



**REQUEST FOR PROPOSAL  
FOR ANNUAL MAINTENANCE CONTRACT OF COMPUTER SYSTEMS &  
PERIPHERALS FOR LHO MAHARASHTRA KHARADI PUNE AND ALL  
BRANCHES/OFFICES ACROSS MAHARASHTRA CIRCLE**

**Ref: ITS/MAH/2025-26/04  
DATED 26.11.2025**

**STATE BANK OF INDIA, ITS DEPT., LHO, MAHARASHTRA, SPANDAN,  
CLOCK TOWER, 3/2 & AM3, MIDC, KHARADI PUNE**

## 1. Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Indira Uday Kumar Designation: Chief Manager (ITS) Email ID: cmits.lhomah@sbi.co.in Contact Address: State Bank of India, LHO, Maharashtra, Clock Tower, Kharadi, Pune-411014 Contact Number: 9167995041
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website <a href="https://www.sbi.bank.in">https://www.sbi.bank.in</a> procurement news from 26.11.2025 to 16.12.2025
3	Last date for requesting clarification	Up to 3.00 p.m. 02.12.2025 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 2.30 p.m. to 3.30 p.m. on 03.12.2025 at SBI, LHO, Kharadi, Pune or through online meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 06.12.2025
6	Last date and time for Bid submission	Up to 3.00 p.m. on 16.12.2025
7	Address for submission of Bids	State Bank of India, LHO, Maharashtra, Clock Tower, Kharadi, Pune
8	Date and Time of opening of Technical Bids	3.30 p.m. on 16.12.2025 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on

		a subsequent date, which will be intimated to technically qualified bidders	
10	Earnest Money Deposit	Rs.5,00,000/ By way of DD favouring State Bank of India EMD shall be valid up to 180 days from bid submission date. (For full details please refer Point 10 & Point 48)	
11	Bank Guarantee <ul style="list-style-type: none"> <li>• A cluster containing branches up to 25 Branches –</li> <li>• A cluster containing 25 to 50 branches –</li> <li>• A cluster containing more than 50 Branches</li> </ul>	Rs.1,50,000/ Rs.2,00,000/ Rs.2,50,000/	Performance Security in form of BG should be valid for be valid for 36 months with claim period of 3 months after the expiry of the date of PBG from the effective date of the Contract. PBG to be submitted within 30 days of issuance of Purchase Order
12	Contact details	Ms. Indira Kumar-9167995041 <hr/> agmits.lhomah@sbi.co.in <hr/> cmits.lhomah@sbi.co.in	

## 2. INVITATION TO BID:

State Bank of India, ITS Department, Maharashtra LHO invites applications from vendors for maintenance of computer systems comprising of Hardware, Software, Networking items, etc. i.e., Desktops, Printers, Scanners, QMS, IDSS systems and other peripherals, operating System, Domains, etc. at branches/offices of State Bank of India in Maharashtra under Annual Maintenance Contract.

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

### **3. DISCLAIMER:**

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

#### 4. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India LHO Maharashtra.
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement that maybe entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein forming part and parcel of the contract.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.

#### 5. SCOPE OF WORK:

- i. Comprehensive Annual Maintenance Contract (AMC) of Computers Hardware, Software (including Upgradation of Operating System Version, Patches, Anti-Virus, Domain Setting, Biometrics, SBI authorized software etc.), Printers, Scanners, QMS, IDSS Other Peripherals, Video Conference Support, First Level Troubleshooting of LAN etc. installed at various branches / offices (presently 1426\* branches/offices including RBOs, AOs, LHO, DAC, , SBILDs, TFCPC, RACPCs, RSETIs, AMCCs, HLC and RACCs and FSLO(Mumbai)) as on 30.09.2025 – it may or may not undergo a change (depending on

the administrative exigencies at the material time) across State of Maharashtra under 'Maharashtra Circle'. Presently the Circle has seven Modules, cluster details elaborated in APPENDIX – E of this RFP.

ii. During the currency of Annual Maintenance Contract, vendor will maintain the equipment in good working order and for this purpose the vendor will provide preventive maintenance services.

iii. Vendor shall diagnose any faults and failures in the equipment and shall repair and replace worn out/defective parts of the equipment immediately. In case where unserviceable parts of the equipment needs replacement vendor shall replace all such parts, at no extra cost to the Bank with brand new parts or those equivalent to new parts in performance, namely, PRINTER HEADS, LOGIC CARDS, FUSER ASSEMBLY, TEFLON, MYLAR STRIP, SPROCKET, POWER SUPPLY CARDS, PLASTIC PARTS (excluding printer ribbons, toner, magnetic tape reels, cartridges, scanner lamp, LCD panel of TFT, Printers plastic body of all type of printers, physically damaged & burnt by incident of fire). WITH RESPECT TO LINE PRINTERS, PASS BOOK PRINTERS AND DOT MATRIX PRINTERS THAT DEVELOPS FAULT DUE TO ANY REASONS SHALL ALSO BE COVERED UNDER AMC AND REPAIRED/REPLACED FREE OF CHARGE. BY VENDOR OTHER THAN PHYSICALLY DAMAGED & BURNT BY INCIDENT OF FIRE.

iv.

v. The Circle comprises of following seven modules:

Sr./ No.	Module Name	No. of branches
1	Kolhapur	174
2	Pune	163
3	Chhatrapati Sambhaji Nagar	230
4	Nanded	211
5	Nashik	207
6	Amravati	217
7	Nagpur	223
	<b>TOTAL</b>	<b>1425</b>
8	FSLO*	1
	<b>GRAND TOTAL</b>	<b>1426</b>

**\*FSLO Branch is located at Churchgate, Mumbai, but under the purview of Maharashtra Circle for administrative purposes.**

vi. Each cluster will include all the branches/offices as per the list annexed. All branches/offices which are not a part of the AO/FIMM like MCG branches, SBILD, CPCs etc. will fall under the AMC ambit of the respective AO for AMC services, where they are geographically located.

vii.. Hardware includes all Computer hardware including warranty machines, VC, QMS, networking /LAN. The vendor will take the call for warranty items also and resolve the issues pertaining to new hardware. In case part replacement is required, back -to -back support from OEM/hardware vendor will be taken and replacement must be done within 4 working days) Vendor will without fail extend all services available for AMC machines to Warranty machines also.

viii.. Engineers have to provide services regarding support Video Conference meetings at each AO, RBO or any other office of the Bank also in addition to the maintenance of branches/other units under the respective RBO. If required, their services may also be utilized for support and troubleshooting purpose at any other office under AO under whose control the RBO falls.

ix. To provide all necessary service & support including replacement of worn out or defective parts including all plastic parts without any extra charge wherever required for smooth operation of Branches

## 6. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii) Firms/vendors should have their own offices/branches within Maharashtra states in the clusters as detailed at Appendix-E. **Firms/vendors should participate in at least one module including all clusters in that module. No Part Bidding in a module is allowed. However, the Bank's decision regarding allotment of clusters will be final.**
- iii) The vendors should have minimum three years' experience in the maintenance of computer systems and relative field with Financial Institutions/Private Sector Companies/Public Sector Units/MNCs.
- iv) Strong support of technical staff with service network.
- v) The Firm should not have incurred losses during the last 2 financial years.
- vi) The vendors and service manpower personnel should have minimum 3 years' experience in handling Annual Maintenance Contracts (AMC).
- vii) The vendors should have their office at all clusters in the module , for which they are seeking empanelment. They should be willing to relocate as and when required by the Bank due to shifting of office. No sub-contracting of the services are permitted.
- viii) **IMPORTANT:** We wish to reiterate that the Engineers deputed for installations / support shall have the experience/ expertise to (a) install and configure Desktops Laptops, Printers etc. (b) Branch Server and Bancs link/NBC Configuration (c) Installation of Passbook Printer/IOI Printer/TDR printer/Laser printer/DMP & Line



printers and linking in the Bancs link/NBC software, (d) Active Directory Services (e) Anti-virus software (f) GCC/GRC machines installation/configuration (g) Biometric scanner installation and configuration (h) Any type of backup/restore (i) Any other installations, etc., for the said project. As the branches / CPCs are serving Customers directly, any delay due to lack of expertise, late delivery shall be viewed seriously.

## **7. COST OF BID DOCUMENT:**

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

## **8. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:**

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

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

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

## **9. CONTENTS OF BID DOCUMENT:**

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid and no communication will be entertained by the Bank in this regard. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned.
- v. Incomplete information in Bid document may lead to non-consideration of the proposal.

## **10. EARNEST MONEY DEPOSIT (EMD): (Please read in conjunction with Point 48)**

- i. The Bidder shall furnish EMD for Rs. 5,00,000/ ( Five lakhs) toward performance security. EMD shall be valid for 180 days from Bid submission and no interest will be paid thereon.

- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The amount of EMD applicable to this tender is Rs. 5,00,000/- (Rupees Five Lakh only), which is to be provided in the form of a Demand Draft payable to "State Bank of India ,LHO, Maharashtra" payable at Pune. The demand draft should be sent to the address as available in "Contact Details" of the "Schedule of Events" of this document. The EMD shall not be received in any other form.
- iv. Proof of remittance of EMD/Exemption from EMD should be enclosed with the technical bid.
- v. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- vi. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within one month of the Bidder being notified as being unsuccessful.
- vii. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-L&M**

**viii. The EMD may be forfeited:-**

- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
  - (c) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

**11. BID PREPARATION AND SUBMISSION:**

- i. The Bid is to be submitted separately for technical and Price Bid in response to the

**RFP No. SBI/LHO/AMH/2025-26/04 dated 25.11.2025.** Documents mentioned below should be submitted in the Technical Bid :

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- (c) Proof of remittance of EMD as specified in this document.
- (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B**
- (e) Bidder's details as per **Appendix-I** on Bidder's letter head.
- (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
- (g) List of major contracts undertaken during the last three years including the contracts on hand
- (h) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- (i) Copy of Tender document signed by authorized signatory on each page with date and rubber seal of the Co./Firm/Concern.
- (j) List of registered offices and branch offices, with addresses, email address telephone /mobile numbers, and names of key support staff along with mobile number .
- (k) List of all service/support staff, across the state and their district-wise distribution, with contact information .
- (l) Testimonials and details of similar empanelment relationships with major corporates, especially those in the financial sector .

ii. **Indicative Price Bid** for providing of AMC services in response to the **RFP No. SBI/LHO/AMH/2025-26/04** dated **25.11.2025** should contain only indicative Price Bid strictly on the lines of **Appendix-G**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

**iii. Bidders may please note:**

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Technical Bid should be a complete document in a separate sealed envelope superscribed as **TECHNICAL BID**. The prices should be specified in a separate sealed envelope superscribed as Commercial Bid. Separate Price bids

to be submitted for each cluster ( RBO) indication cluster name and all such Price Bids to be placed together in the sealed envelope “**COMMERCIAL BID**” This envelope should contain only Indicative Price bid strictly on the lines of Appendix G. Both these envelopes should be submitted together in one sealed envelope superscribed as “**SBI/ITS/MAH/2025-26/04-AMC SERVICES FOR LHO MAHARASHTRA**” **Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.**

- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
  - (e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
  - (f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
  - (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
  - (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
  - (i) The Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
  - (j) All the enclosures (Bid submission) shall be serially numbered.
  - (k) Bidder(s) should prepare and submit their Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of Bids.
  - (l) The Bank reserves the right to reject Bids not conforming to above.
- iv) Language of Bid: 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. In case of any dispute, English version shall be treated as authenticated and final. In case, English version of any document is not provided by the bidder, his bid may be rejected during evaluation of the Technical bid. Bank will not be responsible for such omission on part of the bidder and no communication will be entertained by the Bank in this regard.

The Bid document should be Completed in accordance with the clauses in the BID and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution or any other document authorizing representative to bid

and make commitments on behalf of the Bidder to be attached). It should be clearly indicated in the bid that the bid is being submitted for a single cluster or more than one cluster with mention of cluster(s)' name. While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section, while other papers like Forms etc. as mentioned above should form the main section and be separate from the section containing literature. Any Technical Proposal (bid) not containing the bidder's information or any deviation/deficiency as prescribed in this RFP document (appearing before or after this paragraph), will be rejected. Bank shall not entertain any communication in this regard and Bank's decision will be final in this regard.

## **12. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted to the designated address by the date and time mentioned in the "Schedule of Events". Bids received after the specified date and time will be outrightly rejected and no communication in this regard will be entertained by the Bank.
- ii. Wherever applicable, the Bidder shall submit the original EMD together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right hand corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Sl No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

## **13. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, procurement portal, is done prior to the deadline prescribed for submission of Bids.

- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

#### **14. PERIOD OF BID VALIDITY**

- i. Bid shall remain valid for duration of 06 calendar months from Bid submission date.
- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

#### **15. BID INTEGRITY:**

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

#### **16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.



- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **17. TECHNICAL EVALUATION:**

- i. Technical evaluation will include technical information submitted as per technical Bid format. Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.



**18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:**

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. The successful Bidder is required to provide price confirmation and price breakup failing which Bank may take appropriate action.
- iii. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
  - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures shall be taken as correct.
  - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

**19. CONTACTING THE BANK:**

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

**20. AWARD CRITERIA AND AWARD OF CONTRACT:**

- i. 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.
- ii. The evaluation of bids/quotes will be identified on the basis of L1, L2 and L3 for each cluster. The allocation will be made by the Bank's usual Price Negotiation Committee procedure in tune with CVC guidelines:
- iii. Cluster-wise lowest (L1) bidder/vendor will be determined on the basis of the lowest quotation for each cluster separately.

iv. **If any of the clusters is having more than one L1 bidder/vendor, the allotment of Cluster to the bidder/vendor will be at the sole discretion of the Bank.** The Bank may give the preference to the company having the existing service strength/setup/Qualification experience of Engineers given in Technical Bid at the Cluster [which are subject to verification by SBI].

v. **If the same bidder / vendor is L1 in one or more clusters and cluster has more than one L1 bidder / vendor, the allotment of Cluster to bidder / vendor will be at the sole discretion of the Bank.** The Bank may give the preference to the vendor having the existing service strength / setup / Qualification - experience of Engineers given in Technical Bid at the Cluster [which are subject to verification by SBI].

vi. It should be clearly indicated in the bid that the bid is being submitted for a single cluster or more than one cluster with mention of cluster(s)' name.

vii. The decision of Bank in allotment of cluster to bidder/vendor will be final and binding on all the participating bidders/vendors and no communication in this regard will be entertained by the Bank.

viii. Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail about acceptance of Bid offer

viii. The notification of award will constitute the formation of the Contract, however, a formal agreement is required to be executed within 30 days from the date of purchase order. The selected Bidder/s should convey their acceptance of the award of contract by return duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

ix. The finalized cluster wise vendor, thus finalized and selected for execution of the AMC, will be required to provide its services to the Bank from the next day of acceptance of the Bank's communication and without waiting for the formal contract to be signed. The contract will be valid for 3 years from the date of contract.

xi. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

xii. The successful Bidder will have to submit Non-disclosure Agreement (Appendix-N) Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in APPENDIX – M of this RFP together with acceptance of all terms and conditions of RFP.

xiii. The successful Bidder shall be required to enter into a Contract with the Bank (Appendix-L-SLA) and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.

xiv. Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder. On awarding Cluster to the vendor, vendor is required to verify and prepare the list of computer system/ Printers etc. with Hardware Serial number by visiting the branches / offices and duly authenticated by the Branch Manager / Office Head before commencement of AMC and submit the same to the respective Authority under cluster to enter into agreement for the computer system.

xv. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and vendor's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

xvi. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract. xix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

## **21. WAIVER OF RIGHTS:**

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

## **22. CONTRACT AMENDMENT:**

No variation in or modification of the terms of the Contract , shall be made, except by written amendment, signed by the parties, i.e., the Bank and the selected vendors.

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

**24. BANK GUARANTEE:**

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

**25. SERVICES:**

- i. Vendor should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Vendor shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes.
- iii. Vendor shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.
- iv. All product updates, upgrades & patches shall be provided by Service Provider free of cost during Contract period.
- v. Vendor shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.
- vi. During the AMC period, Vendor will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the support period, Service Provider shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. Service Provider shall be responsible for all costs relating to

labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.

- vii. During the support period, Vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at locations wherever required, whenever it is essential. In case of failure of product or specified hardware/software, Service Provider shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.
- viii. AMC would be on-site and comprehensive in nature and must have back-to-back support from the OEM. Service Provider shall warrant products against defects arising out of faulty design etc. during the specified support period.
- ix. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
  - (a) Diagnostics for identification of product or specified hardware/software failures
  - (b) Protection of data/ configuration
  - (c) Recovery/ restart facility
  - (d) Backup of product or specified hardware/software / configuration
- x. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- xi. Vendor shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- xii. Vendor support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xiii. Updated escalation matrix shall be made available to the Bank once in each quarter

and each time the matrix gets changed.

xiv. **Support for Warranty Machines :**

Vendor will without fail extend all services available for AMC machines to machines under warranty also. The vendor will be paid a flat rate of **50% of approved L1 rate** till the warranty period of the machine ends and machine becomes part of AMC Hardware. Any part replacement will be facilitated by AMC vendor from OEM/supplier within 4 days of complaint lodged.

xv. **Support for Alternate Channel devices.**

Vendor should extend his support to the hardware of alternate channels (with or without warranty) such as Swayam machine (having Windows OS), CDK, Feedback TAB, Token machine ,VC equipment, Digital Standees, Laptops held with AO/Branch/RBO/LHO. Vendor will provide their services required for NAC compliance i.e., installation / updation AV patches, windows patches, clear pass agent, adding device in ADS. **Bank will offer Rs.500/- per annum for each above alternate channel device. The final decision to avail the above services from selected vendor will decided by each AO separately.**

**26. PENALTIES:**

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

**27. RIGHT TO VERIFICATION:**

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

**28. RIGHT TO AUDIT:**

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than

7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- iv. Service provider shall grant unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

## **29. SUBCONTRACTING:**

As per the terms and conditions of this RFP and the agreement that will be entered into with the successful bidders, Sub-Contracting by vendor is not permitted. The Vendor shall not provide AMC Services through Franchisees/sister concerns/Third party vendors. No sub-contracting of any part of the services by the Vendor shall be allowed. AMC services must be provided through vendor's own engineers and not through any franchisees. Any attempt by the vendor to assign or transfer any of the rights, duties or obligations herein shall render such attempted assignment or transfer null and void. Such attempts by the vendor will make him liable for disqualification in further AMC arrangements and will be treated as breach of terms and conditions of this RFP.

## **30. VALIDITY OF AGREEMENT:**

- i. The Agreement/ SLA that will be entered into with the successful bidders will be valid for the period of 3 (three) year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.



ii. If the working of the AMC vendor is found satisfactory, the contracts may be renewed/extended annually up to two (2) years with the same vendor at the same rate and same terms and conditions. The annual renewal will not take place if notice in writing or intention not to renew the agreement is given by either party to the other at least three calendar months in advance. The agreement period will not be more than 3 (three) years in any condition.

### **31. LIMITATION OF LIABILITY:**

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

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

**“Willful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life,



personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **32. CONFIDENTIALITY:**

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of draft Service Level Agreement placed as Appendix to this RFP that shall be executed by the successful vendor.

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

- i. Services shall be made by Service Provider (Successful Bidder/s) within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

### **34. VENDOR'S OBLIGATIONS:**

- i. 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.
- ii. Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or

obligated.

- iv. Vendor is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- v. Vendor shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-N**
- vi. of this RFP.
- vii. Vendor shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- viii. Vendor agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

Vendor agrees to comply with the guidelines contained in the Bank's IT Outsourcing Policy / IT Procurement Policy or any other relevant policy (ies) of the Bank, including any amendment thereto, along with compliance to all the Laws of Land and Statutory/Regulatory rules and regulations in force or as and when enacted during the validity period of the contract.

