



**REQUEST FOR PROPOSAL
FOR PROCUREMENT INSTALLATION,
COMMISSIONING, MAINTENANCE AND WARRANTY OF IMMERSIVE
VIDEO CONFERENCING FACILITY IN STATE BANK OF INDIA**

Ref: SBI/GITC/NW&C/2019-20/670 dated: 06.12.2019

**Deputy General Manager (Networking & Communication)
State Bank of India
1st floor, D wing
GITC Building, CBD Belapur**

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Deputy General Manager, Networking & Communication Department, State Bank Global IT Centre, Ground Floor, A Wing, Sector 11, CBD Belapur, Navi Mumbai-400614. 022-27566061, 9917474651 dgmit.nw@sbi.co.in, agm.nw@sbi.co.in, sunil.n.kulkarni@sbi.co.in, Anoop.tiwari@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 07.12.2019
3	Last date for requesting clarification	Upto 13.12.2019 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail
4	Pre - bid Meeting at (venue)	From 16.00 hrs to 18:00 hrs on 18.12.2019 at GITC Belapur.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 20.12.2019
6	Last date and time for Bid submission	15.00 hrs on 08.01.2020
7	Address for submission of Bids	Deputy General Manager, Networking & Communication Department, State Bank Global IT Centre, First Floor, D Wing, Sector 11, CBD Belapur, Navi Mumbai-400614. 022-27537051, 9917474651
8	Date and Time of opening of Technical Bids	16.00 hrs on 08.01.2020 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the

Sl No	Particulars	Remarks
		absence of any or all the Bidder representatives.
9	Opening of Final Price Bids	Final price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	Not Applicable
11	Tender Fee	Rs.25000/- Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account Tender fee will be non-refundable.
12	Earnest Money Deposit	Rs.50,00,000/- Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account EMD shall be valid upto 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.
13	Bank Guarantee	15% of TCO Performance Security in form of BG should be valid for Five year(s) and three months from the effective date of the Contract.
14	Contact details of agency appointed for conducting Reverse Auction	Not Applicable

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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or ‘**SBG**’ hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement ,Installation, Commissioning, maintenance and warranty of Immersive Video Conferencing facility in State Bank of India.
- ii. In order to meet the IT hardware requirements, the Bank proposes to invite Bids from eligible Bidders to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Product and **Services** desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Product and **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.

2. DISCLAIMER:

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

3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. *<Strike off whichever is not applicable>.*
- 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 entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as TC1 (combining technical and commercial scoring as mentioned in RFP) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“The Equipment/Product”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“Services”** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.
- ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of Product.

4. SCOPE OF WORK:

As given in **Appendix-E** of this document.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with options of multiple OEMs shall also be considered Bid submitted on behalf of multiple OEMs.
 - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-Q** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

6. COST OF BID DOCUMENT:

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

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-O** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. 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-J**.
- vii. No interest is payable on EMD.
- 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.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **‘Technical Proposal for supply of Immersive Video Conferencing Solution in response to the RFP No. SBI/GITC/NW&C/19-20/670 dated: 06.12.2019.’** This envelope should contain following documents and properly sealed:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder’s letter head.
 - (c) Proof of remittance of EMD and Tender Fee as specified in this document.
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder’s details as per **Appendix-D** on Bidder’s letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) Detailed explanation of functioning of hardware/firmware. Licensing details of operating software/firmware.
 - (h) Undertaking of Authenticity as per **Appendix-G**.
 - (i) Format for Manufacturer’s Authorization Form (MAF) as per **Appendix-H**. In case of multi OEM solution, MAF should be provided for each individual component from respective OEM.
 - (j) A copy of board resolution along with copy of power of attorney (POA) to sign the Bid document.
- ii. A second sealed envelope prominently marked as **Commercial Price Bid** for supply of _____ in response to the **RFP No. _____** dated _____. This envelope should contain only Final Commercial Price Bid strictly on the lines of **Appendix-F and Appendix-F-1**. The Commercial 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 Product and Services it proposes to supply.
- (b) A soft copy (Signed Scanned copy of the technical Bid) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.
- (c) While submitting the Technical Bid, literature on the hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
- (d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (e) 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 and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Final Commercial Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- (l) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
- (m) The Bid document shall be spirally bound.
- (n) The Bank reserves the right to reject Bids not conforming to above.
- (o) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- (p) All the envelopes shall be addressed to the Bank and deliver at the address given in Schedule of Events of this RFP and should have name and address of the Bidder on the cover.

- (q) If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iii. 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.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

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

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN FINAL COMMERCIAL BID:

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Final Commercial bid shall remain valid for duration of 6 calendar months from the date of opening of final commercial bid.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and

conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial price bid opening and further RFP evaluation process.

- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Product and Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Product. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Product to support all the required functionalities at their cost in their lab or those at other organizations where similar Product is in use.
- 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.

- iii. The technical evaluation will be based on minimum technical specification as mentioned in appendix-c and total score of **400** marks (categories into quantitative and qualitative parameters) specified thereon in separate table as “*Technical Evaluation Matrices*”.

17. EVALUATION OF COMMERCIAL PRICE BIDS AND FINALIZATION:

- i. The envelope containing the final commercial price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All commercial price bids which are higher than 30% of the lowest commercial price bid amongst technically qualified Bidders will not be considered for further evaluation of TC1 Bidder.
- iii. The Bidder will be selected as TC1 based on net total of the technical score and price evaluation (as quoted in commercial bid) i.e. commercial score. Formula for arriving at TC1 bidder will be as under:

Weightage of Technical/ Commercial will be in 70/30 ratio.

Techno Commercial Evaluation Total Score =

$$[T/T(HIGH)] * 0.70 + [C(LOW)/C] * 0.30$$

Where:

T	Technical score of the bidder
T(High)	Highest Technical Score of qualified bidders
C	Commercial price of the bidder
C(Low)	Lowest Commercial price of qualified bidders

For Example:

Sr.	Bidder (M/s)	Tech. Marks	$X = [T/T(HIGH)] * 100$	A = $X * .70\%$	Amt. in Rs.	$Y = [C(LOW)/C] * 100$	B = $Y * .30$	Total Score (A+B)
1	Bidder1	70	97.22	68.05	200	100.00	30.00	98.05
2	Bidder2	71	98.61	69.02	207	96.62	28.99	98.01
3	Bidder3	72	100	70	205	97.56	29.27	99.27

Here contract will be awarded to **Bidder3**

Note: In case of tie between two or more bidders for the highest total combined score, then the bidder with highest technical score amongst such bidders shall be the successful bidder.

- iv. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F and Appendix-F-1**, failing which Bank may take appropriate action.
- v. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Total cost of Products/Services along with cost of all items specified in **Appendix-**

F and Appendix-F-1 would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in final price bid.

- ii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iii. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- iv. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- v. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vii. 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.
- viii. 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.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the

successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

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

21. WAIVER OF RIGHTS:

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

22. CHANGE IN ORDERS:

- i. The Bank may, at any time, by a written order given to Service Provider, make

changes within the general scope of the Contract in any one or more of the following:

- (a) Method of shipment or packing;
 - (b) Place of delivery;
 - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

23. CONTRACT AMENDMENT:

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

24. 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.

25. 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-J** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect the interest of the Bank against delay in

supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

26. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES:

- i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.
- ii. For purposes of this clause, “origin” means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

27. DELIVERY, INSTALLATION AND COMMISSIONING:

- i. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Service Provider will have to supply the Product(s) in ‘Factory Sealed Boxes’ with System OEM seal.
- iii. Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-E** of this document.
- iv. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this RFP.
- v. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated

software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider has to resolve any problem faced during installation and operationalisation.

vi. In addition, Service Provider will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalised) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from Service Provider on the lines of format/certificate on the lines of **Appendix-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including hardware equipments/ components/ software), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.

vii. The details of the documents to be furnished by Service Provider 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 of the package.
- (d) Insurance Certificate.
- (e) Manufacturer's warranty certificate.

viii. The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.

ix. For the system & other software/firmware required with the hardware ordered for, the following will apply: -

- (a) Service Provider shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
- (b) Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
- (c) In case Service Provider is providing software/firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.
- (d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

28. SERVICES:

- i. Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- ii. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- iii. Service Provider shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.
- iv. Service Provider shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost. Service Provider should bring to notice of the Bank all releases/ version changes.

- v. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Service Provider has to support older versions of the OS/firmware/middleware etc in case the Bank chooses not to upgrade to latest version.
- vi. Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.
- vii. All product updates, upgrades & patches shall be provided by Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- viii. Service Provider shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.
- ix. Service Provider shall keep the Bank explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc should ensure support during warranty and AMC/ATS/S&S.

29. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. Service Provider shall support the Product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in the RFP) as specified in Scope of Work in this RFP.
- ii. During the warranty and AMC period (if included in the RFP), Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Bank. During the support period (warranty and AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and 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 designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the

Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, 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 RFP, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at any other locations wherever required, whenever it is essential. In case of failure of Product (hardware, system software or any of its components), Service Provider shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity defined in RFP.

- iv. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
- v. Warranty/ AMC (if included in the RFP) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- vi. Support (Warranty/ AMC, if included in the RFP) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-H** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. 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.
- vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - (a) Diagnostics for identification of systems failures
 - (b) Protection of data/ Configuration
 - (c) Recovery/ restart facility
 - (d) Backup of system software/ Configuration

- viii. 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.
- ix. Service Provider 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.
- x. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.
- xi. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

30. PENALTIES/SLA CONDITIONS:

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

31. 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.

32. INSPECTION AND TESTING:

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's location.
- ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:
 - (a) Service Provider shall intimate the Bank before dispatching Products for conducting inspection and testing.
 - (b) Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and burn-in tests at full load, quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by the Bank or its authorized agency before dispatch of Products. In case of failure by Service Provider to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging and

other incidental expenses of the Bank's representatives to be borne by Service Provider.

- (c) Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider. However, the Bank may at its sole discretion, waive inspection of Products.
 - (d) In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.
 - (e) The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to the Bank.
 - (f) Nothing stated herein above shall in any way release Service Provider from any warranty or other obligations under this RFP.
- iii. The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this RFP.

33. 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.).

34. SUBCONTRACTING:

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

35. INSURANCE:

- i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on “All Risks” basis, valid for a period of one month after delivery of Products at the defined destination.
- ii. Should any loss or damage occur, Service Provider shall:
 - (a) initiate and pursue claim till settlement and
 - (b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

36. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of minimum 5 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

37. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 37 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 37(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.

38. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.

39. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

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

40. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider will be responsible for arranging and procuring all relevant permissions / road permits etc. for transportation of Product to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. Service Provider is obliged to work in co-ordination with the Bank's staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.
- iv. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.

- vi. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under ‘Non-Disclosure Agreement’ in **Appendix-N** of this RFP.

41. TECHNICAL DOCUMENTATION:

- i. Service Provider shall deliver the following documents to the Bank for every hardware / firmware / software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ computer based tests, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. Service Provider shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- iii. Service Provider shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

42. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / Product supplied by Service Provider for the Bank as part of this RFP, Service Provider shall have right to use as well as right to supply such Product including embedded software / hardware. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank’s prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software/hardware or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank’s rights under this RFP.
- iii. Subject to clause 42.iv and 42.v of this RFP, Service Provider, 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 of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/Product under this RFP.

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

43. LIQUIDATED DAMAGES:

If Service Provider fails to deliver Product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP, the Bank may, without prejudice to its other remedies under the RFP, 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.

44. 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.

45. FRAUD & CORRUPT PRACTICES:

- 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 an Application 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. Without prejudice to the rights of the Bank under Clause 45(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 EOIRFP issued by the Bank during a period of 2 (two) years from the date if such 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, as the case may be.

iii. 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;

46. TERMINATION FOR DEFAULT:

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

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

Prior to providing a written notice of termination to Service Provider under clause 46 (i) (a) to 46 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Product and / or 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 Service Provider or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. 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.

47. FORCE MAJEURE:

- i. 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.
- 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.

48. 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.

49. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, 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.

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

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider shall continue work under the Contract during the arbitration

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

- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

51. GOVERNING LANGUAGE:

The governing language shall be English.

52. 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 Mumbai.

53. TAXES AND DUTIES:

- i. 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 Bidder shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix-F and Appendix-F-1**).
- 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 Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F and Appendix-F-1** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F and Appendix-F-1** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F and Appendix-F-1**.
- iv. Prices payable to Bidder as stated in the Contract shall be firm and not subject to

adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

54. 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.

55. TENDER FEE:

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

56. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units and Start-up* company are exempted from payment of EMD and tender fee provided the Products and/or Services they are offering, are manufactured and/or Services rendered by them. Exemption as stated

above is not applicable for selling products and/or services, manufactured/ 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. NSIC certificate/ Udyog Aadhar Memorandum 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.

