------------------------------|------|---------------|--------------|---------|
| Cluster                                                  | Location                                 | Name | Qualification | Experience   | Cell No |
| Ahmedabad                                                | AO Ahmedabad                             |      |               |              |         |
| Ahmedabad                                                | RBO 2, Ahmedabad                         |      |               |              |         |
| Ahmedabad                                                | RBO 4 & Dhandhuka                        |      |               |              |         |
| Ahmedabad                                                | RBO Surendranagar                        |      |               |              |         |
| Ahmedabad                                                | CCCP                                     |      |               |              |         |
| Ahmedabad                                                | TFCPC                                    |      |               |              |         |
| Ahmedabad                                                | ABD MAIN                                 |      |               |              |         |
| Ahmedabad                                                | CAG Ahmedabad                            |      |               |              |         |
| Ahmedabad                                                | COMM BR + SAMB                           |      |               |              |         |
| Gandhinagar                                              | AO Gandhinagar + SBLC + CPPC + GIFT CITY |      |               |              |         |
| Gandhinagar                                              | 1 Mehsana + 1 Himatnagar                 |      |               |              |         |
| Gandhinagar                                              | 1 Palanpur + 1 Deesa                     |      |               |              |         |
| Gandhinagar                                              | Nadiad Br / RBO Nadiad                   |      |               |              |         |
| Vadodara                                                 | AO Vadodara + SBLC                       |      |               |              |         |
| Vadodara                                                 | Baroda Main Br                           |      |               |              |         |
| Vadodara                                                 | RBO 3 Vadodara                           |      |               |              |         |
| Vadodara                                                 | 1 Godhra + 1 Dahod                       |      |               |              |         |
| Vadodara                                                 | Anand Br / RBO                           |      |               |              |         |
| Vadodara                                                 | RBO 6 Rajpipla                           |      |               |              |         |
| Vadodara                                                 | MCG Vadodara + TFCPC + SCB               |      |               |              |         |
| Surat                                                    | AO Surat                                 |      |               |              |         |
| Surat                                                    | RBO Bharuch                              |      |               |              |         |
| Surat                                                    | RBO Bardoli                              |      |               |              |         |
| Surat                                                    | RBO Valsad                               |      |               |              |         |
| Surat                                                    | 1 RBO Navsari + 1 Vyara                  |      |               |              |         |
| Rajkot                                                   | AO Building + CPCs                       |      |               |              |         |
| Rajkot                                                   | RBO 1 Rajkot                             |      |               |              |         |
| Rajkot                                                   | Morvi Branch                             |      |               |              |         |
| Rajkot                                                   | RBO Jamnagar                             |      |               |              |         |
| Rajkot                                                   | 1 RBO Gdham + 1 Bhuj Br                  |      |               |              |         |
| Rajkot                                                   | RBO Porbandar                            |      |               |              |         |
| Bhavnagar                                                | AO Bhavnagar                             |      |               |              |         |
| Bhavnagar                                                | 1 Mahuva Main + 1 Dhola                  |      |               |              |         |
| Bhavnagar                                                | 1 RBO Amreli                             |      |               |              |         |
| Bhavnagar                                                | RBO Junagadh                             |      |               |              |         |
| Bhavnagar                                                | RBO Veraval                              |      |               |              |         |
| Bhavnagar                                                | LCPC Bhavnagar                           |      |               |              |         |
| LHO                                                      | 3 support + 2 VC                         |      |               |              |         |
| Ahmedabad                                                | AO Ahmedabad                             |      |               |              |         |
| Ahmedabad                                                | RBO 2, Ahmedabad                         |      |               |              |         |
| Ahmedabad                                                | RBO 4 & Dhandhuka                        |      |               |              |         |
| Ahmedabad                                                | RBO Surendranagar                        |      |               |              |         |
| Ahmedabad                                                | CCCP                                     |      |               |              |         |
| Ahmedabad                                                | TFCPC                                    |      |               |              |         |

|           |                                                               |  |  |  |  |
|-----------|---------------------------------------------------------------|--|--|--|--|
|           |                                                               |  |  |  |  |
| Bhavnagar | Admin Office Bhavnagar                                        |  |  |  |  |
| Bhavnagar | Admin Office Bhavnagar / LCPC                                 |  |  |  |  |
| Bhavnagar | Botad Court Compound Br                                       |  |  |  |  |
| Bhavnagar | RBO Amreli                                                    |  |  |  |  |
| Bhavnagar | Rajula ADB                                                    |  |  |  |  |
| Bhavnagar | Mahuva Main Branch                                            |  |  |  |  |
| Bhavnagar | RBO Junagadh                                                  |  |  |  |  |
| Bhavnagar | RBO5 Veraval                                                  |  |  |  |  |
|           |                                                               |  |  |  |  |
| LHO       | ITS LHO                                                       |  |  |  |  |
| LHO       | ITS LHO                                                       |  |  |  |  |
| LHO       | ITS LHO                                                       |  |  |  |  |
| LHO       | ITS LHO                                                       |  |  |  |  |
| LHO       | ITS LHO                                                       |  |  |  |  |
|           | NB:Qualification/Experience/Cell are subject to Verification. |  |  |  |  |