### **35. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP/Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider

shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

- iii. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- iv. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

### **36. LIQUIDATED DAMAGES:**

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

### **37. CONFLICT OF INTEREST:**

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
  - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - (b) a constituent of such Bidder is also a constituent of another Bidder; or

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

### **38. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity

with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades

of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

**(a) Debarment from participation including removal from empaneled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 39 " *CODE OF INTEGRITY AND DEBARMENT/BANNING* " sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review process.
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is hired;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or



- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

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

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

**39. TERMINATION FOR DEFAULT:**

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

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

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information



to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

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

#### **40. FORCE MAJEURE:**

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

Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

#### **41. TERMINATION FOR INSOLVENCY:**

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

#### **42. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

#### **43. DISPUTES RESOLUTION:**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Maharashtra only.

The Civil Courts in Maharashtra shall have exclusive jurisdiction in this regard.

- ii. Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

#### **44. GOVERNING LANGUAGE:**

The governing language shall be English.

#### **45. APPLICABLE LAW:**

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

#### **46. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted..
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same.
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):

- (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
- (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
- (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.

vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

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

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

#### **48. COMPLIANCE WITH STATUTORY OBLIGATIONS**

The vendor is solely responsible for adhering to all applicable labour laws, including the Minimum Wages Act 1948, Payment of Wages Act, ESI Act, EPF Act and payment of Bonus Act. Wages must be paid directly into the employees' bank account. The vendor should submit documentary proof of timely wage distribution to their workmen, alongwith EPF and ESI contributions, when called upon by the Bank.

#### **49. EXEMPTION OF EMD**

Micro & Small Enterprises (MSE) units and Start-ups\* are exempted from payment of EMD provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

##### **Bidders may please note:**

- i. Valid NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. \*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

#### **50.NOTICES:**

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

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below:

For Vendor M/s  
Signature  
Name Signed  
Seal

### **Part-II**

### **APPENDIX A TO L**

**Appendix –A**

**BID FORM (TECHNICAL BID)**

[On Company's letter head]  
(To be included in Technical Bid)

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

To:

< Address of tendering office >

Dear Sir,

**Ref: RFP No. SBI:xx:xxdated dd/mm/yyyy**

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the technical and commercial Bid, on or before the date advised to us. We confirm that all the terms & conditions mentioned in the RFP Document are acceptable to us

i. While submitting this Bid, we certify that:

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

- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-L** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not



- under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xii. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xiii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiv. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvi. **“We undertake that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security bank guarantee before the deadline defined in the RFP, we will be debarred from being eligible to submit bids for future contracts with the Bank.”**
- xvii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 20..

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

**APPENDIX - B BIDDER'S ELIGIBILITY CRITERIA**

| <b>S.N</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                                            |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Vendor should have a minimum experience of 3 financial years in providing AMC in Banking & Financial Services Sector excluding Insurance Sector                                                                                                                                                                                                                                                                                                                                                                                          |                            | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                                                    |
| 2          | Vendors should have a minimum turnover of Rs. 15 Crores in providing AMC services for computer Hardware, Software, LAN Network and other peripherals and their maintenance for any one of the last 3 financial years (e.g., 2022-23, 2023-24 and 2024-25). In addition to the above, a bidder, with a minimum turnover of Rs 7.5 Crores in Banking & Financial Services Sector excluding Insurance Sector, through AMC Services in any of the two financial years as mentioned above, will only be eligible to submit the Technical Bid. |                            | Copy of the audited financial statement for required financial years. (If the balance sheet for 2024-25 is not audited, provisional balance sheet certified by the Chartered Accountant, may be submitted.) |
| 3          | Vendor should have permanent office in Maharashtra and offices in the location where he chooses to provide service                                                                                                                                                                                                                                                                                                                                                                                                                       |                            | Copy of Shop Act Establishment license along with location and contact details of the said service center / office to be enclosed in this regard.                                                           |
| 4          | Vendor company/firm should be registered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | Certificate of Incorporation issued by Registrar of Companies and                                                                                                                                           |

|   |                                                                                                                                                                                                                                                                             |  |                                                                    |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------|
|   |                                                                                                                                                                                                                                                                             |  | full address of the registered.                                    |
| 5 | Vendor should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP |  | Bidder should specifically certify in APPENDIX - A in this regard. |

**Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.**

**Signature of authorised signatory**

**Name of authorised signatory**

**Date**

**Seal of Company**

## Appendix-C

**VENDOR EVALUATION CRITERIA**

| S.N. | Item                                                                                                                                                                                                                                                       | Score         | Minimum Score | Maximum Score |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|---------------|
| 1.   | Year of commencement of business<br>(Provide supporting documents) Up to 3 years<br>> 3 and up to 5 years<br>>5 years                                                                                                                                      | 5<br>10<br>15 | 5             | 15            |
| 2    | Net Profit as per audited balance sheet for 2022-23,2023-24 and audited/provisional balance sheet for 2024-25 and Profit & Loss.<br><br>Net profit in any one of the last three financial years<br>Net profit in any two of the last three financial years | 5<br>10       | 5             | 10            |
| 3    | ISO accreditation (Provide supporting documents)<br>Accreditation in the last FY.<br>1 or more accreditations with at least one in the last FY                                                                                                             | 3<br>5        | -             | 5             |
| 4    | Geographical presence(Provide supporting documents)<br><br>In one module<br>In two modules<br>In entire Circle                                                                                                                                             | 5<br>10<br>15 | 5             | 15            |
|      | Technical support (Technicians / Engineers supported by disclosures made to statutory authorities)<br>up to 100 Engineers<br>Above 100 Engineers                                                                                                           | 5<br>10       | 5             | 10            |
|      | Major AMCs taken up during the last 3 years (Original agreement                                                                                                                                                                                            |               |               |               |

|  |                                                              |    |    |    |
|--|--------------------------------------------------------------|----|----|----|
|  | forms to be produced at the time of technical bid opening)   |    | 10 | 15 |
|  | With Bank/Stock Exchange listed Companies (Min. 50 branches) | 10 |    |    |
|  | With SBI                                                     | 15 |    |    |
|  | AMC turnover 15 crore and below                              | 5  |    |    |
|  | 25 crores                                                    |    | 5  | 10 |
|  | AMC turnover more than 25 crore                              | 10 |    |    |
|  | Existing satisfactory AMC relationship with SBI              |    | 10 | 15 |
|  | For upto 3 years                                             | 10 |    |    |
|  | For more than 3 years                                        | 15 |    |    |
|  | Quote for additional Engineer                                |    | -  | 5  |

**Signature of authorized signatory:**

**Name of authorized signatory:**

**Date:**

**Seal of Company**

**APPENDIX – D**

**PRE-BID QUERY FORMAT**  
**(To be provide strictly in Excel format)**

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

**Name & Signature of authorised signatory**

**Seal of Company**

**APPENDIX E****CLUSTER DETAILS**

| Sr. No. | Module Name                | No. of Branches |
|---------|----------------------------|-----------------|
| 1       | Kolhapur                   | 174             |
| 2       | Pune                       | 163             |
| 3       | Chhatrapati Sambhaji Nagar | 230             |
| 4       | Nanded                     | 211             |
| 5       | Nashik                     | 207             |
| 6       | Amravati                   | 217             |
| 7       | Nagpur                     | 223             |
|         | <b>TOTAL</b>               | <b>1425</b>     |
| 8       | FSLO*                      | 1               |
|         | <b>GRAND TOTAL</b>         | <b>1426</b>     |

**\*FSLO Branch is located at Churchgate, Mumbai, but under the purview of Maharashtra Circle for administrative purposes.**

Location of RBOs under Administrative Office (Location and number of RBOs may undergo a change later as per Bank's requirements)

| Sl No | Name of AO                 | Number of RBOs | Names of RBO                                         |
|-------|----------------------------|----------------|------------------------------------------------------|
| 1     | Kolhapur                   | 4              | Kolhapur, Stara, Solapur, Sangli                     |
| 2     | Pune                       | 3              | Pune East, Pune West, Pune Rural                     |
| 3     | Chhatrapati Sambhaji Nagar | 5              | CSN, Ahilyanagar, Jalna, Beed, Shirdi                |
| 4     | Nanded                     | 4              | Nanded, Latur, Parbhani, Dharashiv                   |
| 5     | Nashik                     | 4              | Nashik, Nashik Rural, Dhule, Jalgaon                 |
| 6     | Amravati                   | 4              | Amravati, Akola, Buldhana, Yavatmal                  |
| 7     | Nagpur                     | 5              | Nagpur East, Nagpur West, Wardha, Chandrapur, Gondia |
|       | FSLO                       | 1              | FSLO, Churchgate, Mumbai                             |

### **Team of Engineers per cluster**

Minimum one Service Engineer will be provided per 100 desktops . One Field engineer in each cluster must be stationed in a branch and operate from there. The location (branch/office) will be decided by the cluster in charge. The requirement of cluster engineers mentioned in “Appendix H” is minimum and may increase as per actual requirement of the cluster.

### **Resident engineers**

| Sr. No. | Office                 | No. of offices        | No. of Resident Engineers |
|---------|------------------------|-----------------------|---------------------------|
| 1       | LHO, Kharadi, Pune     | 1 (including AO Pune) | 8                         |
| 2       | Administrative offices | 6                     | 12 (2 per AO)             |
| 3       | RBOs                   | 29                    | 29 (1 per RBO)            |

**Location of stationing of Resident Engineers will be decided in consultation with concerned Administrative Office/RBO/CM IT.**

Engineers have to provide services for support of Video Conferencing Unit at each AO, RBO or any other office of the Bank also in addition to the maintenance of branches/other units under the respective RBO. If required, their services may also be utilized for support and troubleshooting purpose at any other office under AO under whose control the RBO falls.

Reporting authority for field Engineers will be respective RBO/AO.

Out of above mentioned 1426 branches , 37 are Direct control specialised branches which may require separate resident Engineer, as per decision of the respective AO/RBO.

**Quotation for cost of additional Engineer if required in any office should be attached as part of Bid document.**

Resident Engineers will be stationed at large branches/Offices/AOs/RBOs having critical and priority work. One Field engineer of a cluster may also be stationed at a designated branch/RBO and operate from there.