57. NOTICES:

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

Part-II

Appendix –A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid Envelope)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI/GITC/NW&C/19-20/670 dated: 06.12.2019

~~~~~

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 supply, Install, test, commission and support the desired Products detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Final prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The final 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 Products/Services mentioned in this RFP in our final price Bid.
- The rate quoted in the final 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 also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the RFP.
- 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-M** 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. The commercial bidding process of opening and scoring will be as per the evaluation process mentioned in Part I(above) clause number 17.
- ix. 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.
- x. 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.

- xi. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xii. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiii. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xiv. 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.
- 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, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.
- xvii. We have submitted Hard copy of the RFP and corrigendum (if any) back to back print on A4 paper.
- xviii. We have submitted Scope of Work (appendix-E) duly printed on Letter head of the company.

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

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

**Appendix-B**

**Bidder's Eligibility Criteria**

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                           | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                                                                                                                                 |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2.            | The Bidder must have an average turnover of minimum Rs.50.00 Crore during last 3 financial year(s). ##                                                                                                                                                                                                                                                                |                            | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current _____ year may be submitted.)              |
| 3.            | The Bidder should be profitable organization (based on PBT) for the last 3 financial years ##                                                                                                                                                                                                                                                                         |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |
| 4.            | Bidder should have experience of minimum 5 years in providing the Collaboration Products/Services.##                                                                                                                                                                                                                                                                  |                            | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                   |
| 5             | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past. At least 5 client references are required and 2 out of the above 5 references should have experience in implementing Immersive video conferencing solution. |                            | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-P</b>                                                                            |



|     |                                                                                                                                                                                                                                                                               |                |                                                                                          |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------|
| 6.  | Certification Requirements.                                                                                                                                                                                                                                                   | Not applicable | Copy of the Valid Certificate(s) to be provided                                          |
| 7.  | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                         |                | Brief details of litigations, disputes, if any are to be given on Company's letter head. |
| 8.  | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |                | Bidder should specifically certify in <b>Appendix A</b> in this regard.                  |
| 9.  | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.                   |                | Bidder should specifically certify in <b>Appendix A</b> in this regard.                  |
| 10. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.                                                                                                                    |                | Bidder should specifically certify in <b>Appendix A</b> in this regard.                  |

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

**##: Norms related to startups vide DPIIT, Ministry of Commerce & Industry will apply.**

**Name & Signature of authorised signatory**

**Seal of Company**

## Appendix-C

### Technical & Functional Specifications

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

| Sr. No.  | Technical Specification                                                                                                                 | Description                                                                                                                                                                                                                       | Compliance (Yes/No) | Reference for Compliance |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------|
| <b>A</b> | <b>Video</b>                                                                                                                            |                                                                                                                                                                                                                                   |                     |                          |
| A.1      | The system should support latest industry Video standards including H.323 and/or SIP.                                                   | H.323 provides well-defined system architecture, implementation guidelines that cover the entire call set-up, call control, and the media used in the call. SIP designed to work hand in hand with other core Internet protocols. |                     |                          |
| A.2      | Should support H.264, Extended 264/ or H265                                                                                             | Converting digital video into a format that takes up less capacity when it is stored or transmitted                                                                                                                               |                     |                          |
| A.3      | H.264/ or H265 in an Encrypted call should be possible                                                                                  | Encryption of both Audio/Video and content.                                                                                                                                                                                       |                     |                          |
| A.4      | H.264/ or H265 with minimum 1080p should be possible when sending or receiving two live video sources simultaneously on people display. | For clear and smoother video quality                                                                                                                                                                                              |                     |                          |
| A.5      | Should have minimum 1080p resolution in Motion mode from day one.                                                                       |                                                                                                                                                                                                                                   |                     |                          |
| A.6      | Should support H.239 and/or BFCP protocols                                                                                              | To manage diverse types of content being shared across multiple participants                                                                                                                                                      |                     |                          |
| A.7      | Endpoint functionality should be controlled by remote handset/Touch Panel (Min 1 for 6 participants)                                    | To provides an intuitive and easy-to-use interface.                                                                                                                                                                               |                     |                          |

|          |                                                                                                                                                                              |                                                                                                                                                                                                                                    |  |  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| A.8      | AES-256 Media Encryption                                                                                                                                                     | Hiding video from unintended audiences                                                                                                                                                                                             |  |  |
| <b>B</b> | <b>Audio</b>                                                                                                                                                                 |                                                                                                                                                                                                                                    |  |  |
| B.1      | System should support latest industry audio standards or equivalent. G.711/G.722/G.729 MPEG-4 AAC-LD standard or any other equivalent wide band protocols must be supported. | Protocol that compress the sound of your voice for easier transmission during an internet phone call, decompressing it on the other end.                                                                                           |  |  |
| B.2      | Automatic Noise Reduction Suppression, Automatic Gain control, Active Lip synchronization                                                                                    |                                                                                                                                                                                                                                    |  |  |
| B.3      | Should support Microphones for high-quality audio pick-up. The positioning of microphone should not capture noise disturbance.                                               |                                                                                                                                                                                                                                    |  |  |
| B.4      | Echo Cancellation for every microphone must be available.                                                                                                                    |                                                                                                                                                                                                                                    |  |  |
| B.5      | AES-256 Media Encryption                                                                                                                                                     | Encrypting audio calls                                                                                                                                                                                                             |  |  |
| B.6      | Dynamically Steered Microphone.                                                                                                                                              | "Dynamically steered Microphone" means the participant audio at far end should be audible from the direction participant is speaking. For eg: If the right side person on the screen speaks the audio should come from right side. |  |  |
| B.7      | Speakers should be positioned as an integrated part of Immersive video conferencing Screen, no external hardware.                                                            |                                                                                                                                                                                                                                    |  |  |
| <b>C</b> | <b>Camera</b>                                                                                                                                                                |                                                                                                                                                                                                                                    |  |  |
| C.1      | Integrated camera.                                                                                                                                                           | Not less than 3, should be part of solution.                                                                                                                                                                                       |  |  |
| C.2      | Optimal Eye Contact and whole room experience.                                                                                                                               |                                                                                                                                                                                                                                    |  |  |

| D   | Display Screen                   |                                                                                                                                                                                                                                                                                  |  |  |
|-----|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| D.1 | Participants display             | Minimum two (65" or above) Immersive video conferencing Screen with 4K UHD resolution.                                                                                                                                                                                           |  |  |
| D.2 | Content display                  | Minimum one 50" LCD/LED display screen (Full HD (1920x1080))                                                                                                                                                                                                                     |  |  |
| D.3 | Participants/Content Swap        | Preferably, should support moving content display material to participants display.                                                                                                                                                                                              |  |  |
| E   | Integrated Table Accessories     |                                                                                                                                                                                                                                                                                  |  |  |
| E.1 | Laptop/Desktop interface.        | Such as HDMI and VGA Port, USB-C interface devices compatibility, digital presentation connectors for Latest PC/Tablet/Laptop Model for local or remote content sharing. Set of above should be provide for couple of participant i.e. 3 set in case of 6 participant and so on. |  |  |
| E.2 | Ethernet                         | Minimum 2 Ethernet cable for LAN/Internet/Intranet Connectivity shared for couple of participant i.e. 3 set in case of 6 participant and so on.                                                                                                                                  |  |  |
| E.3 | Integrated electrical Power unit | Minimum 10 to be used for connecting Laptop /Mobile /Electronic device for power input (for UK/US/India kind of adaptor) following <b>International Standards IEC 60320.</b>                                                                                                     |  |  |
| E.4 | Control Panel                    | Minimum 1 to give an intuitive and easy-to-use interface at each site. However bidder should provide upgradable software released as and when released by OEM.                                                                                                                   |  |  |
| F   | Touch Control Interface          |                                                                                                                                                                                                                                                                                  |  |  |
| F.1 | Power Facility                   | PoE and/ or Power Cable                                                                                                                                                                                                                                                          |  |  |
| F.2 | Resolution Facility              | Minimum 1280 x 800                                                                                                                                                                                                                                                               |  |  |
| F.3 | Manageability                    | Minimum one USB port for software update.                                                                                                                                                                                                                                        |  |  |

|          |                                                                                                                                     |                                                                                                                                                                                                                                           |  |  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| F.4      | Directories Entries & Dialing Logs                                                                                                  | Minimum 200 directory entries with log retention period of 1 month.<br><br>The local directory dialing and log record functionality should be facilitated through control interface.                                                      |  |  |
| F.5      | User login                                                                                                                          | Should be password protected.                                                                                                                                                                                                             |  |  |