| Name of Cluster:<br>Ahmedabad / Gandhinagar / Vadodara / Surat / Rajkot/ Bhavnagar<br>(for this LHO - Ahmedabad is included in Ahmedabad) |                                  |                                                                    |  | Annexure - G                                        |                              |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------|--|-----------------------------------------------------|------------------------------|
| NB : Details for each Cluster may please be given separately                                                                              |                                  |                                                                    |  |                                                     |                              |
| Sr.No.                                                                                                                                    | Whether Office or Service Centre | Complete Office / Service Centre Address details with contact Nos. |  | No of Engineers                                     | Whether Existing or Proposed |
| 1                                                                                                                                         |                                  | Address:                                                           |  |                                                     |                              |
|                                                                                                                                           |                                  | Email                                                              |  |                                                     |                              |
|                                                                                                                                           |                                  | Phone                                                              |  |                                                     |                              |
|                                                                                                                                           |                                  | Fax                                                                |  |                                                     |                              |
|                                                                                                                                           |                                  | Name of Head                                                       |  |                                                     |                              |
|                                                                                                                                           |                                  | Designation                                                        |  |                                                     |                              |
|                                                                                                                                           |                                  | Cell                                                               |  |                                                     |                              |
|                                                                                                                                           |                                  | 2                                                                  |  | Address                                             |                              |
| Email                                                                                                                                     |                                  |                                                                    |  |                                                     |                              |
| Phone                                                                                                                                     |                                  |                                                                    |  |                                                     |                              |
| Fax                                                                                                                                       |                                  |                                                                    |  |                                                     |                              |
| Name of Head                                                                                                                              |                                  |                                                                    |  |                                                     |                              |
| Designation                                                                                                                               |                                  |                                                                    |  |                                                     |                              |
| Cell                                                                                                                                      |                                  |                                                                    |  |                                                     |                              |
| 3                                                                                                                                         |                                  |                                                                    |  | Address                                             |                              |
|                                                                                                                                           |                                  | Email                                                              |  |                                                     |                              |
|                                                                                                                                           |                                  | Phone                                                              |  |                                                     |                              |
|                                                                                                                                           |                                  | Fax                                                                |  |                                                     |                              |
|                                                                                                                                           |                                  | Name of Head                                                       |  |                                                     |                              |
|                                                                                                                                           |                                  | Designation                                                        |  |                                                     |                              |
|                                                                                                                                           |                                  | Cell                                                               |  |                                                     |                              |
|                                                                                                                                           |                                  | 4                                                                  |  | Address                                             |                              |
| Email                                                                                                                                     |                                  |                                                                    |  |                                                     |                              |
| Phone                                                                                                                                     |                                  |                                                                    |  |                                                     |                              |
| Fax                                                                                                                                       |                                  |                                                                    |  |                                                     |                              |
| Name of Head                                                                                                                              |                                  |                                                                    |  |                                                     |                              |
| Designation                                                                                                                               |                                  |                                                                    |  |                                                     |                              |
| Cell                                                                                                                                      |                                  |                                                                    |  |                                                     |                              |
|                                                                                                                                           |                                  |                                                                    |  | Please furnish Name of engineers with Cell Numbers. |                              |

**Annexure-H**

**AGREEMENT FOR \_\_\_\_\_ 1**

**BETWEEN**

**State Bank of India, \_\_\_\_\_ 2**

**AND**

**\_\_\_\_\_ 3**

**Date of Commencement: 1<sup>st</sup> January 2020 \_\_\_\_\_ 4**

**Date of Expiry : 31<sup>st</sup> December 2020**

- 
1. Type/nature/name of Agreement.
  2. Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.
  3. The other Party (Contractor/ Service Provider) to the Agreement
  4. Effective Date from which the Agreement will be operative.

**AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT (AMC)  
OF COMPUTER HARDWARE, SOFTWARE  
& VIDEO CONFERENCE OPERATIONS**

Agreement No:

Office / Branch:

Period: **01.01.2020 to 31.12.2020**

THIS AGREEMENT for **Maintenance of Computer Hardware and Software** (hereinafter **'the Agreement'**) made on the .... day of ....., 202\_\_ between STATE BANK OF INDIA incorporated 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-400021 and having one of its Local Head Office at Ahmedabad and its Office / Branch at....., for and on behalf of the ..... Branches / Offices, list as per **Annexure** under its jurisdiction / control (hereafter called **"SBI"** or **"the Bank"**) which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns of the First Part

And

M/S ....., incorporated under the companies Act 1956 having its Registered Office at ..... and principal place of business at .....(hereinafter referred to as **"THE COMPANY"** or **"Service Provider"** which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