**In case of Local Head Office, Kharadi Pune (which includes AO Pune),the vendor shall arrange for eight resident engineers including one team leader, as per qualification/experience applicable. Two Engineers at least should be able to give operational support for:**

- a. iPads and Laptops officially provided to DGMs , GMs & CGM and other staff at LHO.**
- b. Support for Tablets / Smart Phones of DGMs , GMs & CGM only posted at LHO / ZOCC.**



SBILDs/CC establishments will be managed by AMC Vendors of respective geographical Locations. The services of engineers deployed at LHO, Maharashtra may be utilized for local Pune branches/offices also, if the situation demands so.

The number of engineers so calculated as above is minimum and the pool of engineer for a cluster may need to be enhanced for uninterrupted services of the Bank, as the case may be as the uninterrupted service is a pre-requisite. The percentage of number of engineers additionally required to be put in place may be between 15% to 20% of the current strength.

**The team of engineers should be dedicated for SBI use only** and shall report to and operate from a designated SBI branch/office only. Suitable relief arrangement, if any, viz. engineer goes on leave etc., should be made. At any point of time, Number of available Engineers should not be less than assigned strength and the uninterrupted service is ensured at all the times.

**Signature of Authorized Signatory:**

**Name of Authorized Signatory:**

**Date:**

**Seal of Company**

**APPENDIX F****MINIMUM AMC RATES**

| <b>Sr. No</b> | <b>Item Description</b>                  | <b>Minimum AMC Price per unit</b> |
|---------------|------------------------------------------|-----------------------------------|
| 1             | Desktops                                 | 3,300.00                          |
| 2             | High End Desktops                        | 4,500.00                          |
| 3             | All in one PC                            | 6,000.00                          |
| 5             | Line Matrix Printer                      | 15,000.00                         |
| 6             | Passbook Printer                         | 1,800.00                          |
| 7             | Multifunction Laser jet Printer (Mono)   | 2,400.00                          |
| 8             | Multifunction Laser jet Printer (Colour) | 3,000.00                          |
| 9             | IOI Printer                              | 900.00                            |
| 10            | Laser Printer (All models)               | 1,500.00                          |
| 11            | Flat Bed Scanner                         | 1,200.00                          |
| 12            | Ink Tank Printer (Mono)                  | 900.00                            |
| 13            | Ink Tank Printer (Colour)                | 1,500.00                          |
| 14            | CKYC Scanner (3000 S3)                   | 1,800.00                          |
| 15            | CKYC Scanner (5000 S4)                   | 3,000.00                          |

**For QMS/IDSS desktop rates will apply.**

**Bidders are advised not to quote rates below the minimum rates as specified above**

**APPENDIX-G**

**PRICE BID to be submitted by empaneled vendor each Module separately in the following format. (Read Notes given below before filling up the bid)**

|               | <b>Module Name:</b>                      | <b>Cluster Name :</b>     |
|---------------|------------------------------------------|---------------------------|
| <b>Sr. No</b> | <b>Item Description</b>                  | <b>AMC Price per unit</b> |
| 1             | Desktops                                 |                           |
|               |                                          |                           |
| 2             | High End Desktops                        |                           |
|               |                                          |                           |
| 3             | All in one PC                            |                           |
|               |                                          |                           |
| 5             | Line Matrix Printer                      |                           |
|               |                                          |                           |
| 6             | Passbook Printer                         |                           |
|               |                                          |                           |
| 7             | Multifunction Laser jet Printer (Mono)   |                           |
|               |                                          |                           |
| 8             | Multifunction Laser jet Printer (Colour) |                           |
|               |                                          |                           |
| 9             | IOI Printer                              |                           |
|               |                                          |                           |
| 10            | Laser Printer (All models)               |                           |
|               |                                          |                           |
| 11            | Flat Bed Scanner                         |                           |
|               |                                          |                           |
| 12            | Ink Tank Printer (Mono)                  |                           |
|               |                                          |                           |
| 13            | Ink Tank Printer (Colour)                |                           |
|               |                                          |                           |
| 14            | CKYC Scanner (3000 S3)                   |                           |
|               |                                          |                           |
| 15            | CKYC Scanner (5000 S4)                   |                           |

**Note :** 1. Font Size should be Arial 14 and figures should be bold. 2. In case of quotes above 2 decimals, the rate will be truncated without rounding off up to 2 decimals only. 3. In case of quotes below stipulated rate, the bid for that cluster will be rejected

**APPENDIX H****Approximate Hardware Details Cluster wise across Maharashtra Circle**

| CLUSTER NAME             | BRANCHES/OFFICES | PCS         | NO OF FIELD ENGINEERS | NO OF RESIDENT ENGINEERS |
|--------------------------|------------------|-------------|-----------------------|--------------------------|
| <b>LHO &amp; AO PUNE</b> | 1                | 546         | -                     | 8                        |
| <b>TOTAL</b>             | <b>1</b>         |             |                       |                          |
| <b>AURANGABAD</b>        |                  |             |                       |                          |
| CSN                      | 52               | 573         | 6                     | 1                        |
| JALNA                    | 48               | 466         | 5                     | 1                        |
| BEED                     | 55               | 570         | 6                     | 1                        |
| AHILYANAGAR              | 34               | 310         | 4                     | 1                        |
| SHIRDI                   | 35               | 313         | 4                     | 1                        |
| DCB & SBILD              | 5                | 327         | 4                     | 1                        |
| <b>TOTAL</b>             | <b>229</b>       | <b>2559</b> | <b>29</b>             | <b>6</b>                 |
| <b>NANDED</b>            |                  |             |                       |                          |
| NANDED                   | 59               | 519         | 6                     | 1                        |
| PARBHANI                 | 57               | 566         | 6                     | 1                        |
| LATUR                    | 48               | 423         | 5                     | 1                        |
| DHARASHIV                | 44               | 386         | 4                     | 1                        |
| DCB                      | 3                | 146         | 2                     | 1                        |
| <b>TOTAL</b>             | <b>211</b>       | <b>1985</b> | <b>22</b>             | <b>5</b>                 |
| <b>NAGPUR</b>            |                  |             |                       |                          |
| NAGPUR EAST              | 38               | 655         | 7                     | 1                        |
| NAGPUR WEST              | 35               | 527         | 6                     | 1                        |
| WARDHA                   | 45               | 420         | 5                     | 1                        |
| CHANDRAPUR               | 55               | 637         | 7                     | 1                        |
| GONDIA                   | 43               | 456         | 5                     | 1                        |
| DCB                      | 7                | 351         | 4                     | 1                        |
| <b>TOTAL</b>             | <b>223</b>       | <b>3046</b> | <b>34</b>             | <b>6</b>                 |
| <b>AMRAVATI</b>          |                  |             |                       |                          |
| AMRAVATI                 | 56               | 594         | 6                     | 1                        |
| AKOLA                    | 51               | 540         | 6                     | 1                        |
| BULDHANA                 | 57               | 564         | 6                     | 1                        |
| YAVATMAL                 | 49               | 434         | 5                     | 1                        |
| DCB                      | 3                | 522         | 6                     | 1                        |
| <b>TOTAL</b>             | <b>216</b>       | <b>2281</b> | <b>29</b>             | <b>5</b>                 |

**APPENDIX H**

Continued...

| CLUSTER NAME    | BRANCHES/OF FICES | PCS         | NO OF FIELD ENGINEERS | NO OF RESIDENT ENGINEERS |
|-----------------|-------------------|-------------|-----------------------|--------------------------|
| <b>PUNE I</b>   |                   |             |                       |                          |
| PUNE EAST       | 49                | 489         | 5                     | 1                        |
| PUNE WEST       | 48                | 639         | 7                     | 1                        |
| PUNE RURAL      | 50                | 580         | 6                     | 1                        |
| DCB             | 13                | 596         | 6                     | 1                        |
| <b>TOTAL</b>    | <b>161</b>        | <b>2304</b> | <b>24</b>             | <b>4</b>                 |
|                 |                   |             |                       |                          |
| <b>KOLHAPUR</b> |                   |             |                       |                          |
| KOLHAPUR        | 43                | 502         | 6                     | 2                        |
| SANGLI          | 33                | 356         | 4                     | 1                        |
| SATARA          | 42                | 460         | 5                     | 1                        |
| SOLAPUR         | 51                | 478         | 5                     | 1                        |
| <b>TOTAL</b>    | <b>174</b>        | <b>1796</b> | <b>20</b>             | <b>5</b>                 |
|                 |                   |             |                       |                          |
| <b>NASIK</b>    |                   |             |                       |                          |
| NASIK CITY      | 40                | 471         | 5                     | 1                        |
| NASIK RURAL     | 54                | 492         | 5                     | 1                        |
| DHULE           | 48                | 455         | 5                     | 1                        |
| JALGAON         | 62                | 537         | 6                     | 1                        |
| DCB             | 3                 | 239         | 3                     | 1                        |
| <b>TOTAL</b>    | <b>207</b>        | <b>2194</b> | <b>24</b>             | <b>5</b>                 |
|                 |                   |             |                       |                          |

**Note :** Hardware details as indicated above are approximate and tentative .However best efforts have been made to gather data across the circle.