| <b>G</b> | <b>Network Interface</b>                                                                                                            |                                                                                                                                                                                                                                           |  |  |
| G.1      | Presentation Input                                                                                                                  | Should have DVI (Digital Video Interface) /HDMI and VGA (Digital Video Interface) input to connect PC/ Laptop directly to the video conferencing system and display resolutions from minimum of WXGA (1280 x 768) to 1080p (1920 x 1080). |  |  |
| G.2      | Content Display                                                                                                                     | Minimum 1 HDMI interface and provision for connecting additional 1 (total 2) display screen should be provided.                                                                                                                           |  |  |
| G.3      | LAN Ports                                                                                                                           | Minimum 6 Ethernet-- 10/100/1000 Mbps full duplex ports for LAN devices.                                                                                                                                                                  |  |  |
| <b>H</b> | <b>Security</b>                                                                                                                     |                                                                                                                                                                                                                                           |  |  |
| H.1      | Should support Password protected system menu.                                                                                      | UserName and password to be entered for login into system.                                                                                                                                                                                |  |  |
| H.2      | ITU-T and IEEE standards based Encryption of the video call and Content.                                                            |                                                                                                                                                                                                                                           |  |  |
| H.3      | Call should be encrypted end-to-end on IPV4 and IPv6                                                                                |                                                                                                                                                                                                                                           |  |  |
| H.4      | Should have support for H.235.1/ H.235 v2 & v3 to authenticate central gatekeeper for trusted Endpoints for H.323 supported system. |                                                                                                                                                                                                                                           |  |  |
| H.5      | Should have support to secure SIP call using TLS protocol.                                                                          |                                                                                                                                                                                                                                           |  |  |

|          |                                                                                                                                                                               |                                                                                                                                                                                                                                 |  |  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| H.6      | Any up-to-date video conferencing related security protocols should be supported on immersive video conferencing solution.                                                    |                                                                                                                                                                                                                                 |  |  |
| H.7      | Should support Standards-based AES-256 Encryption via Automatic key generation and exchange. The same should be available in a call with Video and presentation (dual video). |                                                                                                                                                                                                                                 |  |  |
| H.8      | Secure device management protocols should be supported                                                                                                                        | HTTPS and /or secure SSH                                                                                                                                                                                                        |  |  |
| <b>I</b> | <b>Room Specifications</b>                                                                                                                                                    |                                                                                                                                                                                                                                 |  |  |
| I.1      | Operating temperature for the system                                                                                                                                          | 16 deg. to 35 deg.                                                                                                                                                                                                              |  |  |
| I.2      | Operating Lighting illumination                                                                                                                                               | Minimum 400 Lux                                                                                                                                                                                                                 |  |  |
| I.3      | Operating Noise level                                                                                                                                                         | 43 dBA or below, at a standard of under 30 NC                                                                                                                                                                                   |  |  |
| I.4      | Reverberation                                                                                                                                                                 | Human voice is the main source of audio in Tele-Presence Conference Room. There should be Optimal range (in msec) to avoid detrimental to speech intelligibility,                                                               |  |  |
| I.5      | Electrical and Spatial Separation                                                                                                                                             | <b>Electrical Separation:</b> For safety against any electric shock or fault.<br><br><b>Spatial Separation:</b> Take into account the current position of the devices and not demand any complex changes during implementation. |  |  |
| <b>J</b> | <b>Make of non-IT components</b>                                                                                                                                              |                                                                                                                                                                                                                                 |  |  |
| J.1      | Modular Ceiling                                                                                                                                                               | Armstrong/AMF/ Hunter douglas                                                                                                                                                                                                   |  |  |
| J.2      | Commercial Ply wood                                                                                                                                                           | Greenply/ Century/ Duro/ Archid                                                                                                                                                                                                 |  |  |

|            |                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| J.3        | Marine Plywood                                                                                                                              | Greenply/ Century/ Duro/<br>Archid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |
| J.4        | Laminates                                                                                                                                   | Merino/ Green/ Century                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |
| J.5        | Carpet                                                                                                                                      | Ecosoft/ Interface/ CCIL/<br>Unitex                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
| J.6        | Chairs                                                                                                                                      | Godreaj/ Fedarlit/ Stillcase/<br>Wipro                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |
| J.7        | Light Fittings                                                                                                                              | Wipro/ Philleps/ Havells                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |
| <b>K</b>   | <b>Room Aesthetics<br/>Requirement</b>                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
| <b>K.1</b> | Acoustic False Ceiling In<br>conference hall                                                                                                | Supplying and fixing Acoustics<br>false ceiling tiles ceiling tiles<br>made of wood fiber cement<br>composition 15 mm thick and<br>covered with acoustically<br>transparent fabric side with<br>NRC 0.90 using backed with<br>rockwool lining, 50mm thick<br>48 kg/m3 density inserted in<br>GI steel framed structure 50<br>x50 x 0.55 channels and 48 x<br>50 x0.55 mm strudes screw<br>fixed on walls. The rock wool<br>will be wrapped in tissue fiber<br>matt support suitably with GI<br>wire the Fabrce will be of<br>choice colour, in line and level<br>with gripper etc.to be finished<br>as per the direction of Engineer<br>- in charge. |  |  |
| <b>K.2</b> | <b>Acoustic Partitions:</b><br><br>Acoustic Full Height Solid<br>Partition With<br>Combination Of Laminate<br>And Acoustic Fabric<br>Panels | Providing, supplying and<br>fixing in position of the Full<br>height solid partition 3" thk<br>with 2"x2" t.w section of good<br>quality with 9 mm thk ply<br>BWR and finished inside the<br>room with 18mm thick ply<br>boxes of 2'-0"x4'-0" at intervals<br>of 2'-0" With 1mm thk<br>laminates only to boxes of<br>approved samples by<br>architect/Engineer - in charge<br>and Supplying and fixing Wall<br>Acoustics fabric panel with<br>NRC 0.90 using stretched<br>fabric system backed with<br>rockwool lining, 50mm thick                                                                                                                   |  |  |



|            |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |
|------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|            |                           | 48 kg/m <sup>3</sup> density inserted in GI steel framed structure 50 x 50 x 0.55 channels and 48 x 50 x 0.55 mm strudes screw fixed on walls. The rock wool will be wrapped in tissue fiber matt support suitably with GI wire the fabric will be of choice colour stretched in line and level with gripper etc.to be finished as per the architect. Shall be inclusive of all the material, labour, hardware, transportation necessary required for the complete execution of the item. |  |  |
| <b>K.3</b> | <b>ACOUSTIC PANELLING</b> | Supplying and fixing Wall Acoustics fabric panel with NRC 0.90 using stretched fabric system backed with rockwool lining, 50mm thick 48 kg/m <sup>3</sup> density inserted in GI steel framed structure 50 x 50 x 0.55 channels and 48 x 50 x 0.55 mm strudes screw fixed on walls. the rock wool will be wrapped in tissue fibre matt support suitably with GI wire the fabric will be of choice colour stretched in line and level with gripper etc.to be finished as per the architect |  |  |
| <b>K.4</b> | <b>CARPET FLOORING</b>    | Providing & Laying Carpets tiles 100% Poly Propylene or Graphic Loopile or Pile Fiber with 100%BCF Poly Propylene backing with density Factor& Tufted Pile height be 4mm or 5mm with Moth Proofing natural resistant with Static Generation under 3.5 KV with Primary backing complete as per design to be laid on site as per the plan. Carpet to be covered with back plastic after installation till handover.                                                                         |  |  |

|            |                                 |                                                                                                                                                                                                                                                                                                       |  |  |
|------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>K.5</b> | <b>LIGHTING</b>                 | <p>1. 2' x 2' LED light Fixture having System Power of 36 W, CRI &gt; =70, System lumens&gt;=3000 should be used.</p> <p>2. It should be installed at the ceiling height of the room at such a way that it should render Minimum 400 lux at table height and covering the facial of the audience.</p> |  |  |
| <b>K.6</b> | <b>Furniture &amp; Fixtures</b> | All furniture and fixtures should be of international standard and as per OEM recommendation.                                                                                                                                                                                                         |  |  |

**Note:**

1. The Immersive video conferencing solution should be capable to be integrated with Hardware based as well as Software based MCUs. All the proposed Make/models should be available globally. All components of Immersive video conferencing solution be preferably from same OEM.

2. The Bank has deployed a Management & Scheduling and Gatekeeper solution at the central location. The proposed Immersive video conferencing solution make/models should be fully compatible and interoperable (relevant supporting document to be provided) with the Bank's existing central infrastructure i.e. **Centralized video conferencing solution from Polycom** (as OEM), with or without any additional device so that the following features can be achieved:

- a) The systems/Solution should compatible and interoperable with other OEM VC equipment (MCU / endpoints) currently installed in the Bank.
- b) All the equipment should support IPv4 and IPv6 and related security protocols.
- c) The immersive video conferencing solution should be preferably centrally managed, monitor and provision with Bank's existing VC solution.
- d) The immersive video conferencing solution should be able to connect with Normal VC endpoint as well as using laptop while travelling.

**Details of Centralized Video Conferencing infra as follows:**

- 1. RPCS 1800
- 2. Polycom DMA.
- 3. Polycom RealPresence Resource Manager
- 4. Polycom RealPresence Access Director
- 5. Poycom One Touch Dialling
- 6. Polycom Content connect
- 7. Polycom Cloud relay
- 8. Harman media suite for recoding

**No solution will be further considered for evaluation, if failed to comply above clause no. 2.**

3. Attach solution document and detailed bill of material (make, model, OS details: version, date of release, date of release of next version, end of sale & support date, product development path, etc. whichever applicable) in below format:

| Sr. No. | Component | OEM Make:<br>OEM Model: | Part Code ID | Count | Data Sheet<br>Reference | Remark<br>(If any) |
|---------|-----------|-------------------------|--------------|-------|-------------------------|--------------------|
|         |           |                         |              |       |                         |                    |

**Technical Evaluation Matrices**

| SR. NO.  | EVALUATION PARAMETERS                                                                                                                                                                                                                | MAX. MARKS | WEIGHT-AGE (In %) | BIDDER's RESPONSE |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|-------------------|
| <b>1</b> | <b>Degree of homogeneity</b> in the components (such as a. Codec b. Camera c. Speaker d. Microphone e. participants and content display f. Control Unit) of immersive video conferencing solution based on the following parameters: | 120        | 30                |                   |
| 1.1      | All the above six components from same OEM                                                                                                                                                                                           | 120        |                   |                   |
| 1.2      | 5 out of all the above six components from same OEM (flexibility for providing professional grade display screen /or speakers from other OEM)                                                                                        | 100        |                   |                   |
| 1.3      | 4 out of all the above six components from same OEM (flexibility for providing professional grade display screen and speakers from other OEM)                                                                                        | 80         |                   |                   |
| 1.4      | Less than 4 out of all the above six components from same OEM.                                                                                                                                                                       | 0          |                   |                   |
| <b>2</b> | <b>Product warranty and support:</b>                                                                                                                                                                                                 | 30         | 7.5               |                   |
| 2.1      | 8 years                                                                                                                                                                                                                              | 30         |                   |                   |
| 2.2      | 7 years                                                                                                                                                                                                                              | 20         |                   |                   |
| 2.3      | 6 years                                                                                                                                                                                                                              | 10         |                   |                   |
| 2.4      | 5 years                                                                                                                                                                                                                              | 0          |                   |                   |