**RACITLS**

**WHEREAS**

- (i) The Bank is desirous of availing services for repair and maintenance service for the computer / electronic equipment viz .
  - (a) *Hardware including Servers / Storages / PCs / Nodes / Clients / Scanners / Laptops / peripherals / printers / Networking Components / Video Conference Equipments*
  - (b) *software including Windows 2003/2008 Server / 2013 Server / Linux (Proxy and firewall) / SCO Unix (COBOL based application) / Lotus Notes / Lotus Suite / Same Time Client / Window 7 / Window 10 / MS Office 2003 / 2007 / 2013 / 2016*

(c) *Utilities: Acrobat / WinZip / Clear pass / Bio Metric Authentication Devices (BAS) / Wirer / Anti-virus software and its updates / OS Patches / Security patches / Advisories / ADS (Active Directory Services) / all type of Clients and Drivers (hereafter called "EQUIPMENT" ) listed in Annexure hereto, as amended from time to time;*

(ii) The Service Provider has agreed to provide the services as may be required by the Bank.

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

## 1 DEFINITIONS & INTERPRETATIONS

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

1.1.1 **"Agreement"** means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

1.1.2 **"EQUIPMENT"** means the computer / electronic equipment viz *Hardware including Servers / Storages / PCs / Nodes / Clients / Laptops / scanners / peripherals / printers / Networking Components / Video Conference Equipments* listed in Annexure hereto, as amended from time to time.

1.1.3 **"Software"** means *OS Windows 2003 / 2008 Server / 2013 Server / Linux (Proxy and firewall) / SCO Unix (COBOL based application) / Lotus Notes / Lotus Suite / Same Time Client / Window 7 / Window 10 / Window Vista / MS Office 2003 / 2007 / 2013 / 2016 with service Packs and Patches as released from time to time / Utilities : Acrobat / Winzip / WinRar / Anti-virus software and its updates / OS Patches / Security patches / Advisories / ADS (Active Directory Services) / Biometric Access Devices (BAD) and other applications, clients, drivers etc. listed in Annexure hereto, as amended from time to time.*

1.1.4 **"Service"** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

### 1.2 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, Annexure and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

## **2 COMMENCEMENT AND TERM:**

- 2.1** This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from the **1<sup>st</sup> day of January, 2020** for a period of **twelve (12) months** i.e. up to the **31<sup>st</sup> day of December, 2020**.
- 2.2** This Agreement shall be in force for a period of **Twelve months or till New AMC Agreement comes into force whichever is later** on the same Terms & conditions or unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3** The Bank shall have the right at its discretion to renew/extend this Agreement in writing, for a further term of up to 4 (Four) quarters on the same terms and conditions subject to acceptance by the Service Provider.
- 2.4** Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.
- 2.5** Upon termination or after expiration of this Agreement each party shall forthwith return all papers, material and other properties held by the parties to the contract for the purpose of execution of this Agreement. In addition, each party shall assist the other party in the orderly termination of this Agreement on the transfer of all aspects thereof, tangible and intangible, as may be necessary, for the orderly, non-disrupted business continuation of parties to the contract.
- 2.6** Individual items of EQUIPMENT, SOFTWARE, UPDATES and repair and maintenance service charge on such EQUIPMENT, SOFTWARE, UPDATES may be added to or withdrawn from Annexure of this Agreement by mutual written consent of both parties, PROVIDED ALWAYS that such

State Bank of India, ITS Department, LHO, Ahmedabad Tender No: ITS/100/212 dated 14/11/2016 consent is not unreasonably withheld. In the event that individual items of equipment, software, updates [*including expired warranty items from the date of expiry of warranty*], are added to Annexure, it may involve additional maintenance charges. Likewise, in the event that individual items of EQUIPMENT, SOFTWARE, UPDATES are withdrawn from Annexure, as described herein, then AMC charges on such EQUIPMENT shall stand proportionately reduced from the invoice bill for AMC charges at the end of the relative quarter.

### **3 SCOPE OF SERVICES SERVICE:**

The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is as follows:

**3.1** During the term of this Agreement the Service Provider Agrees to maintain the EQUIPMENT in good working order *with a view to ensure business continuity of SBI* and for this purpose will provide the following repair and maintenance service:

3.1.1 The Service Provider shall correct any faults and failure in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT during the period SBI's branch/office work for keeping its records up to date. The day's functioning of the branch /office may extend beyond normal working hours. Vendor to provide support services on all hardware installed in his area of operation including hardware under warranty.

3.1.2 In case, where unserviceable parts of the EQUIPMENTS need replacement the Service Provider shall replace such parts [which includes parts relating to all Printers [viz. Head, *Printer bands*, Plastic Part, Hammer assembly, Sprockets, Camage Block, mouse, key-board, Fuser Assembly, Teflon Sleeve], *Power Codes and all other* parts [not enumerated as exception hereunder] at no extra cost to SBI, with brand new parts or those equivalent to new parts in performance. Provided that if the Service Provider is required to replace consumables, being printer ribbons, printer toner, magnetic tape reels, Cartridges, cassettes, exchangeable disk packs, *CDs, DVDs, Data Cable, Laptop Battery, Network Patch Cord* these will incur an additional charge.