**Final placement of the Engineers will be as per the need and decision of LHOs/AOs/RBOs as per administrative and geographical convenience.**

|           | MODULE NAME                                 |      | Nan<br>ded | Nag<br>pur | Amr  | Pune | Kol  | Nas  | LHO |
|-----------|---------------------------------------------|------|------------|------------|------|------|------|------|-----|
| Sr.<br>No | Item Description                            |      |            |            |      |      |      |      |     |
| 1         | Desktops                                    | 2559 | 1985       | 3046       | 2281 | 2304 | 1796 | 2194 | 405 |
| 2         | High End Desktops                           | -    | -          | -          | -    | -    | -    | -    | 8   |
| 3         | All in one PC                               | -    | -          | 2          | 2    | 9    | -    | 12   | 15  |
| 5         | Line Matrix Printer                         | -    | 1          | 2          | 1    | 3    | -    | 18   | -   |
| 6         | Passbook Printer                            | 219  | 223        | 197        | 165  | 180  | 173  | 173  | -   |
| 7         | Multifunction Laser jet<br>Printer (Mono)   | 324  | 569        | 296        | 491  | 814  | 757  | 308  | 273 |
| 8         | Multifunction Laser jet<br>Printer (Colour) | -    | 5          | 16         | 20   | 5    | -    | 16   | 17  |
| 9         | IOI Printer                                 | 50   | 23         | 69         | 34   | 13   | 48   | 40   | -   |
| 10        | Laser Printer (All<br>models)               | 824  | 401        | 530        | 545  | 293  | -    | 694  | 45  |
| 11        | Flat Bed Scanner                            | -    | 6          | 1          | 123  | -    | -    | 4    | -   |
| 12        | Ink Tank Printer<br>(Mono)                  | -    | -          | -          | -    | -    | -    | -    | -   |
| 13        | Ink Tank Printer<br>(Colour)                | -    | -          | -          | -    | -    | -    | -    | -   |
| 14        | CKYC Scanner (3000<br>S3)                   | 328  | 223        | 264        | 212  | 346  | 238  | 264  | -   |
| 15        | CKYC Scanner (5000<br>S4)                   | -    | 11         | 14         | 40   | 6    | -    | -    | -   |



**Bidder Details**

## Details of the Bidder

|    | Particulars                                                                                                                                                                             | Details |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. | Name                                                                                                                                                                                    |         |
| 2. | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3. | Certificate of incorporation                                                                                                                                                            |         |
| 4. | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5. | Company website URL                                                                                                                                                                     |         |
| 6. | Company Pan Number                                                                                                                                                                      |         |
| 7. | Company GSTIN Number                                                                                                                                                                    |         |
| 8. | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |

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



**APPENDIX J****LIST OF ENGINEERS AT IDENTIFIED LOCATIONS:****VENDOR NAME:****CLUSTER NAME:**

| Sr. No. | Location | Name of Engineer | Mobile No. | Role | Qualification | Experience |
|---------|----------|------------------|------------|------|---------------|------------|
|         |          |                  |            |      |               |            |
|         |          |                  |            |      |               |            |

NB: Qualification/Experience/Mobile Numbers are subject to verification. Provide details of all Engineers as per above format along with testimonials evidencing the experience and B.E. / B. Tech / BCA / BSc (IT) /Diploma in CS/IT or equivalent degree from a reputed university.

All the engineers possess the essential qualification and experience for maintaining and upkeep the computer hardware

**Signature of Authorised Signatory :****Name of Authorised Signatory :****Date:****Seal of Company :**

**APPENDIX -K****Scope of work & Penalties**

1. **On-site comprehensive AMC:** AMC would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will provide support for operating systems and other preinstalled software components during AMC period of the hardware on which these software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
2. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - (a) Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
  - (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises.
  - (c) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 4 hours of being informed of the same. In any case the equipment should be made workable and available not later than the next working day of the Bank.
    - i. A minimum uptime of 99% for items viz. Servers, Line/Passbook/Draft Printers should be maintained for other items like CBS nodes, other Printers etc. a lower percentage of 95% should be maintained. The total downtime at a branch will be calculated as the period an item was not working vis-à-vis the total hours the

branch/office is functioning over a full quarter. Inability to service hardware due to obsolescence will not be acceptable. Please note that if down time of critical items like Servers/Line Printer/Draft Printers are more than 4 hours at any day the penalty would be imposed even if the uptime for the Branch is 99% or above.

ii. THE VENDOR shall ensure that the full configuration of the EQUIPMENT is available to SBI in proper working condition for 99% in the case of Servers / Line / Laser/ Draft / TDR / Pass Book Printers 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. DOWN TIME: is the aggregate time lost due to Equipment malfunction and remedial maintenance during the quarter. Down time (beyond the levels) defined because of delayed sourcing of spares and/or lapses will attract penalties. All type of servers nodes, PCs, Printers and all other equipment under AMC : For purpose of calculating penalty, uptime is calculated as under: 
$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$
 Total hours during the month = No. of working days x \_\_\_\_ hours

iii. The undernoted penalties are prescribed for various non- performance/deviation:

(d) Penalties for SLA uptime shall be as under;

| Sr. No. | PERIOD FOR DELAY                          | Amount in Rupees |
|---------|-------------------------------------------|------------------|
| 1.      | Up to 4 hours                             | Nil              |
| 2.      | More than 4 hours and less than 8 hours   | 200              |
| 3.      | Thereafter penalty up to 3 days (per day) | 1000             |
|         | Penalty beyond 3 days (per day)           | 2000             |

For any other deviations of terms & conditions not included above:

Rs. 2,000/- per instance

Rs. 5,000/- if the same instance is repeated

(e) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, during Contract period, not more than four occasions in preceding 90 days, it shall be

replaced by equivalent/ superior new equipment or part thereof by Vendor immediately at free of cost during AMC period.

- (f) **Preventive maintenance:** THE VENDOR shall carryout Preventive Maintenance of hardware (including but not limited to inspection, testing, satisfactory conduct of all diagnostics, replacement of unserviceable parts, cleaning and removal of dust and dirt from the interior of the equipment) and necessary repairing of the equipment at every quarter during currency of this Agreement. THE VENDOR shall submit a report for every Branch/ Office duly authenticated by Office Head along with Quarterly Bills. The Branch Manager's report of preventive maintenance is to be sent to respective RBO evidencing it. In the event of failure on the part of VENDOR to undertake Preventive Maintenance once in Quarter, a penalty of 10% of AMC Cost will be deducted from relative Invoice at the discretion of SBI. The total penalty will be capped at 20% of total quarterly AMC. It should be clearly understood that while cap of 20% is levied for the purpose of imposing penalty, the overall penalty exceeding the limit can necessitate removal of the vendor from the cluster where services are found deficient at the end of that quarter.
- (g) All engineering changes generally adopted hereafter by Vendor for equipment similar to that covered by the Contract, shall be made to the equipment at no cost to the Bank.
- (h) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- (i) The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and /of malfunction of the equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- (j) **Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.**
3. Any worn or defective parts withdrawn from the equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.

4. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
5. If Bank desires to shift the equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
6. The Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this RFP.
7. If, in any month, Vendor does not fulfill the provisions of clauses 2 (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract. In such event Vendor was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.
8. Future additions of Hardware / Software:
  - (a) The Bank would have the right to:
    - i. Shift supplied systems to an alternative site of its choice.
    - ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
    - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

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

- (b) AMC warranty terms would not be considered as violated if any of 8(a) above takes place. Should there be a fault in the operations of the system, Vendor, would not unreasonably assume that the causes lie with those components/software not acquired from them.

**APPENDIX-L**

**Draft Format/Sample of SERVICE LEVEL AGREEMENT to be entered into with the successful vendor**

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

**BETWEEN**

**STATE BANK OF INDIA, ITS DEPARTMENT, LOCAL HEAD OFFICE, MAHARASHTRA**

**AND**

**(SUCCESSFUL VENDOR)**

**DATE OF COMMENCEMENT :**

**DATE OF EXPIRY :**

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This agreement (“Agreement”) is made at (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 between STATE BANK OF INDIA incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and one of its Local Head Office at Kharadi Pune through its Assistant General Manager (ITS), ITS Department, Local Head Office, Maharashtra whereinafter referred to as “SBI” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part.

AND

M/s \_\_\_\_\_ (name of vendor) incorporated under the companies Act 1956/2013 and having its registered office at

\_\_\_\_\_ (address of registered office) hereinafter referred to as “Company/ Vendor”, which expression shall mean to include its successors in title and permitted assigns of the Second Part.

WHEREAS

(i) THE COMPANY has agreed and SBI has agreed to accept from THE COMPANY COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR THE COMPUTER HARDWARE AND PERIPHERALS installed in Branches / Offices / establishments etc. of SBI falling under geographical area of \_\_\_\_\_ <name of cluster> Administrative Office to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part and parcel of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:

#### **1. DEFINITION:**

1.1.1 ‘The Bank’ shall mean the State Bank of India including branches, Regional Business Offices (RBO) Administrative Offices (AO), Local Head Offices (LHO) and other establishments geographical situated under Maharashtra Circle across State of Maharashtra.

1.1.2 Project Site including various branches/RBOs/AOs/LHO/other offices like CAO, DAC, SBILDS, TFCPC, RACPCs, RSETIs, AMCCs, HLC and RACCs) geographical situated under Maharashtra Circle. And FSLO (located at Churchgate, Mumbai)

1.1.3 “Request for Proposal (RFP)” shall mean RFP NO.



dated along with its clarifications/ corrigenda issued by the Bank time to time.

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

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

1.1.6 “The Services” means maintenance of computer hardware, software, printers, biometric and other peripheral as described under Clause 5 of the Contract.

1.1.7 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

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

1.1.9 “Comprehensive AMC” means comprising of Repair, Maintenance, Preventive maintenance and replacement of parts of the computer system or replacement of full computer system without any cost to the Bank.

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

## 1.2 COMMENCEMENT:

This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (Effective Date). This Agreement shall be in force for a period of 36 months from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of annually up to two (2) years on the same terms & conditions. The agreement period will not be more than 3 (three) years in any condition. However, renewal will not take place if notice in writing or intention not to renew this agreement is given by SBI to The Company at least one calendar month in advance at the address of the latter mentioned above.

## 2. SCOPE OF WORK

2.1 Comprehensive Annual Maintenance Contract (AMC) of Computers Hardware, Software (including Upgradation of Operating System Version, Patches, Anti-Virus, Domain Setting, Biometrics, SBI authorized software etc.), Printers, Other Peripherals, Video Conference Support, First Level Troubleshooting of LAN etc. installed at various

branches / offices (presently 1426\* branches/offices including RBOs, AOs, LHO, DAC, , SBILDS, TFCPC, RACPCs, RSETIs, AMCCs, HLC and RACCs) as on 01.04.2025 – it may or may not undergo a change (depending on the administrative exigencies at the material time) across State of Maharashtra under Maharashtra Circle’. Presently the Circle has seven clusters, cluster details elaborated in APPENDIX – F of RFP dated

2.2 During the currency of Annual Maintenance Contract, vendor will maintain the equipment in good working order and for this purpose the vendor will provide the following repair and maintenance services.

