



**REQUEST FOR PROPOSAL**

Purpose: Procurement of Hardware & Software for Implementation of e-KYC Solution in SBI Bangladesh Operations as proposed by Bangladesh Bank

Ref: SBI-BD/ IT/ e-KYC/ 2020/ 001

Dated: 29.09.2020

State Bank of India (SBI) with more than 200 years history is the largest commercial Bank in India and a Fortune 500 Company. It ranks in the top 50 Global Banks and has its operation in Bangladesh since 1975. State Bank of India, Bangladesh Operations (hereinafter referred to as SBI/BANK) proposes to implement Electronic Know Your Customer as per guidelines stipulated by Bangladesh Bank.

**Invitation to BID:**

In order to meet the e-KYC requirements of the Bank, SBI proposes to invite tenders from established organizations (hereinafter referred to as "Bidder") to undertake supply, installation, testing, commissioning and maintenance of equipment/application as per details listed out in this document.

**SCHEDULE OF EVENTS**

Bid Document Availability	Bidding document shall be available at <a href="https://bd.statebank">https://bd.statebank</a> website under the Notice Segment from 29.09.2020 to 12.10.2020
Last date for requesting clarification (optional)	Up to 5:00 PM on <b>05.10.2020</b> All communications regarding points/queries requiring for clarifications shall be given in written to AVP(IT) at <a href="mailto:it1.co@statebank.com">it1.co@statebank.com</a> ; Phone: 02-222294526 Ext:121 Head of IT at <a href="mailto:hoit.bd@statebank.com">hoit.bd@statebank.com</a>
Clarifications to queries raised	Within 5:00 PM on <b>07.10.2020</b>
Last date of submission of technical bids	<b>11.10.2020</b>

Opening of Technical Bids	12:00 Noon on <b>12.10.2020</b> . Authorised representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendor's representatives.
Opening of Commercial Bids	4:00 PM on <b>15.10.2020</b> OR on a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
Finalization of TLI Vendor	18.10.2020

## 1. RFP

- ✓ RFP shall mean Request for Proposal
- ✓ Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ✓ Bidder shall mean any entity (i.e. juristic person) who offers to do or provide the goods or services as mentioned in the RFP
- ✓ Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.
- ✓ The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- ✓ SBI reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.
- ✓ The Bidder must disclose any actual or potential conflict of interest with SBI, Bangladesh Operations.

## 2. Scope of Work:

- Supply, installation, commissioning, testing and maintenance of **e-KYC Application, underlying Operating System, and Database**, along with other associated peripherals with 3 years warranty.
- Number of concurrent Users shall be maximum 15 and Number of Accounts to be opened in a day will be 50 on average.
- Assisted Customer Onboarding with Biometric Finger Print Verification
- Customer Onboarding with Biometric Finger Print Verification

- National Identification (NID) Verification through Election Commission (EC) API integration
- NID Image Capture
- Optical Character Recognition (OCR)
- Digital Customer Onboarding
- Customer Information File (CIF)
- Digital Record Keeping
- Digital Signature Capture / Upload
- Maker & Checker Environment
- Customer Risk Grading
- SMS & E-Mail Integration
- Customer Onboarding Data Export facility (XML/CSV or any other format as required by the Bank)
- Standard Reports Customized as required by Bank.

#### **Scalable Features in the E-KYC Application**

- AML Integration
- Core Banking System Integration (Finacle 10)
- Any other integration as per customer requirements

The above SOW is indicative. Bidder shall provide all necessary hardware and software required to make the solution work strictly as per BFIU Circular No. 25 Dated 08.01.2020 on E-KYC implementation project in Banks. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.