| <b>3</b> | <b>Deployment of immersive video conferencing infrastructure Solution (Including room remediation) by a bidder/OEM in India. Each deployment with minimum of 3 locations will be considered.</b>                                     | 60         | 15                |                   |
| 3.1      | 5 and above                                                                                                                                                                                                                          | 60         |                   |                   |
| 3.2      | 4                                                                                                                                                                                                                                    | 30         |                   |                   |
| 3.3      | 3                                                                                                                                                                                                                                    | 15         |                   |                   |
| 3.4      | Less than 3                                                                                                                                                                                                                          | 0          |                   |                   |

|     |                                                                                                                                                                                                                                                                      |    |     |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|--|
| 4   | <b>Audio and Acoustic, Video, Protocol Suite, Display screen, Camera</b>                                                                                                                                                                                             | 30 | 7.5 |  |
| 4.1 | <u><b>Audio subsystem:</b></u><br>A. G.167 or P.340 & G.161 Compatible acoustic echo cancellation.                                                                                                                                                                   | 6  |     |  |
| 4.2 | <u><b>Video subsystem:</b></u><br>A. H.265(High Efficiency Video Coding) : 3 marks<br><br>B. 4K resolution should be possible when sending or receiving live video stream on people and content display.: 3 marks                                                    | 6  |     |  |
| 4.3 | <u><b>Protocol Suite:</b></u><br>A. H.323 and SIP dual stack                                                                                                                                                                                                         | 6  |     |  |
| 4.4 | <u><b>Participant Display Screen:</b></u><br>A. 10 to 12 bit color depth : 3 marks / 8 bit color depth : 1 marks<br>B. Bezel width up to 6 mm : 3 marks / Bezel width 6 mm to 8 mm : 1 marks<br><br><b>Note: Here, bezel width refer to single display unit</b>      | 6  |     |  |
| 4.5 | <u><b>Cameras :</b></u><br>A. 65 degree or above horizontal field view, 1920 x 1080/p60 pixels resolution                                                                                                                                                            | 6  |     |  |
| 5   | <b>Control Interface, Multipoint-Conference Layout.</b>                                                                                                                                                                                                              | 30 | 7.5 |  |
| 5.1 | <u><b>Control Interface features:</b></u><br>A. PoE/ or Wi-Fi & Power cable , Remote management, Annotation: 10 marks<br>B. PoE/ or Wi-Fi & Power cable, Remote management: 8 marks<br>C. Ethernet & Power cable / or Wi-Fi & Power cable, Local management: 6 marks | 10 |     |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |            |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|--|
| 5.2 | <b><u>Multipoint-Conference Telepresence Layout:</u></b><br><b>A.</b> Number of remote sites visible on the participant display at a time $\geq 20$ : 20 marks<br><b>B.</b> Number of remote sites supported on the participant display at a time in the range of 15(inclusive) to 20 : 15 marks                                                                                                                                                                                                                                                                                                                                                                       | 20         |            |  |
| 6   | <b>ISO Certifications by OEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 30         | 7.5        |  |
| 6.1 | ISO 9001 Certification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 15         |            |  |
| 6.2 | ISO 27001 Certification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 15         |            |  |
| 7   | <b>Total Evaluation Marks for Quantitative Parameters</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>300</b> |            |  |
| 8   | <b>Total Evaluation Marks for Qualitative Parameters by External Reviewing Committee:</b><br><br>The Committee may consider below parameters while reviewing the solution but are not exhaustive:<br><br>1. The committee will evaluate the solution based, among other things, on the seating quality, table accessories, touch control features, perceived quality of the audio and video, ability to pair additional devices, immersive VC experience in case of two or more screen solution, and cameras positioning quality.<br><br>2. Extra features beyond the minimum requirement that showcase the vendor specialty and can provide enhanced user experience. | 100        | 25         |  |
|     | <b>Total Maximum Marks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>400</b> | <b>100</b> |  |
|     | <b>Passing Criteria (70% of total marks)**</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>280</b> |            |  |

**\*\*Bidders who will qualify above technical qualification criteria and minimum scoring, will only be eligible for further RFP evaluation process.**

**Name & Signature of authorised signatory**

**Seal of Company**



**Appendix-D**

**Bidder Details**

**Details of the Bidder**

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<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 |         |
| 9      | Details for EMD Refund:-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code                                                                              |         |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-E**

**Scope of Work and Payment Schedule**

1. Vendor should ensure supply, installation, maintenance and warranty support for all onsite components of Immersive Video Conferencing Solution (hardware, software, license, firmware, middleware and other peripherals etc. including tables) preferably from same OEM (other than room renovation, chairs, tables and fixture but should be as per OEMs recommendation) along with its integration with the Bank's centralized video conferencing infrastructure. Heterogeneity in the components will incur a lower technical score. Degree of heterogeneity and the corresponding score will be decided by the evaluation committee. The vendor should also supply all required materials/equipment/labour for renovation of the concerned rooms and will renovate the rooms as specified in this RFP. The solution should be supplied, delivered, and commissioned within 12 weeks from the date of purchase order at the location tentatively detailed as per Appendix-R, during normal office hours and as per the time schedules mentioned in the purchase order.

**Note:** The Immersive Video Conferencing Solution shall be deemed commissioned when all the immersive VC units are installed and integrated with Bank's central solution at one hour's test VC is conducted from all locations with different types of endpoints.

2. Vendor has to provide all necessary hardware and software required to make the Immersive Video Conferencing Solution work strictly as per the requirement stipulated in this RFP. 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.

3. The Bidder should provide a "Project implementation/Management team" for implementation of solution till the solution is accepted by Bank.

4. **Advance features:** The solution should provide Conferencing and collaboration capabilities which include audio and video conferencing, as well as collaborative capabilities such as dynamic steering audio, content sharing display, control panel, integration with Skype-for-business (SFB) and Microsoft teams.

5. The solution should also have functionality for point to point (with another immersive end-point) and point to multi-point video / audio calling capability.

6. The solution should provide enough security to prevent unauthorized participation of unsolicited members.

7. Bidder shall ensure that during various phases of implementation and during the contract period, the performance, security, etc. of the centralized video conferencing setup/network is not compromised and there should not be any security breach in case third party joins video conferencing through private devices.

**Note:** Please detailed pre-requisites in support of above clause expected from Bank's centralized video conferencing infrastructure.

8. However, if during the contract period it is found that one or more features specified in this RFP is/are not supported by the solution, the bidder has to replace earlier supplied devices with devices meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the bidder.

9. Bidder shall ensure that all supplies (hardware, software etc.) must not be End of Life (EoL) and End-of-Software Support (EoSS) for minimum 5 years from the date of purchase order. However, evaluation scoring will be done, based on support period by a bidder, as mentioned above.

10. In case the OEM has not declared the EoL/EoSS dates for the solution components proposed by the bidder, the bidder has to submit a letter of undertaking from the OEM on OEM's letterhead confirming (a) OEM has not declared the EoL/EoSS dates for the products under reference as on the date of issue of the letter (which shall be on or after the release date of the RFP), and (b) the products shall not be EoL/EoSS minimum 5 years from the date of purchase order of the same. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of the relevant solution components with components having equivalent or higher specifications (working in Bank's environment) which will not reach EoL/EoSS for the remaining duration of the contract, at no extra cost to the Bank. This replacement must be completed 6 months prior to the date of EoL/EoSS of the current solution components.

11. The Immersive Video Conferencing Solution shall include all components and subcomponents including power cables, accessories, modules, and hardware/software licenses (required for commissioning of the solution as a part of RFP) and shall be supplied by the bidder at no extra cost to the Bank.

12. Bidder has to provide Immersive Video Conferencing Solution along with mounting kits to accommodate all components in the room space provided in the Bank's premises.

13. All necessary entitlements/ papers of license for both hardware and software should be provided to the Bank by the bidder.

14. The Bidder shall arrange to provide one time exhaustive training at OEM's premises and/or at the designated locations where setup has been made by bidder in the Bank (prior to implementation or as per the schedule given by the Bank) to the Bank's nominated persons (not more than 5 persons). The training should be as per the setup done by the bidder for the Bank. Training plan, scope and duration of the same to be shared with the Bank and has to be mutually agreed before finalizing the training. Refresher course is required every year.

15. The bidder must have necessary expert technical staff/Project Manager with certification from the OEM to understand the technical problems and provide proper resolution. Bidder has to appoint an onsite project manager with minimum 5 years' experience in executing similar projects for supervising the installation, commissioning and execution of the project. Bank reserves the right to ask for a change in the Project Manager, depending upon qualification/experience/ performance etc.

**Minimum Qualification for Project Manager:** Degree in Electronics/Computer Engineering with industry recognized certification in “**Audio/Video Conferencing and Collaboration**”, from OEM.

**Minimum Experience for Project Manager:** Minimum 5 years' experience in handling/Installation and commissioning of similar set-up.

16. The successful bidder should be ready to shift, if required, the equipment from one place to other (within building or outside premises), uninstall and reinstall all the equipment without any additional cost to the Bank. However, transportation cost and the new room renovation charges, at the discovered rate, will be borne by the Bank. The Bidder shall be responsible for implementation of the entire setup and to bring the solution live from the new location. Hardware movement will be covered with proper insurance by the Bank to manage hardware damage in transit.

17. Vendor must submit initial escalation matrix during the installation of the solution. Thereafter, the bidder to share with the Bank the updated/revised escalation matrix as and when there is any change in the said document.

18. The Purchase Order may be placed in part or full by the Bank. The quantity of equipment to be purchased is only indicative. The Bank, however, reserves the right to procure extra quantity during the price validity period. The different components of whole solution should be delivered in one lot only, part delivery of the component covered in the Purchase Order is not permitted unless otherwise agreed to by the Bank. The movements of their shipment should be advised to the Bank well in advance.

19. The quoted product/Solution should have back-to-back warranty support from OEM during the contract period. In the event of malfunctioning of any component of complete solution during the period of warranty, the vendor should arrange to replace the faulty component with genuine part from OEM.

20. Vendor should provide support with its own resources which are on their permanent payroll.

21. Vendor should inform Bank about all release/version change of patches/ upgrades updates for hardware/software/OS/middleware etc. as and when released by the OEM. It shall be the responsibility of the bidder for the implementation of updates/upgrades/patches after obtaining prior approval from the Bank.

22. Support for minimum 5 years on all the product updates, upgrades & patches should be provided by the Bidder free of cost to the Bank for the entire duration of the contract. The Immersive Video Conferencing Solution should have adequate memory, storage, processing power etc. so that it can be upgraded/updated/patched. Any hardware up gradation required for the same shall be borne by the bidder without any additional cost to the Bank.

23. The bidder shall ensure that only qualified maintenance engineers, who are totally familiar with the equipment, shall perform all required repairs and maintenance services/activities.

24. The bidder should keep the Bank explicitly informed about the end of support dates on related products/ hardware as soon as they are declared by the OEM.

25. Bidder has to carry out a quarterly review of the system performance and accordingly carry out the following maintenance and support activities (but not limited to)

a) Diagnostic check of the performance of the entire solution as well as individual components and hardware configurations.

b) Operating system component check (for updates and vulnerabilities).

c) All necessary services & configuration for successful functioning of the solution as per the features specified in the RFP.

d) Preventive maintenance (to be performed quarterly with supporting report)

e) Trouble shooting and resolution of issues.

26. After the submission of the technical bids but before the finalizing successful bidder, the bidder shall be required to make presentation to the Bank for all the quoted products explaining the technical specification compliance as specified in the RFP. The Bank may also require the bidder to arrange for the demonstration of the features for the quoted models at bidder's deployed location(s). A technical score will be provided based on the quality of this demonstration as perceived by the evaluation committee.

27. Bidder should provide vulnerabilities and patch related information as and when released by the OEM, to the bank. In any case vulnerabilities should not be kept hidden until patch release.

28. Additional hardware, accessories, software products, etc. if required, for providing the 'Total Solution' as envisaged in the Tender Document at the location, should be specified and quoted. Required technical details/brochure of all the products offered by the Vendor duly supported by schematic diagrams and technical specifications of each component offered should be furnished along with the reasons justifying the requirement for such additional components, accessories and software products as part of the Technical Bid and furnish the cost of each of such component/s in the Commercial Bid in a sealed cover as per format given in Appendix-F and Appendix-F-1.

29. The Immersive VC Solution should work in the secured environment without causing any security breach to the other installations of the Bank. The ports to be opened on the firewalls (if required) should not be prone to any security breach and to be suggested by bidders itself during and after migration. The total solution should be able to work under the existing security set up of the Bank. The bidder must submit the list of ports and services required to be opened on the network equipment like Firewall, Router etc. at all the locations for implementing the Immersive VC solution.

30. All the necessary centralized infrastructure for conducting conference through Immersive video conferencing will be provided by the Bank. The bidder may request Bank anytime but before bid submission date on detailed understanding of centralized infrastructure.

31. Managed Ethernet switches will be provided by Bank at each location/Office, in case required for installation and commissioning of Immersive video conferencing solution.

32. The available room dimension at each site/location/Offices has already been mentioned in Appendix-R. However, if bidder in his own interest want to do site survey before Bid submission, the same may be permitted upto dated 23.10.2019 without any cost to the Bank. The authorisation for site survey will be issued by DGM (Estate), Corporate Centre. Contact details for site survey authorisation are as under:

**Deputy General Manager,  
Estate Department, State Bank of India, Corporate Centre,  
State Bank Bhavan, 9th Floor, Madame Cama Road, Nariman Point,  
Mumbai-400021.  
Phone: 022-22740930  
Email: dgm.estate@sbi.co.in**

33. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the timelines and

specifications. Successful bidder is expected to familiarize themselves with the site conditions and operationalize the solution. Bank will help with the site survey if required.

34. **Facility Management Services (FMS)**: The bidder has to arrange for detailed operational training to all the available FMS resources/Bank official(s) at designated locations. There is no dedicated FMS service required as part of the RFP for maintenance of Immersive Video Conferencing solution.

35. **Room Readiness/Facilities**: Room readiness and facility will be the responsibility of the bidder. The scope include below setup, but not limited to:

| Sr. No. | Feature List           | Description                                                                                                                                                                                                                                                                                                                                                                                         |