2.3 Vendor shall diagnose any faults and failures in the equipment and shall repair and replace worn out/defective parts of the equipment immediately. In case where unserviceable parts of the equipment needs replacement vendor shall replace all such parts, at no extra cost to the Bank with brand new parts or those equivalent to new parts in performance, namely, PRINTER HEADS, LOGIC CARDS, FUSER ASSEMBLY, TEFLON, MYLAR STRIP, SPROCKET, POWER SUPPLY CARDS, PLASTIC PARTS (excluding printer ribbons, toner, magnetic tape reels, cartridges, scanner lamp, LCD panel of TFT, Printers plastic body of all type of printers, physically damaged & burnt by incident of fire). WITH RESPECT TO LINE PRINTERS, PASS BOOK PRINTERS AND DOT MATRIX PRINTERS THAT DEVELOPS FAULT DUE TO ANY REASONS SHALL ALSO BE COVERED UNDER AMC AND REPAIRED/REPLACED FREE OF CHARGE. SIMILARLY, DAT DRIVE SHALL ALSO BE COVERED UNDER AMC AND REPAIRED / REPLACED FREE OF CHARGE BY VENDOR OR OTHER THAN PHYSICALLY DAMAGED & BURNT BY INCIDENT OF FIRE. Please ensure that CD drives of all Servers are in working condition.

2.4 That these are only broad categories of hardware/software items, there may be some items/models/makes, which are not listed here. The minimum rates of AMC are provided in **APPENDIX F** of this RFP.

### **3. FEES /COMPENSATION**

3.1 Vendor shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by vendor in respect of this Agreement.

3.2 All duties and taxes shall be borne by Vendor and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by vendor.

3.3 Vendor shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

#### **4. TERMS & CONDITIONS:**

4.1 This agreement is effective from \_\_/\_\_/2025 <date> for a period of three years from the said date at AMC rates finalized per annum of the cost of hardware installed at Branches / Offices/ establishment falling under the geographical area of Administrative Office, <name of <cluster>

4.2 The hardware installed at all our branches/offices/SBILDs etc. will have to be taken up for covering under AMC on AS-IS-WHERE-IS basis.

4.3 At any point of time the services of L-1 vendor found to be unsatisfactory the L1 vendor will be replaced by the L-2 or any other vendor who matches the price after notice of one month.

4.4 All the spares/parts of various Printers/Machines except cartridges and ribbons, will form an integral part of comprehensive annual maintenance contract. The cost of spares/items covered under AMC will be paid only in case of physical damage/burnt due to fire/ sudden electrical surge/ short circuit damaging the hardware at the Branch/ office on production of sufficient proof.

4.5 On completion of the warranty period of hardware or on expiry of an existing AMC contract of a branch, the AMC would automatically pass on to the vendor selected for that cluster.

4.6 The hardware inventory Branch/Location-wise, which comprises of all hardware and peripherals (both in and out of warranty) i.e., PC/Printer/Scanners/ Biometric Devices/ QMS/IDSS etc. will be prepared within thirty days by AMC Vendor after commencement of AMC, duly authenticated by Branch Manager/ Office Head and should be submitted to the Bill paying authority.

4.7 Cluster wise AMC charges will be valid for a period of entire AMC period .The Bank will not entertain any claim whatsoever for any extras.

4.8 The vendor shall be required to co-operate and work in coordination with other agencies/specialists and afford reasonable facilities for such other agencies/specialists as are/may be employed by the Bank on other works/sub-works in connection with the project for which the hardware is presently in use.

4.9 Full time experienced and fully trained Engineers capable of locating and rectifying the hardware and software fault will have to be posted by the vendor at each center as per need of IT Section, Zonal Office, within each cluster. Resident engineer on center-proximity basis or attached to other non SBI establishments is not acceptable. Suitable relief arrangement of similar nature will have to be made for exigencies. The Resident Engineer will have to be available during the working hours of the Branch functioning and/or on Holidays if need arises. These engineers should be exclusively dedicated for SBI use only and should report to and operate from the designated SBI branch/office only. The branch/office from where each engineer will operate will be finalized by LHO/AO/RBO. IT Section, keeping in view the number of branches and their geographical location within a cluster. No deviation or concessions will be permissible in this regard.

4.10 Call reports will have to be prepared by the engineers on each visit to branches/offices. This report should be signed by the Engineer & Branch Manager/ Department Head. A copy should be submitted to the branch/ Office and the original report shall be submitted to invoice paying authority after completing the job for the purpose of evaluation and calculating down time.

4.11 Though the AMC is meant for providing services during the normal functioning of branches, at times we may require services of Engineers for effective maintenance beyond working hours also. As a measure of preventive maintenance, engineers would be required to visit each site at least once in a month and certify that each item of hardware is fully functional.

4.12 The vendors will have to maintain a stock of spare parts at major centers and at the headquarter of the cluster maintained by them. The AMC vendor will ensure that the original part must be substituted with a similar spare part for smooth functioning of the branch/office before taking away the original part for repair/replacement.

**The minimum quantum of spares required for this purpose are as under.**

- a. HDD/SSD , SCSI controllers, SMPS 1 for every 10 branches
- b. Monitors, VGS cards, Add on VGA cards 1 for every 5 branches
- c. NIC cards, keyboards, Mouse 1 for 10 nodes
- d. Motherboards (Servers/ CBS Nodes/ PCs) 1 for 50 nodes
- e. Print head of all printers and hammer module 1 for every 10 branches
- f. RAM chips In sufficient quantities
- g. Layer-2/Layer-3 1 for 20 switches
- h. Fuser assembly 1 for 50 printers

- i. Printer Teflon sheet 1 for 10 printers
- j. Printer Pressure Roller 1 for 20 printers
- k. MFP Printer Fax Card 1 for 50 printers
- l. MFP Printer logic card 1 for 50 printers

Periodic inspection at irregular intervals shall be carried out by our officials at each cluster.

4.13 Vendor shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, ap-plication, security, etc.) which the Bank representative may inspect.

4.14 The Bank 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 cost of performing repair and maintenance service.

4.15 The vendor shall warrant that the repair and maintenance service/products offered for sale do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. The vendor shall indemnify the Bank from any claim, directly or indirectly resulting from or arising out of any breach of warranty.

4.16 The vendor and their employees shall strictly undertake not to communicate or allow to be communicated, to any person or divulge in any way any information relating to the ideas, concepts, know-how, techniques, data, facts, figures, and all information what-so-ever concerning, or relating to the Bank and its affairs to which the said employees have access in the course of the performance of their obligations to the Bank.

4.17 Within the period of AMC, the Bank shall have the right to shift the equipment to an alternate site at its choice or disconnect/connect/substitute computer system and/or peripherals, acquired from another vendor and also install electronic components such as circuit cards etc. to enhance the system's performance. The Bank shall bear the charges for such shifting and reinstallation and the vendor should provide necessary assistance to the Bank for the smooth shifting/reinstallation process. The conditions contained herein would continue to be binding on the vendor during and after such shifting and reinstallation.

4.18 The vendors are not permitted to authorize their dealers / distributors / stockists etc. (including individuals and third party firms / companies) to either collect or submit the tender related documents on their behalf. The Bank will refuse such requests and arrangements.

4.19 Selected L-1 vendor is, however, supposed to verify the inventory by actually visiting the branches / offices and may ask the concerned zonal offices / RBOs / other offices for inclusion of terms, which are not included in the inventory after proper authentication from the branches. In case, any item supposed to fall under AMC cover does not figure in the inventory and on vendors verification is supposed to be under AMC it will be incumbent upon the vendor to cover that item under AMC after proper authentication from the concerned Branch Manager / Officials for inclusion in AMC.

4.20 Canvassing is strictly prohibited, and contract is liable to be rejected.

4.21 No escalation on account of price variation/adjustment will be payable.

4.22 Any other set of terms and conditions are not acceptable to the Bank.

4.23 Sub-Contracting by vendor is not permitted. No sub-contracting of any part of the services by the Vendor shall be allowed. AMC services must be provided through vendor's own engineers and not through any franchisees. Any attempt by the vendor to assign or transfer any of the rights, duties or obligations herein shall render such attempted assignment or transfer null and void.

## **5. SERVICES**

5.1 The Vendor would be responsible for the qualification of the candidate employed by him for the Support Service of the Bank (E.g. Qualification /Experience/and other personal information) like Know Your Employee etc. The support service team would be qualified as a B.E. / B. Tech / BCA / BSc (IT)/Diploma in CS/IT or equivalent degree from a reputed university. Further, there will be no relationship of Employer and Employee between the Bank and Support service team and they will not make any claim against the Bank whatsoever.

5.2 The Vendor would be responsible for the overall technical support of the area in which the support service team employed by him is working. The support includes support to Video Conferencing Unit at each AO, RBO or any other office of the Bank also in addition to the maintenance of branches/other units under the respective RBO. If required, their services may also be utilized for support and troubleshooting purpose at any other office under AO under whose control the RBO falls.

5.3 The support service team would have proven expertise in rendering support services in similar capacity.

5.4 Team Leader of support service Engineers in each cluster should have a minimum of 5 years' experience in Hardware AMC support and have sufficient expertise in managing team. The team leader should have efficient communication skill to co-ordinate between his Field Engineers Team and ITS Team/LHO.

5.5 The support service team shall be dedicated for SBI only and shall report to and operate from a designated SBI branch/office only. The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.

5.6 Preferably the call logging in a Help Desk / Service Desk Software should be in place. The centralized call logging for Circle / AO / RBO / Branches / Offices shall be maintained. The centralized cell will be located at all 8 AOs and LHO, Maharashtra. There should be an application for Call logging and/or Hardware Inventory and/or AMC Payment and it will be binding upon the Vendor to adopt the same. Call logged into their system will be auto-transmitted for arranging the resolution of calls in terms of tender. Apart from Call Logging System, branches / offices may make direct calls to engineers posted at identified locations / moving engineers / Team Leader / call center for seeking the support for resolution of the problems connected with AMC.

5.7 Apart from Call Logging System, branches / offices may make direct calls to engineers posted at identified locations / moving engineers / Team Leader / call center for seeking the support for resolution of the problems connected with AMC.