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

| <b>Sr. No</b> | <b>Spares/Parts</b>                               | <b>Quantity</b>              | <b>To be placed at RBO/A O</b> |
|---------------|---------------------------------------------------|------------------------------|--------------------------------|
| 1             | DAT Drive, HDD, Switches, SCSI Controllers / SMPS | 1 each for every 10 branches | RBO                            |
| 2             | Monitor, VGA Cards                                | 1 each for every 5 branches  | RBO                            |
| 3             | NIC cards with boot PROM, Keyboards               | 2 per 50 nodes               | RBO                            |
| 4             | Node motherboards as per existing configuration   | 1 for 200 nodes              | RBO                            |
| 5             | Printer heads                                     | 1 for every 10 branches      | RBO                            |
| 6             | Printer Interface Card                            | 1 per 20 branches            | RBO                            |
| 7             | CD W / DVD W drives / DATS                        | 1 per 20 branches            | RBO                            |
| 8             | RAM chips                                         | Sufficient quantities        | RBO                            |
| 9             | Mouse, Keyboard                                   | 4 for 100 nodes              | RBO                            |
| 10            | Camera for Desktops                               |                              | RBO                            |

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

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

- 3.1.4 All repair and maintenance service described herein shall be performed by qualified maintenance engineers thoroughly familiar with the EQUIPMENT deployed at centres / cluster of branches / offices.
- 3.1.5 The Service Provider shall ensure that *Engineer conversant with software as well as hardware solutions [including Computer Hardware, Printers, LAN, WAN, Internet, Intranet, Windows, Anti-Virus, Network, Microsoft OS, Linux, SCO Unix etc] as provided in the approved TENDER annexure attached, is available at Bank's Site. The engineer should be technically qualified, a degree / diploma (computer engineering or in the allied fields of engineering) holder, 2 to 3 years experienced and **dedicated for SBI use only**, during normal working hours – between 9.00 a.m. to 7.00 p.m. (except in special emergency circumstances the working hours may be extended) and shall report to and operate from a designated SBI branch / office location as provided in the approved TENDER annexure attached. **The engineers will be provided with a cell phone by the Service Provider to enable tracing & call routing. Services must be available on 24 X 7 basis. Leave substitute arrangement has to be done by the Service Provider. The Service Provider will submit plan for back up arrangement in case the***

**resident engineer or other engineers who are operating in clusters for SBI Ahmedabad Circle AMC Project are on leave or otherwise not available to give support services.** *The Service Provider shall provide the names(s) and mobile telephone number(s) of engineers on the move allocated within a given cluster of branches/offices as provided in the approved TENDER annexure attached. The engineers are required to display their Company identity cards on their person whenever they are in any of the Bank's premises. In case of an emergency / eventuality arising for maintenance service in more than one branch / office at the same time in a given cluster of branches / offices, the Service Provider shall arrange to make alternate arrangements and depute more than ONE Engineer within that given cluster of branches / offices, so that the simultaneous - multiple service call from branches in the cluster are attended to promptly. The Service Provider will have the right to change Service Engineer (s) deputed in a cluster. But, any such change will be intimated to the SBI well in time and must have the approval of the SBI. In case of some office / Branch, EQUIPMENT may be under warranty. It is expected of the Service Engineer to coordinate with the original Vendor for rectification / repair if required. The Service Provider will provide insurance cover to its workmen / engineers in the SBI. It is sole responsibility of the Service Provider to indemnify the workmen/engineers or their legal heirs in case workmen / engineers suffer any loss or damage to their life or person or property while working in the Bank Premises.*

- 3.1.6 The Service Provider shall maintain at SBI's site, a written maintenance and repair log / *service card*, and shall record therein each incident of EQUIPMENT malfunction, date and time of commencement and successful completion of repair work [i.e. Downtime] and nature of repair work performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. The employee of the Service Provider shall get the signature of Branch Manager or Official-in-charge of the office or any other person authorized to authenticate the log. SBI shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their communication to the Service Provider.
- 3.1.7 If the Service Provider fails to carry out repair works *before the end of 3<sup>rd</sup> business day after lodgement of complaint (without reckoning the date of complaint)* and puts the BANK in a situation where the BANK is compelled to get the repair work done from a third party may be at a higher cost than otherwise payable to the Service Provider, such cost will be recovered from the company by paying less AMC charges equivalent to extra cost except cost of consumable parts.
- 3.1.8 *The Company shall load / unload / reload and configure / re-configure operating systems and / or any other specific system software / patches/ service packs / utilities as the case may be in EQUIPMENT and SOFTWARES covered under AMC at no extra cost to the SBI, whenever need arises.*