Complete documentation on the project implementation to be submitted

### **3. Specification of Hardware & Quantity (To be mentioned separately for APP/DB/WEB):**

#### **3a. Server Specification (Bidder to provide complete details against each head):**

Item	Description	Qty	Price
Brand	MNC (HP/Dell/Acer/Lenovo)		
Quality	ISO 9001/9002 quality management for Manufacturer, FCC Class A for quality assurance		
Model	To be mentioned		
Country of Origin	To be mentioned		

Form Factor	Rack Mountable with Rail Kit, cable management and Bezel Kit
Processor	Intel Xeon Silver processor
No. of Processor	To be mentioned
Clock Speed	To be mentioned
Cache Memory	To be mentioned
Chipset	Intel C621 or higher
HDD	To be mentioned
Network Controller	To be mentioned
Power Supply	Redundant hot plug and fully provisioned
DVD -RW	With factory integrated universal optical media kit
Interface (I/O)	4x1 1 Gb ports, Dedicated remote Management Network Port, SD Slot, Minimum 4 USB 3.0 ports
OEM	Bidder should be OEM Certified service partner
Storage Array Controller	To be mentioned (Must support RAID level 0,1,5,6,10)
Warranty & service	03(three years) Warranty should be provided with OEM (parts and Labour)
Compatibility with OS and DB	OS: Windows Server 2016 / Linux/ RHEL DB:/MS SQL 2016 (or higher)/Oracle

3b. Operating System:

Item	Description	Qty	Price
Operating System	Microsoft Windows Server 2016/LINUX/RHEL or Equivalent		
Edition	Standard		

Bit	64 bit		
License for	Core License		
Core	8 Core		
<b>License Type</b>	<b>e-License with Installation Media</b>		

3c. Data Base (Underlying Database to be used by the Application):

Item	Description	Qty	Price
Database	Microsoft SQL Server 2016 or Higher/Oracle		
Edition	Standard		
License for	Core License		
Core	8 Core		
<b>License Type</b>	<b>e-License with Installation Media</b>		

3d. Fingerprint Scanner Device (Any one of the following):

Item	Description/Make	Price per Unit
Fingerprint Scanner Device	Futronic FS80 Biometric Fingerprint Scanner	
	Secugen Hamster PRO 20 Biometric Fingerprint Scanner	
	Safron Morpho MSO 1300 E2 Biometric Fingerprint Scanner	

3e. Whether Bidder shall provide OS and DB Licences (Yes/No)

- If Yes on point No. 3e Please mention price (Item wise)

**Please specify giving details any other device that may be required for the implementation of e-KYC under the above SOW.**

**4. In case of further clarification:**

Interested OEM authorised vendors/Bidders in Bangladesh may contact the following officials should they need any further information/clarification/information, on the date, place and time mentioned below.

**The Head of IT / AVP (IT)  
SBI, Bangladesh Operations  
Venue: State Bank of India  
Country Office  
Navana Pristine Pavilion (12<sup>th</sup> Floor)  
128 Gulshan Avenue, Circle-2, Dhaka-1212.**

#### **5. Time Schedule:**

The supply and installation of the **Software, Hardware and other accessories** to be completed within one month of time from the date of acceptance of the work order by the L1 vendor. The prospective bidder has to submit an undertaking to the effect that in case they fail to complete the work within 30 days, bank would be free to impose penalty as per the terms of the Request for Proposal (RFP).

#### **6. Eligibility:**

- Eligibility of the Bidders: All Bangladeshi citizen / Firms (proprietorship / partnership / companies etc.) formed and constituted by Bangladeshi Citizens in Bangladesh and authorised by the OEM.
- They shall have minimum Five years' experience in similar line of activity. They have to submit documentary proof to that effect.
- Up-to-date VAT clearance certificate, TIN No, Valid Trade license and /or any other license / approval as may be necessary as per the law.
- A registered office in Dhaka. (Documentary proof to be provided)
- A support team with adequate expertise and knowledge to support the implementation phase as well as hand holding and training to Officials of Bank. (Declaration to be submitted as Annexure-D)
- Financial Statements for the last 3 years.
- The quotes of the bidders shall be examined both technically and commercially. The L1 bidder shall be shortlisted on techno-commercial evaluation and not solely on commercial quotes. Bank's decision on this is final and binding to the bidders.

## **7. Bid Price**

Prices quoted in the Bid should be item wise and inclusive of VAT and in BDT only. The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.

## **8. Period of Validity of Bids**

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

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

## **9. Signing of Bid**

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing The Bid.

