

RFP FOR PROCUREMENT OF
LAPTOPS FOR SBI BANGLADESH
OPERATIONS



REQUEST FOR PROPOSAL

PURCHASE OF 6 LAPTOPS FOR SBI BANGLADESH OPERATIONS.

Ref: SBI-BD/IT/LAPTOP/2025/04

Dated: 10/03/2025

State Bank of India (SBI) with more than 200-year 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 (hereinafter referred to as SBI/BANK) Bangladesh Operations.

Invitation to BID:

In order to meet the hardware 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 as per details listed out in this document.

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document shall be available at https://bd.statebank website under Notice Segment from 10.03.2025 to 30.03.2025
Last date for requesting clarification (optional)	Up to 4:00 PM on 25.03.2025 All communications regarding points / queries requiring clarifications shall be given in writing to JAVP(IT) at it2.co.bd@statebank.com ; JOIT at it4.co.bd@statebank.com
Last date of submission of technical bids	31.03.2025
Opening of Technical Bids	12:00 Noon on 06.04.2025 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 the vendor's representatives.
Opening of Commercial Bids	03:15 PM on 06.04.2025 OR on a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
Finalization of TLI Vendor	06.04.2025

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 regarding 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, testing, commissioning and maintenance of Laptop under standard warranty, Pre-loaded Windows 11 **Professional** OS License with other peripherals if any.
- To provide all necessary hardware and software required to make the solution work strictly as per technical specifications of the Bank. 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 installation to be submitted

3. **Specification & Quantity:**

01. **Laptop Specification:**

SPECIFICATION OF LAPTOP		Quantity
Type	Laptop	06
Brand	HP/Dell/Lenovo/Asus	
Model	To be Mentioned	
Generation	LATEST Generation	
Processor	Core-i7 13 th Gen or above;	
CPU cache	12 MB or above	
RAM	16 GB DDR4/DDR5 3200 MHz or above	
SDD	1 TB PCIe NVMe SSD or above	
Display	Min 14" or higher. Model Should be without optical drive bay	
Graphics Memory	Minimum 2 GB Dedicated	
Networking	Gigabit Ethernet or External Converter (USB to Ethernet)	
Keyboard	Full sized, spill resistant with backlit feature (optional) and precision touchpad	

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Battery	3 cell lithium or higher- Ion battery 40whr or above with minimum 4-6 hours backup	
Weight	Less than 2.2 kg	
Security Management	TPM 2.0 (Discrete) Hardware	
Camera	Yes	
Certification	Windows Certified. BIS, CE Certified	
Warranty	Onsite 3 years including Battery & Back to Back with OEM	
OS	Windows 11 Professional (Preloaded/ Box Product/ Open Licence) each individual price to be mentioned	
Laptop Bag	Yes- Same OEM Make	

Terms & Conditions:

- Supplier must be Authorized Gold or above Partner of the brand quoted to ensure genuine product
- Supplier must be Authorized Service Delivery Partner of the brand quoted to ensure after sales Service
- Supplier have to submit Partnership Certificate authorized from OEM.
- Supplier must have at least 5 (Five) years proven experience to supply Laptop computer on Banks
- The supplier can quote different products for RAM, either 16GB or 32GB. The discovered price will be evaluated within the same category of products.
- Transit insurance will be covered by supplier and that will be valid till commissioning.

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.

JAVP (IT),
SBI, Bangladesh Operations.
Venue: State Bank of India
128 Navana Pristine Pavilion, Level-12
Gulshan Avenue, Circle-2, Dhaka-1212
Tel-00 88 02 9889152,

5. Time Schedule:

The supply and installation of the Laptops, Pre-Loaded OS Windows 11 Professional to be completed in 15 days time from the date of acceptance of the work order by the L1 vendor. The prospective bidders must submit an undertaking to the effect that in case they fail to complete the work within 15 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. For Hardware, Software, **Bidders must submit a copy of such authorisation along with the Bids.**
- They shall have minimum Five year experience in similar line of activity. They must submit documentary proof to that effect, if necessary.

- Up-to-date VAT clearance certificate, TIN No, Last year TAX return acknowledgement, Valid Trade license and /or any other license / approval as may be necessary as per the law.