- 3.1.9 *The Service Provider shall be responsible for and ensure regular installation / maintenance / trouble shooting / ADS (Active Directory Services) / patches / security patches/ advisories/ service packs / updates of Software like Netware, Antivirus System, Windows OS, MS office, WinNT, Linux, SCO Unix ; creating groups; setting up of email on outlook express / Microsoft outlook / Same time Client etc., and allocation of rights in case of LAN etc.; especially Antivirus / Windows / updates / patches / Service Packs which will be provided by the actual supplier / SBI from time to time and on the modalities decided by the SBI.*
- 3.1.10 *The Service Provider should assist the SBI to recover the data, free of cost, in case of Hard Disk crash of any EQUIPMENT under its AMC.*
- 3.1.11 *The AMC rate should cover all maintenance of LAN Cabling and troubleshooting thereof including replacement of problematic NETWORKING spare parts like info outlet and RJ-45 connector, Jack panel. However, the Service Provider will be reimbursed for any additional LAN (CAT-6 Molex or D-Link make) Cabling required by the Bank, at prevailing market rate / mutually agreed rate.*
- 3.1.12 *The Service Provider shall certify that the repair and maintenance services / products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The Service Provider shall indemnify the SBI from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.*
- 3.1.13 *Office where Video Conference unit are in place may opt for operating the Video Conference facility as and when meeting through Video Conference facility is held. Besides, operating the VC as and when required, the Engineer placed at the Office should check the health of all the VC Equipments including ISDN Lines and LAN / MPLS connectivity attached to VC Systems regularly. If found, any problem, he should immediately take the action and liaison with the concerned agencies to resolve the issue under advice to respective office.*
- 3.1.14 Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the Service Provider shall become the property of the Service Provider, and the parts replacing the withdrawn parts shall become the property of SBI.
- 3.1.15 The maintenance personnel of the Service Provider shall, subject to **Clause 12.6** herein, be given access to the EQUIPMENT when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 3.1.16 SBI shall be within its authority to shift the EQUIPMENT, if warranted, to an alternate site and installed thereat during the currency of the Agreement without prior written notice to the Service Provider. However, if SBI desires to shift the EQUIPMENT, in full or in part, to a new site and install it thereat urgently, the Service Provider shall be informed of the same immediately. SBI shall bear the charges for such shifting and the Service Provider shall provide necessary assistance and support

State Bank of India, ITS Department, LHO, Ahmedabad Tender No: ITS/100/212 dated 14/11/2016 including the installation of shifted EQUIPMENT in the new place, to SBI in doing so. This Agreement, after such shifting and reinstallation of the EQUIPMENT would continue to be binding on the Service Provider and SBI, depending on the new location the EQUIPMENT is shifted to and within the area of the Service Provider's area of operations.

- 3.1.17 SBI will have the right to disconnect / connect / integrate / substitute peripherals such as printers, etc. acquired from another vendor. Further, SBI may install electronic components such as circuit cards, etc. to enhance the system's performance, and the peripherals, components etc., referred to as above may be acquired by SBI either from the Service Provider or from third party after prior consultation with the Service Provider, who would provide necessary guidance and support in the matter. *Further, SBI reserves the right to procure same item from the Service Provider as per the latest finalized rate Contract.*
- 3.1.18 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other, different or subsequent breach of either similar or different nature.
- 3.1.19 The Service Provider shall be responsible to install and update Anti Virus Solution and other patches at the time of installation / formation of a desktops / servers / PCs / laptops before connecting it to SB Connect. After installation **Golden Image Certificate** should be obtained and submitted to the branch / office. The Service Provide is also responsible to update AV and OS patches as and when they are available. The service provider is also responsible to install/update any driver/client to make device/application functional.

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

- 4.1.1 Each of the Party represents and warrants in relation to itself to the other that
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided

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4.1.5 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

4.1.6 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 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

4.2.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

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

4.2.4 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

4.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

#### **5 RESPONSIBILITIES OF THE BANK**

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

#### **6 RESPONSIBILITIES OF THE SERVICE PROVIDER**

6.1 The Service Provider will provide *escalation matrix with* the list of important marketing / support executives and engineers with addresses and telephone numbers which should be updated from time to time.

- 6.2** The Service Provider will specify the date by which salary will be paid every month to his employees / engineers associated with the Bank and ensure that salary and other dues to his employees / engineers are paid timely and services to the Bank is not hampered in any case.

## **7 CONFIDENTIALITY**

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

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

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

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

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

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



- 7.2.5 If a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- 7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or wilful default.
- 7.3** The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 7.4** The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 7.5** Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 7.6** The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall

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be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

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

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

## **8 RELATIONSHIP BETWEEN THE PARTIES:**

**8.1** It is specifically agreed that the service Provider shall act as independence 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.