|---------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Seating Capacity       | 6 (Single row)<br>15 or more (Double row)                                                                                                                                                                                                                                                                                                                                                           |
| 2       | Cabling                | The cables and cabling accessories should be invisible in the room.                                                                                                                                                                                                                                                                                                                                 |
| 3       | Acoustics              | Acoustic panel on the side wall to enhance the Tele-Presence experience for the end user. Reverberation (reflection of sound) and Noise (background disturbance) level test will be performed during installation phase and post commissioning of the solution. The test will be performed by bidder and report to be submitted by bidder to the bank official or external agency for verification. |
| 4       | Lighting               | Specially-designed lighting, to enable the immersive experience with matched near end and far end illumination. Natural facial illumination, removing any dark shadows caused by top lighting and bringing studio-quality lighting to immersive Telepresence.                                                                                                                                       |
| 5       | Furniture and Fixtures | Installation of furniture and fixture to be done by bidder as per the international standard and as recommended by the respective OEM. The chairs Upholstery should be leather.                                                                                                                                                                                                                     |
| 6       | Colour                 | Color finalization for system (in case colour option available with OEM) and room remediation will be discussed with selected bidder.                                                                                                                                                                                                                                                               |
| 7       | Location/Site Name     | Should be appear at the background wall. Size of the boards will be as per OEM recommended.                                                                                                                                                                                                                                                                                                         |
| 8       | Name Plate Frame       | Name plate frames should be provided, in front of each chair with provision to place name and designation of the participating officials.                                                                                                                                                                                                                                                           |



**Note:** All the location should be of same infrastructure/Acoustics. Bank will advise the SPOC details for each location to the successful bidder. The bidder should coordinate with the respective SPOC during room renovation process and will finalize the work hours as per mutual discussion with them and will ensure to complete the activity within timelines mentioned in this RFP. However, in case of any requirement, bidder may contact the central SPOC.

**36. Project Management:**

- a) The Project Manager shall be responsible for consistent and uniform project delivery throughout the execution phase and have the authority to control all aspects of the job.
- b) The Project Manager will track and control the project delivery, daily/weekly reports are to be submitted to the Bank. He should conduct weekly review with all the vendors involved in the execution phase; this review meeting will be governed by bank officials.
- c) Primary responsibility of the Project Manager will include, below but not limited to:
  - 1. Preparation of a detailed project plan.
  - 2. Project plan execution.
  - 3. Maintain and tracking of project plan on daily basis.
  - 4. Preparation of risk log and dependency log and risk management plan.

37. Facility of Power, UPS and Network connectivity will be provided by the Bank in VC room. However, connectivity and cabling up to VC equipment will be done by successful bidder. AC provisioning will be out of scope of the RFP but the same will be done by Bank in coordination with successful bidder.

### **PAYMENT SCHEDULE**

| Sl.no. | Breakup of payment                                                                                  | Timelines                   | Payment terms                                                                                                                                                                                                                                   |
|--------|-----------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Delivery                                                                                            | 8 weeks from the date of PO | 70 % on delivery of IT and non-IT hardware and readiness of Immersive Video Conferencing Studio.                                                                                                                                                |
| 2      | Installation & Commissioning                                                                        |                             | 30% after installation/ commissioning of all devices subject to successful running of the devices in the production environment of the Bank for at least two months or at the end of three months from the date of delivery whichever is later. |
| 3      | Training Cost (Should not be bundled with product cost)                                             | For minimum 5 years         | Yearly in arrears                                                                                                                                                                                                                               |
| 4      | Warranty Support charges                                                                            | For minimum 5 years         | Yearly in arrears                                                                                                                                                                                                                               |
| 5      | AMC charges 6th and 7th if availed by the Bank, will be at Max 8% p.a of the Original product cost) |                             |                                                                                                                                                                                                                                                 |

**Appendix-F**

**Final Commercial Price Bid**

The Final Commercial Price Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “**Final Commercial Price Bid for Procurement of \_\_\_\_\_**”.

**Name of the Bidder:**

**Location:** As per Appendix-R

| Sr. No.                        | Item                                                                                                    | Quantity | Rate per item | Amount in Rs. | Proportion to Total Cost of A (in %age) # |
|--------------------------------|---------------------------------------------------------------------------------------------------------|----------|---------------|---------------|-------------------------------------------|
| i                              | Immersive video conferencing system                                                                     |          |               |               |                                           |
| ii                             | Control Unit                                                                                            |          |               |               |                                           |
| 1                              | Sub-Total (i+ii)                                                                                        |          |               |               |                                           |
| 2.                             | Installation/ Commissioning                                                                             |          |               |               |                                           |
| 3.                             | Comprehensive warranty for Products mentioned in items above for minimum 5 years from the go live date. |          |               |               |                                           |
| <b>Sub-Total (1+2+3) = 'A'</b> |                                                                                                         |          |               |               |                                           |

**Training and Certification**

| Sr. No.              | Item                                           | Quote (INR) | Proportion to Total Cost 'B' (in %age) # |
|----------------------|------------------------------------------------|-------------|------------------------------------------|
| 1.                   | Training and Certification (from OEM) for_____ |             |                                          |
| <b>Sub-Total 'B'</b> |                                                |             |                                          |

**C. Support: Not Applicable**

| Sr. No.              | Item | Quote (INR) | Proportion to Total Cost (in %age) # |
|----------------------|------|-------------|--------------------------------------|
| 1.                   |      |             |                                      |
| <b>Sub-Total 'C'</b> |      |             |                                      |

**Summary of Final Commercial Price Quote:**

| Particulars                            | Quote (INR) | Proportion to Total Cost of 'E' (in %age) # |
|----------------------------------------|-------------|---------------------------------------------|
| Location X -- (Sub-Total 'A' above)    |             |                                             |
| Training-- (Sub-Total 'B' above)       |             |                                             |
| Support -- (Sub-Total 'C' above)       |             |                                             |
| <b>Grand Total (A + B + C) = (E) *</b> |             |                                             |

# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

\* This will be the part of Total Cost of Ownership (TCO) for equipment in the final commercial bid (also refer Appendix F-1 \*\*\*)

**Breakup of Taxes and Duties**

| Sr. No.            | Name of activity/Services                                                                                            | Tax 1               | Tax 2 | Tax 3 |
|--------------------|----------------------------------------------------------------------------------------------------------------------|---------------------|-------|-------|
|                    |                                                                                                                      | Mention Name of Tax |       |       |
|                    |                                                                                                                      | GST%                |       |       |
| 1.                 | Immersive video conferencing system                                                                                  |                     |       |       |
| 2.                 | Control Unit                                                                                                         |                     |       |       |
| 3.                 | Installation/ Commissioning                                                                                          |                     |       |       |
| 4.                 | Comprehensive warranty for software and hardware mentioned in items above for minimum 5 years from the go live date. |                     |       |       |
| <b>Grand Total</b> |                                                                                                                      |                     |       |       |

**Name & Signature of authorised signatory**

**Seal of Company**

**Illustration** (Not Applicable)

| Particulars                                    | Indicative<br>Price Bid<br>Quote (INR) | Proportion<br>to Total<br>Cost 'E' (in<br>%age) of<br>indicative<br>price bid | Final<br>Price<br>(INR)<br>in<br>reverse<br>auction | Minimum<br>final price<br>should<br>not be<br>below<br>(INR) | Maximum<br>final price<br>should not<br>exceed<br>(INR) |
|------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------|
| <i>1</i>                                       | <i>2</i>                               | <i>3</i>                                                                      | <i>4*</i>                                           | <i>5</i><br>(95% of 4)                                       | <i>6</i><br>(105% of 4)                                 |
| A                                              | 25                                     | 13.16                                                                         | 9.87                                                | 9.38                                                         | 10.36                                                   |
| B                                              | 50                                     | 26.32                                                                         | 19.74                                               | 18.75                                                        | 20.72                                                   |
| C                                              | 75                                     | 39.47                                                                         | 29.60                                               | 28.13                                                        | 31.09                                                   |
| D                                              | 40                                     | 21.05                                                                         | 15.79                                               | 15.00                                                        | 16.58                                                   |
| <b>Grand Total<br/>(A + B + C + D) =<br/>E</b> | <b>190</b>                             | <b>100</b>                                                                    | <b>75</b>                                           |                                                              |                                                         |

\* Ideal final price break up based on the final price of INR 75 quoted in the reverse auction.

## Appendix-F-1

### Final Commercial Price Bid

The final commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“Final Commercial Price Bid for procurement of Room Readiness, Furniture & Fixtures require for Immersive Video Conferencing Solution Infrastructure in State Bank of India”.**

**Name of the Bidder:**

#### A. Cost of Hardware, Software, Installation, Commissioning and Warranty

| Sr. No. | Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Quantity (total area of all locations) | Rate per item | Amount in INR. | Proportion to Total Cost of A (in %age) # |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------|----------------|-------------------------------------------|
| a       | Furniture and Fixture                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |               |                |                                           |
|         | i) Table                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        |               |                |                                           |
|         | ii) Chairs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |               |                |                                           |
|         | iii) Others                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        |               |                |                                           |
|         | iii(a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |               |                |                                           |
|         | iii(b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |               |                |                                           |
|         | iii(c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |               |                |                                           |
| b       | Room Readiness (Quantity in sq. meter)**                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        |               |                |                                           |
|         | (i) <b>ACOUSTIC FALSE CEILING IN VC ROOM:</b> Supplying and fixing Acoustics false ceiling tiles, ceiling tiles made of wood fiber cement composition 15 mm thick and covered with acoustically transparent fabric side with NRC 0.90 using backed with rockwool lining, 50mm thick 48 kg/m <sup>3</sup> density inserted in GI steel framed structure 50 x50 x 0.55 channels and 48 x 50 x0.55 mmstrudes screw fixed on walls. The rock wool will be wrapped in tissue fiber matt support suitably with GI wire the fabric will be of choice colour, in line and level with gripper etc.to be finished as per the direction of Engineer - in charge. | 1050                                   |               |                |                                           |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |  |  |  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|--|
|  | <p>(ii) <b>ACOUSTIC FULL HEIGHT SOLID PARTITION WITH COMBINATION OF LAMINATE AND ACOUSTIC FABRIC PANELS</b> : Providing, supplying and fixing in position of the Full height solid partition 3" thk with 2"x2" t.w section of good quality with 9 mm thk ply BWR and finished inside the room with 18mm thk ply boxes of 2'-0"x4'-0" at intervals of 2'-0" With 1mm thk laminates only to boxes of approved samples by architect/Engineer - in charge and Supplying and fixing Wall Acoustics fabric panel with NRC 0.90 using stretched fabric system backed with rockwool lining, 50mm thick 48 kg/m3 density inserted in GI steel framed structure 50 x50 x 0.55 channels and 48 x 50 x0.55 mm strudes screw fixed on walls. The rock wool will be wrapped in tissue fiber matt support suitably with GI wire the fabric will be of choice colour stretched in line and level with gripper etc.to be finished as per the architect. The rate shall be inclusive of all the material,labour, hardware, transportation necessary required for the complete execution of the item.</p> | 865  |  |  |  |
|  | <p>(iii) <b>ACOUSTIC PANELLING</b> : Supplying and fixing Wall Acoustics fabric panel with NRC 0.90 using stretched fabric system backed with rockwool lining, 50mm thick 48 kg/m3 density inserted in GI steel framed structure 50 x50 x 0.55 channels and 48 x 50 x0.55 mm strudes screw fixed on walls. the rock wool will be wrapped in tissue fibre matt support suitably with GI wire the fabric will be of choice colour stretched in line and level with gripper etc.to be finished as per the architect</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 865  |  |  |  |
|  | <p>(iv) <b>CARPET FLOORING</b> : Providing &amp; Laying Carpets tiles 100% Poly</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1050 |  |  |  |

|                      |                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |  |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|                      | Propylene or Graphic Loopile or Pile Fiber with 100%BCF Poly Propylene backing with density Factor& Tufted Pile height be 4mm or 5mm with Moth Proofing natural resistant with Static Generation under 3.5 KV with Primary backing complete as per design to be laid on site as per the plan. carpet to be covered with back plastic after installation till handover. |  |  |  |  |
| 1                    | <b>Sub-Total (a+b)</b>                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