5.8 The engineers will be posted/deputed at the discretion of the controllers of the Regions/AO IT team depending upon the geographical presence of the branches as specified in **APPENDIX – E** of RFP

5.9 THE VENDOR will provide two passport size photographs and KYC documents (copy of Valid ID Proof and local residence are mandatory documents. In case, Aadhar card contains the local address, no other residential address proof is required to be submitted) of all the vendor's resources deployed in SBI, at the time of the resources' engagement with SBI, to the respective Controlling authority. Police verification of all Engineers is mandatory and to be provided immediately on deployment.

5.11 One Service Engineer will be provided for 100 desktops. Location of stationing of engineer will be decided in consultation with concerned Administrative Office/RBO. However, in case of multiple offices situated in the same premises, any individual office with up to 100 workstations one resident engineer should be placed. If the number of workstations crosses 100 per office another engineer must be deployed. SBILDs/CC departments will be managed by AMC Vendors of respective Locations

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

5.13 During the entire AMC period, it is incumbent on the vendor to provide complete and satisfactory technical support in the areas of hardware installation to keep the IT setup working in the areas of hardware, software installation/upgradation, preventive maintenance, porting of data, maintenance of spares, VC Support and helping the users



during installation and stabilization of the application software. As most of these activities may have to be carried out during holidays/Saturdays/Sundays, it is necessary for the engineers/technical support personnel from the vendor's side to work (along with the technical staff/operating staff from the Bank's side) on these days as well, even though these may be holidays as per their service conditions.

5.14 All Resident Engineers should be accessible through telephone/Mobile phone to facilitate prompt communication; non-availability of Engineer on any specific time/day should be conveyed in advance to the branch and alternative arrangements must be worked out.

5.15 Troubleshooting in identification/tracing issues in LAN Network w.r.t Networking/Data cable. The vendor shall provide support in services regarding maintenance of Video Conferencing Unit at each AO, RBO or any other office of the Bank also in addition to the maintenance of branches/other units under the respective RBO.

5.16 Escalation matrix to be submitted along with the technical bid.

5.17 Vendor will ensure that all the Engineers deployed by the Company are in formal dress and ID Cards displayed at all times.

5.18 In case of Expulsion/ Resignation of any Service personnel the AMC vendor shall ensure the surrender of Identity card issued to him/ her, with the authority issuing such identity cards as it is Bank's property. Failure to do so may attract a penalty of Rs. 1,000.00 (Rupees One Thousand only) per resource on the vendor and the vendor will be liable to pay the above charges to the Bank immediately.

5.19 Vendor shall implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware, uninstallation of unauthorized software, removal of sharing folders, migration of Operating System etc as and when released as per requirements of the Bank.

5.20 During the AMC period, Vendor will have to undertake comprehensive support of the specified hardware. Vendor shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.

5.21 The vendor in each cluster shall keep sufficient quantities of spares of essential kits or parts of the equipment. Vendor will maintain spares as specified in clause 3.13 of the SLA. The stock of spares will be maintained at Bank location suitably agreed between Bank & Vendor. The spares must be original and as per the standard hardware configuration as approved by the Bank. A certificate in this regard is to be submitted to the respective AO by 1st of every month after physical verification by AO/RBO IT team.

5.22 The Bank will have the right to verify the stock position of the vendor from time to



time. Violations in maintaining the sufficient spares in each cluster will be treated as a serious lapse on the part of the vendor. Any shortage detected at the time of such a surprise check by the Bank will earn a penalty of 1% of the AMC valuable for the relative quarter, at the discretion of the Bank. This is independent of any other penalty.

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

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

5.25 All repair and maintenance service shall be performed by qualified engineers thoroughly familiar with the EQUIPMENT.

5.26 The Vendor will provide support to other vendors maintaining Bank's leased lines/VSAT for troubleshooting, installation and configuration purpose.

5.27 The Vendor shall undertake and/or support the activities on the systems under warranty, where Hardware needs not be opened, like patch up-dation, installation of anti-virus software and other such requirements.

5.28 The vendor shall assist the Bank in identification of the systems which have become obsolete in terms of support and operations and preparation of list of such items. Such items will be required to be separated from Bank's network.

5.29 The vendor will assist the Bank in the task of numbering the individual hardware items.

5.30 THE VENDOR shall ensure that One Engineer conversant with software as well as hardware solutions [including Computer Hardware, Printers, LAN, WAN, Internet, Intranet, Windows, Anti-Virus, Netware, Microsoft OS Linux, SCO Unix etc] 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, having 2/3 years experienced and dedicated for SBI use only, during normal working hours – between 9.30 a.m. to 7.30 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 VENDOR to enable tracing & call routing. Services must be available on 24 X 7 basis. Leave substitute arrangement has to be done by the VENDOR. The VENDOR 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. In

eventuality arising for maintenance service in more than one branch / office at the same time in a given cluster of branches / offices, THE VENDOR 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 VENDOR 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 VENDOR will provide insurance cover to its workmen / engineers during rendering their service in the SBI. It is sole responsibility of the VENDOR 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.

5.31 The vendor 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 vendor 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 vendor

5.32 IF T the vendor failed to carry out repair works before the end of 7th business day after lodgment of complaint (without reckoning the date of complaint) and puts the BANK in a situation where the BANK is compelled to get the repair work done from a third party may be at a higher cost than otherwise payable to the vendor, such cost will be recovered from the vendor by paying less AMC charges equivalent to extra cost except cost of consumable parts.

5.33 The Vendor shall load / unload / reload and configure operating systems and / or any other specific system software / Anti-Virus software/ Putting the System on SBI Domain/ utilities as the case may be in EQUIPMENT covered under AMC at no extra cost to the SBI, whenever need arises.

5.34 VENDOR shall be responsible for and ensure regular installation / maintenance / trouble shooting / ADS (Active Directory Services) / patches / security patches/ advisories/ service packs / updates of approved/authorized 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 which will be provided by the actual supplier / SBI from time to time and on the modalities decided by the SBI.

5.35 The VENDOR 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 VENDOR 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.

5.36 The Bank reserves the right to claim as damages from the VENDOR to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the VENDOR, 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.

5.37 Office e.g. LHO/AO(s)/ RBO(s)/ SBILD(s) etc. where Video Conference units are installed, the AMC Vendor engineer would assist in operating the VC and checking connectivity status attached to VC Systems regularly. On finding any problem, he should immediately take the action and liaison with the concerned agencies to resolve the issue under advice to respective office.

5.38 VENDOR is to ensure that no virus/trojans or any malware is injected into Bank's systems and network. If found that such happening has been caused by the Vendor's representative, the Bank shall have the authority to recover the damage caused by such incident from the vendor and the vendor shall have no right to challenge the same.

5.39 The name, qualification and experience of the service engineer(s) must be submitted along with the agreement. In case of any new engineer joins during AMC, the above details will be immediately furnished to the Bank.

## **6. PENALTIES**

Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 4 hours of being informed of the same. In any case the equipment should be made workable and available not later than the next working day of the Bank.

6.1 A minimum uptime of 99% for items viz. Servers, Line/Passbook/Draft Printers ,CBS nodes, other Printers etc. a lower percentage of 95% should be maintained. The total downtime at a branch will be calculated as the period an item was not working vis-à-vis the total hours the branch/office is functioning over a full quarter. Inability to service hardware due to obsolescence will not be acceptable. Please note that if down time of critical items like Servers/Line Printer/Draft Printers are more than 4 hours at any day the penalty would be imposed even if the uptime for the Branch is 99% or above.

6.2 THE VENDOR shall ensure that the full configuration of the EQUIPMENT is available to SBI in proper working condition for 99% in the case of Servers / Line / Laser/ Draft / TDR / Passbook 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.

DOWN TIME: is the aggregate time lost due to Equipment malfunction and remedial maintenance during the quarter. Down time (beyond the levels) defined because of delayed sourcing of spares and/or lapses will attract penalties.

All type of PCs, Printers and all other equipment under AMC :

For purpose of calculating penalty, uptime is calculated as under:

Uptime (%) =

Sum of total hours during month - Sum of downtime hours during month X 100

Sum of total hours during the month

Total hours during the month = No. of working days x 8 hours

6.3 The undernoted penalties are prescribed for various non- performance/deviation:

| S.N. | PERIOD FOR DELAY                        | Amount in Rupees |
|------|-----------------------------------------|------------------|
| 1    | Upto 4 hours                            | Nil              |
| 2    | More than 4 hours & less than 8 hours   | 200              |
| 3    | Thereafter penalty upto 3 days(per day) | 1000             |
| 4    | Penalty beyond 3 days per day           | 2000             |

6.4 For any other deviations of terms & conditions not included above:

6.4.1 Rs. 2,000/- per instance

6.4.2 Rs. 5,000/- if the same instance is repeated

Downtime of Other Hardware/ Peripherals/ upgradation of software etc.

The call sheets provided by the service engineer(s) will form the basis for the purpose of calculating the total downtime. Down time beyond the levels defined on account of delayed sourcing of spares and / or lapses will attract penalties.

6.5 THE VENDOR shall carryout Preventive Maintenance of hardware (including but not limited to inspection, testing, satisfactory conduct of all diagnostics, replacement of unserviceable parts, cleaning and removal of dust and dirt from the interior of the equipment) and necessary repairing of the equipment at every quarter during currency of this Agreement. THE VENDOR shall submit a report for every Branch/ Office duly authenticated by Office Head along with Quarterly Bills. The Branch Manager's report of preventive maintenance is to be sent to respective RBO evidencing it. In the event of failure

on the part of VENDOR to undertake Preventive Maintenance once in Quarter, a penalty of 10% of AMC Cost will be deducted from relative Invoice at the discretion of SBI. The total penalty will be capped at 20% of total quarterly AMC. It should be clearly understood that while cap of 20% is levied for the purpose of imposing penalty, the overall penalty exceeding the limit can necessitate removal of the vendor from the cluster where services are found deficient at the end of that quarter.

## **7 PAYMENT:**

7.1 Payment shall be made in Indian Rupees quarterly, in arrears. Payment will be made by RBOs/AOs/LHO. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.