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

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

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

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

## 9 SUB-CONTRACTING

**9.1 THE SERVICE PROVIDER will not subcontract or permit anyone other than THE SERVICE PROVIDER'S employees / personnel to perform any of the work, services or other performance required of SERVICE PROVIDER under this Agreement. If so found, it will be treated as a breach of the contract by THE SERVICE PROVIDER and the SBI will have the right to forfeit earnest money besides termination of agreement.**

## 10 PERFORMANCE GUARANTEE AND PENALTY

**10.1** The Service Provider has to retain an amount of Rs.1,00,000/- per cluster awarded for AMC towards performance guarantee amount during the currency of this agreement.

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

**10.3** The Service Provider shall be liable to pay penalty at the rate mentioned in respect of any delay beyond the permitted period in providing the Services.

**10.4** The time scheduled specified and rate of penalty are as under:

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

10.4.2 The Service Provider shall provide repair and maintenance service, in response to oral, including telephone or email, notice by SBI so that the **lead-time** for carrying out repairs of the EQUIPMENT and making it operational, does not exceed **4 hours** (i.e. 2.0 hours of travel [which is outer limit and can be less] and 2.0 hours of repair time), *failing which penalty of Rs.50.00 each item on each occasion [where resolution of cause exceeded 4 hours] will be deducted from quarterly AMC payable to the Company.* The Service Provider to ensure that the **UP-TIME** of the EQUIPMENT will be **99% in the case of Servers / Scanner / Line / Laser / Draft / TDR / Pass Book / Receipt Printers and 95% in the case of Nodes, other Printers, PCs, Laptops, etc.** Penalties will be levied at the rate of 400% of proportionate AMC charges per hour delay beyond the stipulated **Down-Time i.e. 1% in the case of Servers / Line / Laser / Draft / TDR / Pass Book / Receipt Printers and 5% in the case of Nodes, other Printers, PCs, Laptops, etc.** *This is in addition to aforesaid levy of penalty of Rs.50.00 on each occasion of delay beyond 4 hours.* The amount will be deducted from the quarterly AMC payable to the Service Provider.

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

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

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

|                           | <b>Server</b>                                    | <b>PC</b>                                      |
|---------------------------|--------------------------------------------------|------------------------------------------------|
| <b>Down Time</b>          | 130 hours                                        | 130 hours                                      |
| <b>Coverage Hours</b>     | 24 hours x 90 days = 2160                        | 24 hours x 90 days = 2160                      |
| <b>Uptime</b>             | $= \frac{(2160 - 130)}{2160} = 93.98 \%$         | $= \frac{(2160 - 130)}{2160} = 93.98 \%$       |
| <b>Penalty</b>            |                                                  |                                                |
| <b>Replacement cost</b>   | Rs.130000                                        | Rs.32200                                       |
| <b>AMC Rate</b>           | 5 % p.a.                                         | 5 % p.a.                                       |
| <b>Quarterly Amount</b>   | $130000 \times (5/100) / 4 = 1625.00$            | $32200 \times (5/100) / 4 = 402.50$            |
| <b>Required Uptime %</b>  | 99 %                                             | 95 %                                           |
| <b>% for Penalty</b>      | 99 – 93.98 = 5.02 %                              | 95 – 93.98 = 1.02                              |
| <b>Penalty: Downtime</b>  | $Rs.(1625.00 \times 5.02/100) \times 4 = 326.30$ | $Rs.(402.50 \times 1.02/100) \times 4 = 16.42$ |
| <b>Penalty : Occasion</b> | Rs.50 * 2 Occasion = 100                         | Rs.50 * 2 Occasions = 100                      |
| <b>Total Penalty Rs.</b>  | 326.30 + 100 = 426.30                            | 16.42 + 100 = 116.42                           |

The system support facilities should be made available to the branches on all the Bank working days for whole day till late evening/nights and ensure that the problems are solved positively and without any delay. In case the Service Provider is having regular holidays (full/half day) when actually the Bank is working, the Service Provider will ensure that qualified technical personnel with sufficient spares are regularly available at specified office or at the Branch for providing necessary supports as above. In the event of failure to meet the stipulation, the Bank will have discretion to deduct the penalty amount as calculated above from the AMC payment / instalment payable to the Service Provider by the BANK.

10.4.3 The Service Provider shall carryout Preventive Maintenance (including but not limited to inspection, testing, satisfactory conduct of all diagnostics, *anti-virus updates, update OS patches / Service packs*, cleaning of the EQUIPMENT, and necessary repairing of the EQUIPMENT) every *Quarter*, during the currency of this Agreement, on a day and a time to be mutually agreed upon. Notwithstanding the foregoing, The Service Provider recognizes SBI's operational needs and agrees that SBI shall have the right to require the Service Provider to adjourn Preventive Maintenance from any scheduled time to a subsequent date and time, not later than fifteen working days thereafter. *In the event of failure on the part of Service Provider to undertake Preventive Maintenance once in Quarter, a **penalty of 20 % of AMC Cost will be deducted from relative Invoice at the discretion of SBI.***

10.4.4 All engineering changes generally adopted hereafter by the Service Provider for equipment similar to that covered by this Agreement, shall be made to the EQUIPMENT at NO COST TO SBI.