| 2.                   | Installation/ Commissioning                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |
| 3.                   | Comprehensive warranty for hardware mentioned in items for minimum 5 years from the go live date, wherever applicable.                                                                                                                                                                                                                                                 |  |  |  |  |
| <b>Sub-Total 'A'</b> |                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |  |

#### B. Training and Certification: Not Applicable

| Sr. No.              | Item                                                    | Quote (INR) | Proportion to Total Cost (in %age) # |
|----------------------|---------------------------------------------------------|-------------|--------------------------------------|
| 1.                   | Training and Certification (from OEM) for-----<br>----- |             |                                      |
| <b>Sub-Total 'B'</b> |                                                         |             |                                      |

#### C. Support: Not Applicable

| Sr. No.              | Item | Quote (INR) | Proportion to Total Cost (in %age) # |
|----------------------|------|-------------|--------------------------------------|
| 1.                   |      |             |                                      |
| <b>Sub-Total 'C'</b> |      |             |                                      |

#### Summary of Final Commercial Price Quote:

| Particulars                           | Quote (INR) | Proportion to Total Cost of E (in %age) # |
|---------------------------------------|-------------|-------------------------------------------|
| (a) Sub-Total 'A' above               |             |                                           |
| (b) Sub-Total 'B' above               |             |                                           |
| (c) Sub-Total 'C' above               |             |                                           |
| <b>(d) Grand Total (A + B + C)***</b> |             |                                           |



# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the **L1** Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end. The same ratios are applicable for individual items viz. Camera, Microphone etc. Bank may procure one or more additional item (Microphone, Camera, Cable etc.), if required, at the discovered price during the contract period.

**Important :** (a) The price breakup of all the hardware/software components must be provided (even if the price is zero). The Bid may be rejected if the price breakup is not provided.

\*\*\* This will be the part of Total Cost of Ownership (TCO) along with Appendix F \* i.e. final commercial bid.

**The price break-up of single and double row will be calculated as under:**

(i) Cost of per site Single Row = Price of F/20 + (Price of F1/20.5) X 1.0 {Rounded in nearest hundred}

(ii) Cost of per site double Row = Price of F/20 + (Price of F1/20.5) X 1.5 {Rounded in nearest hundred}

\*\* Purchase Order will be placed as per actual measurement.

RFP for procurement, Installation,  
Commissioning, maintenance and warranty  
of Immersive Video Conferencing facility in  
State Bank of India



**Breakup of Taxes and Duties**

| Mention Name of Tax and Tax Value |                                                                                                         |       |       |       |       |       |
|-----------------------------------|---------------------------------------------------------------------------------------------------------|-------|-------|-------|-------|-------|
| Sr. No.                           | Item                                                                                                    | Tax 1 | Tax 2 | Tax 3 | ----- | Tax N |
| 1                                 | (a) Furniture and Fixture                                                                               |       |       |       |       |       |
|                                   | i) Table                                                                                                |       |       |       |       |       |
|                                   | ii) Chairs                                                                                              |       |       |       |       |       |
|                                   | iii) Others                                                                                             |       |       |       |       |       |
|                                   | iii(a)                                                                                                  |       |       |       |       |       |
|                                   | iii(b)                                                                                                  |       |       |       |       |       |
|                                   | iii(c)                                                                                                  |       |       |       |       |       |
| 2                                 | (b) Room Readiness                                                                                      |       |       |       |       |       |
|                                   | Installation/ Commissioning                                                                             |       |       |       |       |       |
| 3                                 | Comprehensive warranty for hardware mentioned in items above for minimum 5 years from the go live date. |       |       |       |       |       |
| <b>Grand Total</b>                |                                                                                                         |       |       |       |       |       |

Signature

Seal of Company

**Illustration** (Not Applicable)

| Particulars                            | Indicative<br>Price Bid<br>Quote<br>(INR) | Proport<br>ion to<br>Total<br>Cost<br>(in<br>%age) | L1<br>Price<br>(INR) | Minimu<br>m final<br>price<br>should<br>not be<br>below<br>(INR)* | Maximu<br>m final<br>price<br>should<br>not<br>exceed<br>(INR)** |
|----------------------------------------|-------------------------------------------|----------------------------------------------------|----------------------|-------------------------------------------------------------------|------------------------------------------------------------------|
| <b>A</b>                               | <b>B</b>                                  | <b>C</b>                                           | <b>D</b>             | <b>E</b>                                                          | <b>F</b>                                                         |
| (a) Item A                             | 35                                        | 18.42                                              | 13.81                | 13.12                                                             | 14.50                                                            |
| (b) Item B                             | 65                                        | 34.21                                              | 25.66                | 24.38                                                             | 26.94                                                            |
| (c) Item C                             | 90                                        | 47.37                                              | 35.53                | 33.75                                                             | 37.31                                                            |
| <b>(e) Grand Total<br/>(a + b + c)</b> | <b>190</b>                                | <b>100.00</b>                                      | <b>75.00</b>         |                                                                   |                                                                  |

\*Computed as 'C' percentage of 'D' less 5%.

\*\*Computed as 'C' percentage of 'D' plus 5%.

**Appendix-G**

**Undertaking of Authenticity**

To:

(Name and address of Procuring Office)

**Sub: Undertaking of Authenticity for supplied Product(s)**

**Ref: RFP No. SBI/GITC/NW&C/19-20/670 dated: 06.12.2019**

With reference to the Product being quoted to you vide our Bid No:\_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used.

2. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

3. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

4. In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

5. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

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

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

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

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

Appendix- H

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:

(Name and address of Procuring Office)

Dear Sir:

**Ref: RFP No. SBI/GITC/NW&C/19-20/670 dated: 06.12.2019**

We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Authorised Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above RFP.

2. We hereby extend our full warranty for the Products and services offered by the above ABP against the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the ABP:

(a) Such Products as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and

(b) In the event of termination of production of such Products:

- i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
- ii. following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Products, if requested.

4. We duly authorise the said ABP to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

**Appendix- I**

**Certificate of Local Content (not applicable)**

Date:

To,

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

Dear Sir,

**Ref.: RFP No. :** \_\_\_\_\_ **Dated:** \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ <details of services> is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

**Signature of Statutory Auditor/Cost Auditor**  
**Registration Number:**  
**Seal**

**Counter-signed:**

**Bidder**

**OEM**

**Appendix-J**

**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 supply of hardware/software and/ or services (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/GITC/NW&C/19-20/670 dated: 06.12.2019** including its corrigenda, if any.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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



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

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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

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

**Appendix-K**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE HARDWARE / SOFTWARE / SERVICES**

Date:

M/s.-----

-----

Sub:Certificate of delivery, installation and commissioning

1. This is to certify that the Products as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) PO No.\_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the Product \_\_\_\_\_

(c) Quantity \_\_\_\_\_

(d) Date of receipt of the Product(s) at site \_\_\_\_\_

(e) Date of installation \_\_\_\_\_

(f) Date of commissioning \_\_\_\_\_

2. Details of Products not yet supplied and recoveries to be made on that account:

| <u>S.No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|--------------|--------------------|-------------------------------|
|--------------|--------------------|-------------------------------|

3. The installation and commissioning have been done to our entire satisfaction and the Bank's staff have been trained to operate the Product.

4. Service Provider has fulfilled his contractual obligations satisfactorily.

or

Service Provider has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products is given under Para No.2 above.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_  
\_\_\_\_\_

**Appendix-L**

**Other Terms and Penalties**

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. Delivery of all solution component should be within 8 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 12 weeks from date of Purchase Order, a penalty of one (1) percent of the total cost of equipment for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipment will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
3. **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 minimum 5 years from date of installation and acceptance by bank, further extendable up to 2 years at the discretion of the bank at discovered price.
4. **On-site comprehensive warranty and AMC (If opted):** The warranty and AMC (if opted) would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a specified warranty period. 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. 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, 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 and AMC (if opted). 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) 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 4 hours.
- (d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 24 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.
- (e) Vendor shall ensure that the full configuration of the Equipment is available to the Bank in proper working condition viz. uptime of 99.5% of the time on a 24 X 7 monthly basis.
- (f) 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 24 hours

- (g) Penalties for SLA uptime shall be as under;

| <b>Sr. No.</b> | <b>Description</b>                                                                                                                                                                                                                                               | <b>Penalty for the breach</b>                                                                                               |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1              | Uptime of the solution is 99.5%. Scheduled downtime (Only, If approved by bank) will not be reckoned for down time calculation. Uptime of the solution means no disruption or degradation in service even if some components are down/not working.               | As per the table titled “UPTIME PENALTY” for the incidents as per given below table.                                        |
| 2              | Faulty Hardware component replacement within next business day from the notification date.                                                                                                                                                                       | Rs. 2,000/- per day.                                                                                                        |
| 3              | Vendor has to carry out a quarterly review of the solution performance and accordingly carry out the maintenance and support activities. The activity/ review is to be carried out before one month from the quarter ending March, June, September and December. | Rs.10,000/- per quarter                                                                                                     |
| 4              | Fixing the security vulnerabilities, taking prompt action on the advisories sent by the Bank's Security Consultant or by the Bank officials within seven working days.                                                                                           | Rs.5,000/- per day after due date.                                                                                          |
| 5              | Faults and failures intimated by Bank to be set right within 24 hours of being informed of the same or max next business day.                                                                                                                                    | Rs. 3,000/- for breaching 24 hours limit per component of the solution.                                                     |
| 6              | Delay in assistance pertaining to shift the Immersive solution to a new site/Circle Head Office.                                                                                                                                                                 | Rs 5,000/- per day after 7 days from the date intimated by Bank.                                                            |
| 7              | Feature marked by the bidder as supported/complied but later                                                                                                                                                                                                     | Rs.20, 000/- per feature. The feature(s) to be made available within next 2 months from the date of detection failing which |

|  |                                                                           |                                                                             |
|--|---------------------------------------------------------------------------|-----------------------------------------------------------------------------|
|  | found to be false during the entire contract period will attract penalty. | the Bank may invoke the BG and take suitable action against vendor and OEM. |
|--|---------------------------------------------------------------------------|-----------------------------------------------------------------------------|

### **UPTIME PENALTY**

| <b>Sr. No.</b> | <b>Complete Solution Uptime</b> | <b>Penalty</b>                 |
|----------------|---------------------------------|--------------------------------|
| 1              | 99.5% and above                 | NIL                            |
| 2              | 99% and above but below 99.5%   | 10% of Annual Warranty Charges |
| 3              | 98% and above but below 99%     | 20% of Annual Warranty Charges |
| 4              | 97% and above but below 98%     | 30% of Annual Warranty Charges |
| 5              | Below 97%                       | 50% of Annual Warranty Charges |

- (h) 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 warranty and AMC period.
- (i) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repair of the Equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- (j) 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.

- (k) Qualified maintenance engineers totally familiar with the Equipment shall perform all repairs and maintenance service described herein.
  - (l) 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.
  - (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 Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained to the contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to the vendor and same will continue to remain in possession of the Bank.
  7. 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.
  8. 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.
  9. 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.
  10. If, in any month, Vendor does not fulfill 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 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.



**11. 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) The warranty terms would not be considered as violated if any of 11(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-M**

**Service Level Agreement**

**AGREEMENT FOR \_\_\_\_\_** <sup>1</sup>

**BETWEEN**

**STATE BANK OF INDIA, \_\_\_\_\_** <sup>2</sup>

**AND**

\_\_\_\_\_ <sup>3</sup>

**Date of Commencement : \_\_\_\_\_** <sup>4</sup>

**Date of Expiry : \_\_\_\_\_**

*# This document is in the nature of a general template which needs customization by concerned department depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also certain particulars such as commercials, penalties and details of the parties etc. are to be incorporated correctly while finalization of the contract. Reference notes under the draft should be deleted while publishing SLA. In this regard, footnotes given in this document may please be referred to.*

<sup>1</sup> Type/nature/name of Agreement.

<sup>2</sup> Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

<sup>3</sup> The other Party (Contractor/ Service Provider) to the Agreement

<sup>4</sup> Effective Date from which the Agreement will be operative.

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## AGREEMENT

This agreement (“Agreement”) is made on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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 “**the Bank**” which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First 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 “**Service Provider**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