7.2 Quarterly review of AMC Performance as at the end of each quarter will be done by Dy. General Manager (B&O) / Regional Manager of the concern AO / RBO at each clusters and combined disbursement of AMC charges net of penalty, if any, to the vendor will be made by the respective AOs / RBOs after due verification of the bills on a quarterly basis, in arrears. Payment will be made for LHO, after deducting penalty if any

7.3. At the time of submission of the bills, the following certificates from each branch must be submitted.

7.4 Satisfactory service report

7.5 Confirmation of preventive maintenance /visit certificate.

7.6 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Vendor owes to the Bank against amount payable to Vendor under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Vendor indicating the reasons for such penalty or recovery of damages. Vendor shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Vendor shall be recovered by the Bank through a credit note or revised invoices. In case Vendor fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

## **8. BANK GUARANTEE**

8.1 The selected AMC vendor shall submit a Performance Bank Guarantee (PBG) @ 3% of the contract value for each cluster allotted to them for a period of one year immediately after awarding the AMC of the Cluster within 10 days from the date of the letter from a Scheduled Commercial Bank other than State Bank of India as format specified in APPENDIX – K of the RFP No. SBI/ITS/MAH/2025-26/04 dated 25.11.2025 . The Performance Guarantee shall be valid for 36 months with claim period of 3 months

after the expiry of the date of PBG and shall be extendable on yearly basis at the time of renewal of contract, if done, by the mutual consent of the Bank and the vendor.

8.2 The Bank Guarantee(PBG) is required to protect the interest of the Bank against the risk of non-performance of Vendor in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee(PBG). The proceeds of performance guarantee shall be payable to SBI as compensation for any loss resulting from the vendor's failure to complete its obligation under the contract / agreement.

## **9. VENDOR OBLIGATION**

9.1 To adhere to the service levels documented in this Agreement.

9.2 Vendor shall ensure that vendor personnel will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

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

9.4 The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act.

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

9.6 During the term of the Contract, Vendor will maintain the computer hardware and other peripherals in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

9.7 Free maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.

9.8 Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e.



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

9.9 THE VENDOR 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, should not exceed 4 working hours on business days.

9.10 Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

9.11 The VENDOR 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 Center of the VENDOR, thereby necessitating shifting of the equipment, the VENDOR shall attend to shifting / transportation, installation, loading of the bank approved/authorized software packages (both the system software and application software, if any and re-installation of the equipment at original location) at no additional cost to the SBI.

9.12 Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.

9.13 Any worn or defective parts withdrawn from the equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.

9.14 Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.

9.15 The VENDOR should assist the SBI to recover the data, free of cost, in case of Hard Disk crash of any EQUIPMENT under its AMC.

9.16 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.

9.17 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. Form 32/Road permit will not be provided by the Bank in any case and the onus of complying with the necessary statutory requirements will be solely on the vendor.

9.18 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. The vendor must obtain necessary insurance of his employees against any accident taking place at the Bank's premises.

9.19 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

9.20 Government of India has issued detailed guidelines on Women's sexual harassment. Vendor's resources have to comply with these guidelines. In case, any or a group or vendor's resources are found violating these guidelines, appropriate action will be taken against such resource(s) in terms of Government's guidelines.

9.21 The vendor shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable statutory provisions and laws throughout the currency of this Agreement, required for performing the services under this Agreement.

## **10. REPRESENTATIONS & WARRANTIES**

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

10.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

10.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

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

10.1.4 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.



## 10.2 Additional Representation and Warranties by Vendor

10.2.1 Vendor 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.

10.2.2 Vendor has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

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

10.2.4 Vendor warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

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

10.2.6 Vendor warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs. Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.

10.2.7 Vendor represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.

10.2.8 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and subcontractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and

the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

## **11 GENERAL INDEMNITY**

11.1 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

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

## **12. CONTINGENCY PLANS**

Vendor shall arrange attrition plan and other contingency plans to meet any unexpected obstruction to vendor or any employees of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Vendor at Banks discretion shall co-operate with the Bank in case on any contingency.

## **13. TRANSITION REQUIREMENT**

In the event of failure of vendor to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services

contracted with another vendor. In such case, the Bank shall give prior notice to the existing vendor. The existing vendor shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

During the transition phase, the existing vendor shall render all reasonable assistances to the new vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or new vendor beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to vendor for such additional period on the same rates and payment terms as specified in this Agreement.

#### **14. LIQUIDATED DAMAGES**

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

#### **15. RELATIONSHIP BETWEEN THE PARTIES**

15.1 It is specifically agreed that vendor shall act as independent service provider and shall not be deemed to be the Agent of the Bank.

15.2 Neither vendor nor its employees shall hold out or represent as agents of the Bank.

15.3 None of the employees, representatives of vendor shall be entitled to claim any absorption or any other claim or benefit against the Bank.

15.4 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.

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

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

#### **16. SUBCONTRACTING:**

As per this agreement, Sub-Contracting by vendor is not permitted. The Vendor shall not provide AMC Services through Franchisees/sister concerns/Third party vendors. No sub-contracting of any part of the services by the Vendor shall be allowed. AMC services must be provided through vendor's own engineers and not through any franchisees. Any attempt by the vendor to assign or transfer any of the rights, duties or obligations herein shall render such attempted assignment or transfer null and void. Such attempts by the vendor will make him liable for disqualification in further AMC arrangements and will be treated as breach of terms and conditions of this RFP.

## **17. INSPECTION AND AUDIT**

17.1 It is agreed by and between the parties that vendor shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of IT hardware and services etc. provided to the Bank and vendor shall submit such certification by such Auditors to the Bank. vendor shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by vendor. Vendor shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to vendor before such audit and same shall be conducted during normal business hours.

17.2 Where any Deficiency has been observed during audit of vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by vendor that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that vendor shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

17.3 Vendor further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

17.4 Vendor shall grant unrestricted and effective access to

- a) data related to the Services;
- b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

## **18. CONFIDENTIALITY:**

18.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or

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

18.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.

18.3 Confidentiality obligation shall be as per Non-disclosure agreement APPENDIX – N of RFP No. DATED

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. The confidentiality obligation of the receiving party in respect of any bank internal data/customer data of the dissolving party shall be absolute, unconditional and without any time limit, irrespective of expiry of agreement.

18.4 Vendor shall not disclose any of Bank's internal information (including network architecture, make and model of computer hardware) to any outside person or agency unless permitted by the Bank. Bank reserves its right to inflict due penalty on the vendor upon such unauthorized disclosure(s). The vendor shall be responsible to duly compensate the Bank against any kind of loss (legal/financial/reputational etc) arising out of leakage of Bank internal information, including, Bank Circulars/SOPs/Guidelines/Customer Information etc)

18.5 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must

notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

18.6 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

18.7 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

18.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of

Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

18.9 Vendor 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.

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

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

## **19. TERMINATION**

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

19.1.1 If vendor fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;

19.1.2 If vendor fails to perform any other obligation(s) under the RFP/Agreement;

19.1.3 Violations of any terms and conditions stipulated in the RFP;

19.1.4 On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Vendor under abovementioned

notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

## 19.2 TERMINATION FOR CONVENIENCE:

The Bank, by written notice of 90 (ninety) days sent to the Vendor and 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. In the event of termination of the Agreement for the Bank's convenience, the vendor shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

19.3 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Vendor shall be liable to the Bank for any increase in cost for such similar Services. However, Vendor shall continue performance of the Contract to the extent not terminated.

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

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

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

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

19.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

19.5 If the Contract is terminated under any termination clause, vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely



manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

19.6 During the transition, vendor shall also support the Bank on technical queries/support on process implementation. 19.7 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations. 19.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

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

## **20. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

20.1 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. 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.

20.2 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement, if any, or in discharge of any obligation arising out of this Agreement and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties



are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Maharashtra only. The Civil Courts in Maharashtra, shall have exclusive jurisdiction in this regard.

20.3 Vendor shall continue work under the Contract during the dispute resolution

proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

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

## **21 .POWERS TO VARY OR OMIT WORK:**

21.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Vendor shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed.

If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

## 22. WAIVER OF RIGHTS

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

## 23. LIMITATION OF LIABILITY

23.1 The maximum aggregate liability of Service Provider, subject to below mentioned subclause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

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

23.3 The limitations set forth in above mentioned sub-Clause 20.1 shall not apply with respect to:

23.3.1 damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;

23.3.2 damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;

23.3.3 Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of above mentioned sub-clause 23.3.1 “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

## 24. FORCE MAJEURE:

24.1 Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

24.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Vendor 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.

24.3 If a Force Majeure situation arises, Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, 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.

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

| <b>BANK ADDRESS</b>                                                                                                                                                                                                                                              | <b>VENDOR ADDRESS</b>                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| The Assistant General Manager ( ITS)<br>State Bank of India,<br>LHO, Maharashtra<br>ITS department, 8 <sup>th</sup> floor,<br>“Spandan” ,Clock Tower Plot no. 3/2 & AM 3,<br>MIDC Area, Kharadi Pune ,<br>(Near Zensar Technologies Ltd) Maharashtra :<br>411014 | As submitted by vendor in<br>Bidder Details APPENDIX – in<br>response to the RFP No. dated |

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below:

For Vendor M/s  
India

Signature:

Name:

Date Signed :

Seal :

For State Bank of

Signature :

Name :

Date Signed :

Seal:

**APPENDIX-M**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI:xx:xx** dated **dd/mm/yyyy**.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of 36 months with claim period of 3 months after the date of expiry of PBG and shall be extendable on yearly basis at the time of renewal of contract, if done, by the mutual consent of the Bank and the vendor and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**  
(Authorized official)

**APPENDIX -N****NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ between:

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

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

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

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

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

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and



content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## 2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.
  - i. Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are: the statutory auditors of the either party and



government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

- (b) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

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

- (b) Confidential Information made available is provided “As Is,” and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the

laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

#### 5. **Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_ (place)

|             |        |     |
|-------------|--------|-----|
| Name        | VENDOR | SBI |
| Designation |        |     |
| Place       |        |     |
| Signature   |        |     |

**APPENDIX-O****Format for Submission of Client References****To whosoever it may concern**

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

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