10.4.5 The Service Provider shall repair / replace parts at on-site at branch / office only. If the fault is of serious nature and requires the support of the Service Centre of the Service Provider, thereby necessitating shifting of the equipment, the Service Provider shall attend to shifting / transportation, installation, re-installation, loading of the software packages (both the system software and application software, if any) at no additional cost to the SBI within reasonable time.

10.4.6 The Bank reserves the right to claim as damages from the Service Provider to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the Service Provider, damage has been caused to computer system covered by the AMC or to any property of the bank even if it is not covered by the AMC.

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

**10.6** If the Service Provider fails to provide maintenance services as agreed, the *Bank may award the AMC to the Another Company doing AMC in any of the cluster. In such circumstances, the Service Provider is entitled for pro-rata payment after adjusting penalty, if any. The Bank shall retain the right to recover from the Service Provider the damages suffered due to the negligence of the Service Provider or its personnel.*

**10.7** *The EMD (Earnest Money Deposit) towards Performance security obtained at the time of Tender can be forfeited in full or part at any of the undernoted situations at the sole discretion of the SBI under intimation to*

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*the Service Provider without assigning any reasons besides termination of services of the Service Provider from the Cluster.*

- a. *Non-compliance of any of terms and conditions stipulated in the AGREEMENT requiring the Bank to invoke the penalty of more than 20 % of AMC payable in Quarter.*
- b. *Non-placement of qualified-experienced Engineers at Bank's Site and /or Engineers on the move stipulated in the Tender – **Annexure – C, C – 2 & F***
- c. *Non-keeping the required spares at locations mutually agreed.*

## **11 FORCE MEJEURE**

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

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

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

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

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

## **12 COMPLIANCE WITH LAWS AND SECURITY ARRANGEMENT**

- 12.1** Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- 12.2** Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.
- 12.3** Service Provider shall be solely liable & responsible for compliance to all obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 etc. and other applicable Labour Laws prevailing in the country in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled. The Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.
- 12.4** Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.
- 12.5** In the event of any liability arising on account of any breach or non-compliance of statutory requirements by the contractor, the SBI would have the right to reimburse itself by way of adjustment from the Service Provider's pending bills or otherwise recover it through available legal remedies, to the extent of the loss suffered by it as a consequence of the same.
- 12.6** The Service Provider agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at SBI's premises and externally for materials belonging to SBI.

### **13 RIGHT TO AUDIT**

- 13.1** It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank.
- 13.2** The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.
- 13.3** It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.
- 13.4** The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not

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amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.

- 13.5 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- 13.6 The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.
- 13.7 The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.
- 13.8 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- 13.9 The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redresser of customer complaints by the Service Provider.

#### 14 FEES, TAXES DUTIES & PAYMENT OF CHARGES

- 14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the subject to deduction of Income Tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
  - 14.1.1 The AMC charges payable for each Quarter on completion of each Quarter subject to conditions specified in PARA No:10 by SBI to the Service Provider for the repair and maintenance services described herein, are quantified in percentage terms @ \_\_\_\_ % for equipment under AMC and 1% for equipment under Warranty (Exclusive of GST) on the replacement cost of the EQUIPMENT as provided in the approved TENDER Annexure-A-1 attached; and unless provided for elsewhere herein, no additional charges shall be claimed by the Service Provider. **No separate charges** would be payable on the EQUIPMENT which are under WARRANTY and the Service Provider shall liaise with the SUPPLIER vendor for carrying out maintenance service under the warranty period, **but will ultimately be liable for uptime.**
  - 14.1.2 The Service Provider shall submit to SBI their invoice (s) with a statement having following columns branch-wise / office-wise duly signed and certified for payment by user Branch / Office [Branch Manager or official-in-charge of the office or any other officer], based on log / service card as detailed in **Clause 3.1.6** for payments due in accordance with this AGREEMENT, at the end of the quarter.



|       |                                                                                                                    |             |
|-------|--------------------------------------------------------------------------------------------------------------------|-------------|
| 1     | Name of the Branch                                                                                                 |             |
| 2     | Name of Equipment                                                                                                  |             |
| 3     | Replacement Cost                                                                                                   |             |
| 4     | AMC Charges for the quarter                                                                                        |             |
| 5     | Banks' Stipulated uptime                                                                                           | 99 % / 95 % |
| 6     | Downtime – hours                                                                                                   |             |
| 7 [a] | Penalty Rs.50 [Each item on each Occasion]                                                                         |             |
| 7 [b] | Penalty of 400% of AMC charges per hour delay beyond the stipulated <b>Down-Time:</b><br><b>1 % / 5 %</b>          |             |
| 7 [c] | 100 % penalty of AMC Charges for quarter: failed to repair the equipment within 3 days plus cost of repair outside |             |
| 7 [d] | 20% of AMC Charges for failure to carry out preventive maintenance in a quarter.                                   |             |
| 8     | Total Penalty [7a+7b+7c+7d]                                                                                        |             |
| 9     | AMC Payment or Recovery for quarter [4-8]                                                                          |             |