The Bid shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

## **10. Bid Language**

The Bid shall be in English Language.

## **11. Rejection of Bid**

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and the time stipulated for Bid submission.
- Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents/Conditional Bids/Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by SBI.
- Any other reason as deemed applicable by the Bank.

## **12. Extension of Deadline for submission of Bid**

SBI may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through SBI website (<https://bd.statebank>), in which case all rights and obligations of SBI and Bidders will thereafter be subject to the deadline as extended.

## **13. Intellectual Property and Copy right**

The L1 vendor shall pass on genuine and licensed copies of System software as per Intellectual Property and Copyright act, and SBI can't be in anyway held responsible for any act or omission of the vendor in this regard.

## **14. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, SBI, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted in SBI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / corrigenda had been taken into account by the Bidder in its Bid.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, SBI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in SBI's website.

From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP

## **15. Late Bid**

Bids received after the scheduled time and date will not be accepted by the SBI under any circumstances. SBI will not be responsible for any delay due to postal service or any other means.

## **16. Modifications and Withdrawal of Bids**

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.



**17. Right to Reject, Accept/Cancel the bid**

SBI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. SBI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. SBI also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

**18. How to submit the Bids:**

**Where and whom to submit the Bids:**

Interested parties who are eligible are requested to submit their Bids as per Event schedule addressed to the undersigned:

**The Vice President (Operations)  
State Bank of India  
Bangladesh Operations, Country Office  
Navana Pristine Pavilion (12<sup>th</sup> Floor)  
128 Gulshan Avenue,  
Circle-2, Dhaka-1212.**

**Details of RFP and submission date is available in the Bank website  
<https://bd.statebank>**

Bids to be submitted in two (02) separate sealed envelopes:

- 1<sup>st</sup> Envelope containing the Technical specification along with documentary evidence wherever applicable. All Annexures duly signed by authorized signatory and stamped with company seal.
- 2<sup>nd</sup> Envelope should contain the Financial bids item wise.

The authorized representative(s) of the OEM or authorized/ licensed vendors of OEM in Bangladesh are requested to be present at the time of opening of the Technical and Commercial bids/ quotes. Maximum one representative from a single bidder would be allowed to be present. After opening of the technical quote, evaluation would be made as per the specification of the bank. Those who disqualify as per their technical quotes, their commercial quotes would not be opened nor would be returned.

**19. Process of evaluation of Bids:**

- a) The Technical quotes will be opened first and evaluated and the commercial quotes of those bidders will be opened who would qualify as per the technical specifications.

- b) The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction.
- c) In the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, documentary evidence that the Bidder has been duly authorized as per authorization letter.
- d) Eligibility criteria response, Technical and Commercial Bids prepared in accordance with the RFP document.
- e) All the pages of the Bid documents, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
- f) Declaration that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.
- g) Any deviations from specifications should be clearly brought out in the bid
- h) The Bidder may quote for the entire package as per SOW (H/w & S/w and associated peripherals)

**OR**

for the E-KYC application alone (mentioning the details of underlying System software, Database engine and accessories required for the operationalization of the E-KYC project as whole for the Bank)

**20. RFP Abandonment**

SBI may at its discretion abandon this RFP process any time before Notification of Award or Purchase Order.

**21. Fate of earlier bids when revised bid submitted as per modification made by the Bank.**

Please note that for any amendments / or modification in the RFP document, no notification will be published in print media (Newspaper). The interested vendors should refer to our website for any amendment or modification till the last date of submission of the document. The vendor(s) who might have already submitted their bid at the time of amendment / modification, they can submit fresh revised bid, which will be considered by the bank (the old bid submitted earlier, would not be considered).

**Head of IT  
State Bank of India  
Bangladesh Operations, Country Office  
Navana Pristine Pavilion (12<sup>th</sup> Floor)  
128 Gulshan Avenue,  
Circle-2, Dhaka-1212.**

## **22. Delivery , Payment Schedule & Penalty for Delayed Deliveries**

Bank has the discretion to issue the purchase order in total or in partial depending on the requirement of the Bank. However, the pricing of the items/product in the RFP shall be valid for the period of 180 days.