7. Bid Price

Prices quoted in the Bid should be item wise and exclusive of VAT (will be applicable as per govt. norms), inclusive of TAX (will be applicable as per govt. norms), 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 initiated 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 initiated 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.

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.

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's 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:

Interested parties who are eligible are requested to submit hard copy addressed to:

VP (Operations)
SBI, Bangladesh Operations.
Venue: State Bank of India, Country Office, Navana Pristine Pavilion, 12th Floor,
128, Gulshan Avenue, Dhaka 1212.

The authorized representative(s) of the vendors in Bangladesh are requested to be present at the time of opening of the Technical and Commercial bids/quotes. Maximum two representatives 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. **Checking of Bid Documents:**

The following items must be checked before the Bid is submitted:

- a) Eligibility criteria response, Technical and Commercial Bids prepared in accordance with the RFP document.
- b) Envelope 'A' Technical Bid (as per Annexure-A)
- c) Envelop 'B' Commercial Bid (as per Annexure-B)
- d) Envelope 'C', containing Envelope-A, Envelope-B and other papers.
- e) All the pages of the Bid documents, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
- f) Copy of this RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – 'A'.
- g) Prices to be quoted in Bangladeshi Taka (Taka).
- h) All the pages of the submitted document as part of Bid must be duly sealed and signed by the authorized signatory.
- i) Please note that any response to this offer, or any other acts or omission by anybody would not confer any right on them or priority to be considered for being considered for short listing under this procurement process. SBI retains every right to reject any application at any stage of this process, or cancel this process at anytime without assigning any reason.

The RFP will be available in the Notice Section of Bank's Website

20. **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) 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 should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply

21. RFP Abandonment

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

22. 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).

VP (Operations)

SBI, Bangladesh Operations.

**Venue: State Bank of India, Country Office, Navana Pristine Pavilion, 12th Floor,
128, Gulshan Avenue, Dhaka 1212.**

23. Delivery Schedule & Penalty for Delayed Deliveries

Delivery of all equipments should be within 15 days 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 15 days from date of Purchase Order, **Note for Reference: Range for liquidated damages may be fixed, a sum equivalent to 0.5 or 1% per week or part thereof of Contract Price subject to maximum deduction of 5% or 10% of the Contract Price for delay of each week or part thereof.**
- ✓ This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware, software.
- ✓ 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.

24. Delivery & Documentation

- ✓ The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their 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 hereunder: -
 - (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.

Delivery locations

SI.	<u>Quantity</u>	<u>Delivery Location</u>
01	5	State Bank of India, Country Office, Navana Pristine Pavilion, 12 th Floor, 128, Gulshan Avenue, Dhaka 1212.
02	1	State Bank of India, Chattogram Branch, ABC Tower, 1 st Floor, 1113/1140, Enayet Bazar Road, Chattogram - 4000.

- ✓ 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

25. **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.

26. **Payment Terms**

- ✓ Payment shall be made in Bangladeshi Taka.
- ✓ 10% of the total value excluding TAX and VAT will be retained till warranty period in form of Bank Guaranty (BG)
- ✓ 100% of the Total amount (after submission of retained 10%'s BG) will be released on installation, commissioning and testing. Payment will be released within 15 days on receipt of Invoice and Installation & Commissioning Certificate duly signed by the Bank. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.
- ✓ Payments will not be released for any part-shipment or short-shipments.

27. **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 except carrying charge.

- ✓ 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.

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28. **FORMAT FOR TECHNICAL QUOTE:**

ANNEXURE -A

SL	Particulars	To be filled up by the Bidder	Whether documentary evidence is mandatory (Y/N)	If documentary evidence attached write "YES"
1	Name of the Bidder		Y	
2	Constitution		Y	
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	Last year TAX return acknowledgement		Y	
9	Office Address		Y	
10	Name of the owner, or major stake holder			
11	Give detailed about the Trade License		Y	
12	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 OF THE BIDDER

ANNEXURE -B

29. Product Specification (Details of the product which is offered by the Bidder):

(Shaded description / specification is mandatory and the same should satisfy the minimum requirements of the bank other-wise quote would be disqualified)

SL	Description	If the product satisfies bank's specifications, Mark "YES", otherwise marks "NO".	Give actual brand name and detailed specification of the product.
A			
B			
C			
D			
E			

30. Format for Financial Quote:

ANNEXURE-C

Sl. No.	Product Specifications	Qty	Unit Price	Total Amount
1.				
2.				
3.				
Total Amount in BDT (Excluding VAT)				

SIGNATURE OF THE BIDDER

Service Level Agreement

Note: Please take down model Service Level Agreement for procurement of IT hardware and related services available in the portal of IT Partner Relationships Department, duly edited as per specific requirement of RFP.