## RECITALS

## WHEREAS

- (i) The Bank is carrying on business in banking in India and overseas and is desirous of availing services for \_\_\_\_\_;<sup>5</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing \_\_\_\_\_ and has agreed 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 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 as follows:

## **1 DEFINITIONS & INTERPRETATIONS**

**1.1 Capitalised Terms :** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement<sup>6</sup>:

- 1.1.1 **“The Bank”** shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. *< Strike of whichever is not applicable>*
- 1.1.2 **“Confidential Information”** shall have the meaning set forth in Clause 7.
- 1.1.3 **“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.
- 1.1.4 **“Intellectual Property Rights”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of

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<sup>5</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

<sup>6</sup> Please define the necessary terms, properly.

every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.5 **“Project Cost”** means the price payable to Service Provider over the entire period of Agreement (*i.e.* Rs. \_\_\_\_\_ <*in words*>) for the full and proper performance of its contractual obligations.

1.1.6 **“Request for Proposal (RFP)”** shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.

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

## **1.2 Interpretations:**

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative

provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this Agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.

## **2 COMMENCEMENT & TERM**

- 2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (**Effective Date**).
- 2.2 This Agreement shall be in force for a period of \_\_\_\_\_ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_\_ years on the same terms and conditions.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

## **3 SCOPE OF SERVICES**

- 3.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is as follows:<sup>7</sup>
- 3.1.1 \_\_\_\_\_
- 3.1.2 \_\_\_\_\_
- 3.1.3 \_\_\_\_\_
- 3.1.4 \_\_\_\_\_

---

<sup>7</sup> The Agreement should clearly define what services are to be availed/ activities are to be outsourced including appropriate service and performance standards. Please use separate Annexure/ Schedule, if required for specifying the detailed work flow and details of Services/ tasks to be undertaken by Service Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance testing, maintenance, warranty, etc.

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

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

- 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.
- 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

#### **4.2 Additional Representation and Warranties by Service Provider**

- 4.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 4.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.



- 4.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 4.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 4.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 4.2.6 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

4.2.7 \_\_\_\_\_<sup>8</sup>

## **5 RESPONSIBILITIES OF THE BANK**

5.1 Processing and authorising invoices

5.2 Approval of information

5.3 \_\_\_\_\_<sup>9</sup>

## **6 RESPONSIBILITIES OF SERVICE PROVIDER**

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<sup>8</sup> Please provide the details, if any in respect of the additional representation and warranties by Service Provider.

<sup>9</sup> Please provide the responsibilities / duties of the Bank which are not covered elsewhere, depending upon the nature of Services.

- 6.1 Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- 6.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- 6.3 Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) 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.
- 6.4 \_\_\_\_\_<sup>10</sup>

## **7 CONFIDENTIALITY**

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

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<sup>10</sup> Please provide the responsibilities /duties of Service Provider which are not covered elsewhere, depending upon the nature of Services.

- 7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- 7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- 7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement; (ii) were in its possession on a non-confidential basis prior to the date hereof; (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information; or (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.
- 7.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

- 7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- 7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 7.3 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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.
- 7.4 Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 7.5 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

7.6 Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

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

## **8 RELATIONSHIP BETWEEN THE PARTIES**

8.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal-Agent relationship by express agreement between the Parties.

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

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

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

8.5 All the obligations towards the 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 accident occurred due to gross negligent act of the Party in whose premises accident occurred.

8.6 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.

## **9 SUB-CONTRACTING**

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

## **10 LIQUIDATED DAMAGES**

If Service Provider fails to deliver product and/or 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 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## **11 BANK GUARANTEE & PENALTY**

- 11.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of \_\_\_\_year(s) \_\_\_\_month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 11.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 11.3 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>11</sup> specified in this Agreement.
- 11.4 Subject to clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 11.5 If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As

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<sup>11</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

11.6 Service Provider shall be liable to pay penalty at the rate mentioned below in Annexure 'A' in respect of any delay beyond the permitted period in providing the Services.

11.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the Contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

## **12 FORCE MAJEURE**

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

12.2 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 the Contractor and /or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

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



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

### **13 INSPECTION AND AUDIT**

- 13.1 It is agreed by and between the Parties that Service Provider 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 shall 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 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 Service Provider before such audit and same shall be conducted during normal business hours.
- 13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
- 13.3 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 break-ups etc.).

#### **14 FEES, TAXES DUTIES & PAYMENTS**

14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, 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 Service Provider in respect of this Agreement.

14.1.1 \_\_\_\_\_<sup>12</sup>

14.1.2 \_\_\_\_\_

14.2 All duties and taxes (excluding<sup>13</sup>\_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

#### **14.3 Payments**

14.3.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

14.3.2 The Bank may withhold payment of any product/services that it disputes in good faith, and may set-off penalty amount or any other amount which Service provider owes to the Bank against amount payable to Service provider under this Agreement.

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<sup>12</sup> Please provide the payment details.

<sup>13</sup> Please determine the applicability of the taxes.

However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

## **15 GENERAL INDEMNITY**

- 15.1 Service Provider 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.
- 15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, 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 of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.
- 15.2.1 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.

15.2.2 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 product by the Bank.

## **16 TERMINATION**

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

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

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), 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.

16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including

the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

- 16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and subject to clause 17 Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.
- 16.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :
- 16.4.1 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.
- 16.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 16.4.3 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 employee(s).
- 16.4.4 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.
- 16.5 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 16.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

16.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

## **17 LIMITATION OF LIABILITY**

17.1 The maximum aggregate liability of Service Provider, subject to clause 17.3, 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.

17.2 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.

17.3 The limitations set forth in clause 17.1 shall not apply with respect to:

17.3.1 claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;

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

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

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

For the purpose of clause 17.3.2 “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.

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

18.1 Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

18.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

18.2.1 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.

18.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. \_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

## **19 ARBITRATION**

- 19.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.
- 19.2 The place of arbitration shall be at \_\_\_\_\_ and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 19.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- 19.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **20 GOVERNING LAW & JURISDICTION**

- 20.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- 20.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in \_\_\_\_\_ in connection with any dispute between the Parties under the Agreement.

## **21 SEVERABILITY**



If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## **22 POWER TO VARY OR OMIT WORK**

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



additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

## **23 ENTIRE AGREEMENT**

- 23.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

- 23.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- 23.2.1 This Agreement;
- 23.2.2 Annexure of Agreement;
- 23.2.3 Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
- 23.2.4 RFP

## **24 NOTICES**

- 24.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

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

24.3 Address for communication to the Parties are as under:

24.3.1 To the Bank

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

24.3.2 To Service Provider

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

24.4 In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

## **25 MISCELLANEOUS**

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

25.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

25.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

25.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

25.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

25.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or

any other written communication with any other party, without the prior written consent of the Bank.

25.7 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Service Provider or the employees of Service Provider.

25.8 Service Provider agrees that the complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by Service Provider.

25.9 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.

**ANNEXURE-A**

(Please provide details of applicable penalties)

**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.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- i. the statutory auditors of the either party and
- ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

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

3. **Rights and Remedies**

(b) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(c) 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.

(d) 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

- (e) 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.

**RFP for procurement, Installation,  
Commissioning, maintenance and warranty  
of Immersive Video Conferencing facility in  
State Bank of India**



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

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

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

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

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

**Appendix–O**

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

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

**Appendix-P**

**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**

**Appendix-Q**

**PRE CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its \_\_\_\_\_ Department / Office at Global IT Center at CBD Belapur, \_\_\_\_\_ 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER 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

- BUYER, 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.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such

information is divulged.

- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**4. Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the



BUYER, including warranty period, whichever is later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same- without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 6. **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 7. **Independent Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

|                  |                                                                                                  |                                                               |
|------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <b>NAME</b>      | <b>SHRI K. CHANDRAHAS</b>                                                                        | <b>Dr.Parvez Hayat</b>                                        |
| <b>CADRE</b>     | <b>IRS (Retd)</b>                                                                                | <b>IPS (Retd)</b>                                             |
| <b>ADDRESS</b>   | <b>G-1, Reliance Homes,<br/>8-2-547/R, Road No. 7,<br/>Banjara Hills,<br/>Hyderabad - 500034</b> | <b>B-4/69-A<br/>Safdarjung Enclave,<br/>New Delhi- 110029</b> |
| <b>e-mail ID</b> | <b><u>kchandrahas@yahoo.com</u></b>                                                              | <b>phayatips@gmail.com</b>                                    |

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1.

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**

**Appendix-R**

**Tentative Location of Deliveries**  
**&**  
**Room Dimensions**

| Sr. No. | Circles/<br>Establishment | Address                                                                         | Area (in<br>sq. ft.) | Length<br>(in ft.) | Width<br>(in ft.) |
|---------|---------------------------|---------------------------------------------------------------------------------|----------------------|--------------------|-------------------|
| 1       | Corporate Centre #        | State Bank Bhavan, Nariman Point, Mumbai                                        | 596.82               | 29.40              | 20.30             |
| 2       | GITC Belapur              | GITC, CBD Belapur, Navi Mumbai                                                  | 476.00               | 28.00              | 17.00             |
| 3       | IAD Hyderabad             | State Bank of India ,Internal Audit Dept. Corporate Centre, Hyderabad           | 455.28               | 27.10              | 16.80             |
| 4       | Ahmedabad                 | Local Head Office, Bhadra, Ahmedabad 380 001                                    | 374.00               | 22.00              | 17.00             |
| 5       | Amravati                  | Local Head Office, Gunfoundry, Hyderabad- 500 001                               | 585.00               | 30.00              | 19.50             |
| 6       | Bengaluru                 | Local Head Office, 65, St. Mark's Road, Bangalore - 560 001                     | 599.94               | 33.33              | 18.00             |
| 7       | Bhopal                    | Local Head Office, Hoshangabad Road, Bhopal 462 011                             | 378.00               | 21.00              | 18.00             |
| 8       | Bhubaneswar               | Local Head Office, III/I, Pt. J. L. Nehru Marg, Bhubaneswar-751 001             | 558.00               | 31.00              | 18.00             |
| 9       | Chandigarh                | Local Head Office, Sector 17-A, Chandigarh - 160 017                            | 387.20               | 22.00              | 17.60             |
| 10      | Chennai                   | Local Head Office, "Circletop House, 16, College Lane, Chennai -600 006         | 661.56               | 36.25              | 18.25             |
| 11      | Delhi                     | Local Head Office, 11, SansadMarg, New Delhi 110 001                            | 388.77               | 24.42              | 15.92             |
| 12      | North-Eastern             | Local Head Office, G.S. Road, P.O. Assam Sachivallya, Dispur, Guwahati -781 006 | 358.56               | 21.60              | 16.60             |
| 13      | Hyderabad                 | Local Head Office, Bank Street, Koti, Hyderabad - 500 095                       | 635.70               | 39.00              | 16.30             |

|    |                       |                                                                                                         |        |       |       |
|----|-----------------------|---------------------------------------------------------------------------------------------------------|--------|-------|-------|
| 14 | Jaipur                | Local Head Office, Vaniki Marg, C Scheme, Ashok Nagar, Jaipur, Rajasthan 302005                         | 374.00 | 22.00 | 17.00 |
| 15 | Kolkata               | Local Head Office, "SAMRIDHI BHAVAN", 1, Strand Road, Kolkata- 700 001                                  | 456.25 | 29.84 | 15.29 |
| 16 | Lucknow               | Local Head Office, Moti Mahal Marg, Lucknow- 226 001                                                    | 544.00 | 34.00 | 16.00 |
| 17 | Mumbai                | Local Head office, "Synergy", Plot No. C-6, 'G' Block, Bandra Kurla complex, Bandra (E), Mumbai 400 051 | 688.20 | 31.00 | 22.20 |
| 18 | Mumbai Metro A and BU | Local Head office, "Synergy", Plot No. C-6, 'G' Block, Bandra Kurla complex, Bandra (E), Mumbai 400 051 | 374.00 | 22.00 | 17.00 |
| 19 | Patna                 | Local Head Office, Judges Court Road, Patna - 800 001                                                   | 704.02 | 32.25 | 21.83 |
| 20 | Thiruvananthapuram    | Local head Office, S.S. Kovli Road, Thampanoor, Thiruvananthapuram - 695001                             | 646.00 | 38.00 | 17.00 |

# Single row category for all locations except Corporate Centre, where two rows Category is required.