#### TERMS OF INVOICES SUBMITTED BY THE SERVICE PROVIDER:

The Service Provider shall submit to SBI their invoices for the payment of the above charges at the end of each quarter period indicated in **Clauses 14.1.1 and 14.1.2** of this Agreement and taking into account additions, deletions, transfer of EQUIPMENT from the branch / office as stated in **Para 2.6** of this Agreement. Such invoice (s) shall be payable by SBI, *as provided in the approved TENDER annexure attached, centrally by each signing authority for Branch/Offices for the branches under them*, within thirty (30) days of receipt (subject to the provision of **Clause 14.1.1** of this Agreement), *after adjusting penalty(ies) if any in terms of Clause 10.4 and its sub-clauses of this Agreement.*

14.1.3 All of the prices, terms, warranties and benefits granted by the Service Provider herein are comparable to or better than the equivalent terms being offered by the Service Provider to any of its present customers. If the Service Provider shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favourable terms, this Agreement shall thereupon be deemed amended to provide the same to SBI.

14.2 All other taxes (excluding GST), duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.

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

#### 15 GENERAL INDEMNITY

15.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included)

which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.

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

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

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

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

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

## **16 TERMINATION**

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

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

- (f) In the interest of the Bank.
- (g) If the Service Provider fails to pay salary on the specified date to his employees/engineers associated with the Bank as mentioned as per Clause 6.3 above.

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

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

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

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

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

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

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

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

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

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

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

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

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality; and
- iii. any right which a Party may have under the applicable Law.

**16.7** In the event that the Service Provider shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of a creditors, suffer or permit the appointment of a become subject to , any proceeding under any avail itself of, or become subject to , any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors then (at the option of SBI notwithstanding **Clause 2.1** of the Agreement ) this Agreement shall terminate and of no further force and effect and any property or rights of such other party , tangible or intangible, shall forthwith be returned to it.

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

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

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

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

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

## **18 ARBITRATION**

**18.1** Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall make all endeavours to settle the dispute/s through mutual negotiation and discussions. If the said dispute/s are not

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settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

- 18.2** The place of arbitration shall be at Ahmedabad and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 18.3** The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- 18.4** Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **19 GOVERNING LAW & JURISDICTION**

- 19.1** The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- 19.2** The Parties agree to submit to the exclusive jurisdiction of the appropriate court in **Ahmedabad** in connection with any dispute between the Parties under the Agreement.

## **20 ENTIRE AGREEMENT**

- 20.1** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- 20.2** This Agreement comprises this Agreement and the referred Annexure and shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein.

## **21 SEVERABILITY**

- 21.1** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the

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remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## **22 NOTICES**

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

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

**22.3** Address for communication to the Parties are as under:

22.3.1 To the Bank

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22.3.2 To Service Provider

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## **23 MISCELLANEOUS**

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

**23.2** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies

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herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

- 23.3** Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder
- 23.4** The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 23.5** In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- 23.6** If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 23.7** The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 23.8** All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
- 23.9** The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 23.10** Marginal notes and headings are for guidance only and are not intended to be read or constructed as part of this Agreement.
- 23.11** The Terms and conditions in this document together with the terms and conditions of the purchase contract signed by the Service Provider, if both are same, shall constitute the entire binding contract between the Service Provider and SBI.

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

For & on behalf of  
STATE BANK OF INDIA

For & On behalf of

By it's representative  
attorneys  
(Authorised Signatory who may be  
The head of the Cell / Department/  
Establishment, AGM at an LHO/  
CM at a Regional Business Office /  
Administrative Office,  
Head of Branch or Cell)

By It's constituted

**By:**

**By:**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/20\_\_

**Date:** \_\_\_/\_\_\_/20\_\_

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_



**ANNEXURE – I**

**STATE BANK OF INDIA , ITS DEPARTMENT, LHO, AHMEDABAD**

**ANNUAL MAINTENANCE CONTRACT**

**Financial e-Bid**

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

| Sr No | Name of Cluster | % AMC Rate per year<br>{Minimum 5 % for items under AMC}<br>(Note: The Bank will pay 1% to the Service provider to maintain Items under warranty, which is in addition to above rate)<br>[all rates are Exclusive of GST] |
|-------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Ahmedabad       |                                                                                                                                                                                                                           |
| 2     | Gandhinagar     |                                                                                                                                                                                                                           |
| 3     | Rajkot          |                                                                                                                                                                                                                           |
| 4     | Vadodara        |                                                                                                                                                                                                                           |
| 5     | Surat           |                                                                                                                                                                                                                           |
| 6     | Bhavnagar       |                                                                                                                                                                                                                           |
| 7     | LHO, Ahmedabad  |                                                                                                                                                                                                                           |

**The AMC Rate quoted above is % of Notional / Replacement value as per Annexure - A - 1 of the e-Tender.**

Vendor Company Stamp

(Signature & Name)

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