SERVICE LEVEL AGREEMENT

This Agreement is made on this **DD/MM/YYYY**

BETWEEN

This agreement made between State Bank of India, Bangladesh Operations, a commercial bank Incorporated in India and a scheduled foreign bank operating in Bangladesh through its branches and having its head office at **128, Navana Pristine Pavilion, Level-12, Gulshan Avenue, Circle-2, Dhaka-1212** (Hereinafter referred to as SBI BD Operations) (which expression unless excluded by or repugnant to the context shall include its representatives, administrators & assigns) of the **FIRST PART**.

AND

_____, a _____ Company duly incorporated under the Companies Act, 1994 represented by it's **the Manager** having its office premises situated at _____ Address _____, Bangladesh (hereinafter referred to as the "**SERVICE PROVIDER**", which term or expression as herein used shall where the context so requires or admits, mean and include the said _____, its successors and permitted assigns) of the **OTHER PART**

WHEREAS:

- A. SBI BD Operations made a procurement of _____ **for** its, Operations (hereinafter referred to as _____ SBI BD Operations _____). Any new work order or discontinuation order for the _____ will automatically be part of this agreement.
- B. The **SERVICE PROVIDER**, being fully aware of the services required by SBI BD Operations situated inside Bangladesh, has offered to provide its services to SBI BD Operations to maintain the _____ in good operating and working conditions and to rectify any failure and malfunctions in the hardware systems in the manner described herein after.
- C. Based on the representation of the **SERVICE PROVIDER**, SBI BD Operations has agreed to accept the **SERVICE PROVIDER**'s offer for providing services for its entire Bangladesh Operations.
- D. The Parties therefore deem it necessary to enter into these presents to set out the terms of understanding in writing upon which SBI BD Operations will obtain and the **SERVICE PROVIDER** will provide services to SBI BD Operations.

NOW, THEREFORE, in consideration of the mutual premises set forth below, and in the Annexures attached hereto which form integral part of this Agreement, the Parties hereby agree to the following:

1. **Service Description:** The SERVICE PROVIDER 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 SERVICE PROVIDER further warrants that all the Products supplied under this Contract have no defect, arising from design or from any act of omission of the SERVICE PROVIDER 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 / off-the-shelf Hardware:** Warranty will be provided to SBI BD Operations as per the general conditions of sale of such hardware.
4. **On-site comprehensive warranty:** The warranty would be on-site and comprehensive in nature and back-to-back support from the OEM. The SERVICE PROVIDER 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 SERVICE PROVIDER will provide support for Hardware and other preinstalled accessories & components during the warranty period of the hardware on which this accessories & components will be installed. The SERVICE PROVIDER 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. **Maintenance & Response:** During the term of the contract, the SERVICE PROVIDER 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 SERVICE PROVIDER will provide these services.
 - b) The SERVICE PROVIDER 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 days (viz. Sunday 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 SERVICE PROVIDER 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 SERVICE PROVIDER shall replace such parts, at no extra cost to SBI BD Operations, with brand new parts or those equivalent to new parts in performance. For this purpose, the SERVICE PROVIDER shall keep sufficient stock of spares at SBI BD Operations premises and at the premises of the SERVICE PROVIDER.