### **Delivery of all equipment should be within 4 weeks from date of placing of order.**

- ✓ In the event of the equipment not being delivered, installed, configured, hardened tested and commissioned within a period of 4 weeks from date of Purchase Order, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor should implement Bank's SCD and arrange for compliance of VAPT observations.
- ✓ This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware, software and other peripherals.
- ✓ The Bank also reserves the right to cancel the Purchase Order. In the event of such cancellation, the vendor is not entitled to any compensation. **PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.**

## **23. Delivery & Documentation**

- ✓ The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination
- ✓ Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified here under: -
  - (a) 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
  - (b) Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
  - (c) 2 copies of packing list identifying contents of each package.
  - (d) Insurance Certificate.
- ✓ The Vendor shall provide complete and legal documentation of all subsystems, **licensed operating systems, licensed system software, and licensed utility software wherever applicable.** There shall not be any default in this regard.

- ✓ Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered
- ✓ The vendor shall declare that all the products supplied have not reached the end-of life or end-of support by the OEM till 2025.

#### **24. Acceptance Procedure**

On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems

#### **25. Payment Terms**

- ✓ Payment shall be made in Bangladeshi Taka.
- ✓ 90% of the Total amount will be released on installation, commissioning and testing/SCD/VAPT. Payment will be released within 30 days of Installation & Commissioning Certificate duly signed by the Bank after go live. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.
- ✓ Balance 10% after completion of Warranty.
- ✓ Payments will not be released for any part-shipment or short-shipments

#### **26. Signing of Contract**

- ✓ In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder. The SLA should be executed by the bidder with the Bank within a period of 45 days from the date of acceptance of Purchase Order. A copy of the standard SLA is enclosed and must be executed by the successful bidder. The stamp duty for the execution of SLA shall be borne by the successful bidder.
- ✓ The Bank reserves the right to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts/SLA entered into with them
- ✓ The selected Bidder should carry out all installation tasks in coordination with the IT /Systems Department, depending on the Bank's requirement.
- ✓ The selected Bidder should undertake, during the period of contract, if required by the Bank, the relocation / shifting of the equipment without any cost to the Bank.
- ✓ The Selected bidder (Service Provider) has to get itself annually audited by external empaneled Auditors appointed by the Bank/inspecting official 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 the Service Provider are required to submit such certification by such Auditors to the Bank. The 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 the Service Provider. The 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.

- ✓ Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the 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 the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- ✓ Service Provider shall, whenever required by the Bank, 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. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected bidder in conjunction with the services provided to the Bank.

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

## **27. FORMAT FOR TECHNICAL QUOTE:**

### **ANNEXURE -A**

<b>SL</b>	<b>Particulars</b>	<b>To be filled up by the Bidder</b>	<b>Whether documentary evidence is mandatory (Y/N)</b>	<b>If documentary evidence attached write "YES"</b>
1	Name of the Bidder			
2	Constitution		<b>Y</b>	

3	Year of Establishment		Y	
4	Major activity		Y	
5	Who are the major customers		Y	
6	VAT Registration No		Y	
7	TIN		Y	
8	Office Address		Y	
9	Name of the owner, or major stake holder		Y	
10	Give detailed about the Trade License		Y	
11	Whether OEM / authorised/ licensed representative of OEM (Submission of Documentary evidence is mandatory)		Y	

I certify that the particulars mentioned above are true and correct to the best of my knowledge and believe. If it is found that any information is found to be false and or misleading, I shall be responsible for that and there would not be any liability on the Bank as a result of such misrepresentation on my part.