- c) The maximum response time for a maintenance complaint from the site of installation (i.e., time required for SERVICE PROVIDER's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 2 (Two) hours.
- d) The SERVICE PROVIDER shall ensure that faults and failures intimated by SBI BD Operations as above are set right within 4 (Four) 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) **Reliability:** The PROVIDER shall ensure that the full configuration, upgradation and time to time performance checking of the delivered Laptop.
- 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 there of the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to SERVICE PROVIDER. The SERVICE PROVIDER may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) **Liquidated Damage/Penalty:** Any penalty due during the Warranty period will be adjusted against the Performance Bank Guarantee (BG) retained by SBI BD Operations. For purpose of calculating penalty, uptime is calculated as under:
Uptime (%) = $\frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$
Sum of total hours during the month
Total hours during the month = No. of working days x 12 Hours
- h) The SERVICE PROVIDER 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 SERVICE PROVIDER 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 and once within the first 45 days of every Quarter during the period of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the SERVICE PROVIDER recognizes SBI BD Operations operational needs and agrees that SBI BD Operations shall have the right to require the SERVICE PROVIDER 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 SERVICE PROVIDER for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to SBI BD Operations.

- k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
 - l) SBI BD Operations shall maintain an Incident register at its site in which, SBI BD Operations operator / supervisor shall record each event of failure and / or malfunction of the equipment. The SERVICE PROVIDER'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 SERVICE PROVIDER'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by SBI BD Operations official. The original of the field call report shall be handed over to SBI BD Operations official.
 - m) The SERVICE PROVIDER 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 SERVICE PROVIDER shall become the property of the SERVICE PROVIDER and the parts replacing the withdrawn parts shall become the property of SBI BD Operations.
 7. The SERVICE PROVIDER'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 SBI BD Operations desires to shift the equipment to a new site and install it thereof urgently, the SERVICE PROVIDER shall be informed of the same immediately. SBI BD Operations shall bear the charges for such shifting and the SERVICE PROVIDER shall provide necessary arrangement to SBI BD Operations 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 SERVICE PROVIDER.
 9. SBI BD Operations 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. On account of any negligence, commission or omission by the engineers of the SERVICE PROVIDER and if any loss or damage caused to the Equipment, the SERVICE PROVIDER shall indemnify/pay/reimburse the loss suffered by SBI BD Operations.
 11. **Period of Service:** On expiry of Warranty, SBI BD Operations shall have the sole discretion to enter into an agreement with the existing or a new SERVICE PROVIDER for Annual Maintenance Contract (AMC) based on the quality/level of services extended by the SERVICE PROVIDER during the warranty period.
 12. **Confidentiality:** Either party shall not disclose to anyone, any information marked as confidential and or which is communicated or made available or accessible by either party during the tenure of this agreement.

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IN WITNESS WHEREOF, the parties hereto have signed this Service Level Agreement on the day, month and year first above written with the common Seal of the company.

For and on behalf of	
Name:	Witness: 01
Designation:	Name :
Signature:	Designation:
	Signature:
	Witness: 02
	Name :
	Designation:
	Signature:
Address:	
For and on behalf of SBI BD Operations and State Bank of India, Bangladesh Operations:	
Name:	Witness: 01
Designation:	Name:
Signature:	Designation:
	Signature:
	Witness:02
	Name :
	Designation:
	Signature:
Address: State Bank of India, Country Office, Navana Pristine Pavilion, 12 th Floor, 128, Gulshan Avenue, Dhaka 1212.	

NON-DISCLOSURE AGREEMENT

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

State Bank of India, Bangladesh Operations, located at Navana Pristine Pavilion, 12th Floor, 128, Gulshan Avenue, Dhaka 1212; 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;

hereinafter referred to as “SBI BD Operations” which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the One Part;

And

_____ (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 SBI BD Operations 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. 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 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 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; 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 own employees and other persons and then only to those employees and persons 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 its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor, then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving SBI BD Operations an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- (1) the statutory auditors of SBI BD Operations and
 - (2) regulatory authorities regulating the affairs of SBI BD Operations and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) 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.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized 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 (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job
 - c. Financial liability for actual, consequential or incidental damages
 - d. 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 property 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 patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (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 Bangladesh Arbitration and Conciliation Act or any Amendments or Re-enactments thereto.
- (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) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

- (a) 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 _____ 202_ at _____ (month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

RFP FOR PROCUREMENT OF
LAPTOPS FOR SBI BANGLADESH
OPERATIONS



Pre-Bid Query Format

(To be provided strictly in Excel format)

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