Dhaka

Date:

**SIGNATURE & SEAL OF THE BIDDER**

## ANNEXURE -B

### **27 B. Product Specification (Details of the product which is offered by the Bidder):**

Server Specification (Bidder to provide complete details against each head):

Item	Description	Compliant (Y/N)	Deviation (If any)
Brand	MNC (HP/Dell/Acer/Lenovo)		
Quality	ISO 9001/9002 quality management for Manufacturer, FCC Class A for quality assurance		

Model	To be mentioned		
Country of Origin	To be mentioned		
Form Factor	Rack Mountable with Rail Kit, cable management and Bezel Kit		
Processor	Intel Xeon Silver processor		
No. of Processor	To be mentioned		
Clock Speed	To be mentioned		
Cache Memory	To be mentioned		
Chipset	Intel C621 or higher		
HDD	To be mentioned		
Network Controller	To be mentioned		
Power Supply	Redundant hot plug and fully provisioned		
DVD -RW	With factory integrated universal optical media kit		
Interface (I/O)	4x1 1 Gb ports, Dedicated remote Management Network Port, SD Slot, Minimum 4 USB 3.0 ports		
OEM	Bidder should be OEM Certified service partner		
Storage Array Controller	To be mentioned (Must support RAID level 0,1,5,6,10)		
Warranty & service	03(three years) Warranty should be provided with OEM (parts and Labour)		
Compatibility with OS and DB	OS: Windows Server 2016 / Linux/ RHEL DB:/MS SQL 2016 (or higher)/Oracle		

Operating System:

Item	Description	Compliant (Y/N)	Deviation (If any)
Operating System	Microsoft Windows Server 2016/LINUX/RHEL or Equivalent		
Edition	Standard		
Bit	64 bit		
License for	Core License		
Core	8 Core		
<b>License Type</b>	<b>e-License with Installation Media</b>		

Data Base (Underlying Database to be used by the Application):

Item	Description	Compliant (Y/N)	Deviation (If any)
Database	Microsoft SQL Server 2016 or Higher/Oracle		
Edition	Standard		
License for	Core License		
Core	8 Core		
<b>License Type</b>	<b>e-License with Installation Media</b>		

Fingerprint Scanner Device (Any one of the following):

Item	Description/Make	Compliant (Y/N)	Deviation (If any)
Fingerprint Scanner Device	Futronic FS80 Biometric Fingerprint Scanner		
	Secugen Hamster PRO 20 Biometric Fingerprint Scanner		
	Safron Morpho MSO 1300 E2 Biometric Fingerprint Scanner		



**28. Format for Financial Quote: (To be submitted separately item wise in a sealed envelope)**

**ANNEXURE-C**

Sl. No.	Name of the Product	Specification	Quantity	Unit Price	Total VAT	Total Amount
1.	Application Server					
2.	Data Base Server					
3.	Operating System					
4.	Finger Print Scanner Device					
<b>Total Amount in BDT (Including VAT)</b>						

**SIGNATURE OF THE BIDDER**

**Declaration (Annexure – D)**

I, hereby declare that, adequate specialized expertise is available in our organization to ensure the support services to the Bank during and post implementation of the e-KYC project. I also ensure that total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period will be borne by the organization. Escalation matrix for the organization/company is stated below:

Level	Name	Designation	Email Address	Contact Number
Level 1				
Level 2				
Level 3				

Date:

Signature of the Bidder  
(with Authorized Seal)

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

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier.
3. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
4. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
5. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
  - b) The Bidder 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 9.00 A.M. to 9.00 P.M. on all days (viz. Monday to Sunday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose, the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of the VENDOR.
  - c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 1 (One) hours.

- d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 3 (three) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99.99 % of the time calculated on a monthly basis.
- f) In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) Any penalty due during the Warranty period will be adjusted against the 10% retention money retained by the Bank. For purpose of calculating penalty, uptime is calculated as under:

$$Uptime(\%) = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$

$$\text{Total hours during the month} = \text{No. of working days} \times 12 \text{ Hours}$$

- h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- i) **Preventive maintenance:** the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
- k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- l) The Bank shall maintain an Incident register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter

countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

- m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
6. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
  7. The VENDOR's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
  8. However, if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
  9. 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 Agreement.
  10. If, in any month, the VENDOR does not fulfil the provisions of clauses (b), (c),(d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
  11. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
  12. On expiry of Warranty, the Bank shall have the sole discretion to enter into an agreement with the existing or a new vendor for Annual Maintenance Contract (AMC) based on the quality/level of services extended by the vendor during the warranty period.

\*\*\*\*\* End of Document \*\*\*\*\*