



**REQUEST FOR PROPOSAL
FOR PROCUREMENT,
INSTALLATION, COMMISSIONING AND
MAINTENANCE OF EPABX**

Ref: SBI/ITS/2017-18/01 Dated 21/04/2017

**STATE BANK OF INDIA,
IT SERVICES DEPARTMENT,
LOCAL HEAD OFFICE, C-6, G-BLOCK,
BANDRA KURLA COMPLEX, BANDRA EAST
MUMBAI – 400051**

PART 1: INVITATION TO BID

State Bank of India (hereinafter referred to as SBI / the Bank) is having its Corporate Centre at Mumbai and other offices (LHOs, RBOs, AOs etc.) in various cities across the country.

The Bank proposes to invite tenders from established organizations (hereinafter referred to as "Bidder") to undertake supply, installation, testing, commissioning and maintenance of EPABX at State Bank of India, Local Head Office, Bandra Kurla Complex, Mumbai - 400051

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website www.statebankofindia.com or www.sbi.co.in and the bid should be submitted to the office of :

(Asst.General Manager (ITS), State Bank of India, IT Services Dept., C-6, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051)

- ❖ Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ❖ All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- ❖ Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.
- ❖ The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from website from (1100) on (21/04/2017) to (1700) on (14/05/2017)
Last date for requesting clarification (optional)	Upto (1700 AM) on (26/04/2017) All communications regarding points / queries requiring clarifications shall be given in writing to (Asst.General Manager (ITS) or by e-mail at (agmits.lhomum@sbi.co.in)
Pre - bid Meeting at State Bank of India, ITS dept., BKC, Mumbai	From (11 AM) to () on (28/04/2017)
Clarifications to queries raised at pre-bid meeting to be provided	by (05/05/2017)
Last date of submission of technical bids	(1500) on (15/05/2017)
Opening of Technical Bids	(1530) on (15/05/2017) Authorised representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors representatives.
Opening of Commercial Bids	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
Contact Details	
Address for Communication and submission of bid.	Asst.General Manager (ITS) State Bank of India, IT Services dept., C-6, G-Block, Bandra Kurla Complex, Bandra (East) , Mumbai – 400051
Telephone	022-26445310/34/35
All correspondence relating to this RFP should be sent to following email ids	agmits.lhomum@sbi.co.in

PART – 2 DISCLAIMER

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

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent 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. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 part of this RFP or arising in any way for participation in this Bid Stage.

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.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and 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 in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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A. INTRODUCTION

3.1 Broad Scope of Work :

3.1.1 Supply, installation, testing, commissioning and maintenance of EPABX system office in Annexure-5.8.

3.1.2 To provide all necessary Make/Model required to make the solution work strictly as per technical specifications. 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.

3.2 Eligibility Criteria

3.3.1 This tender is restricted to vendors on Eligibility Criteria as per the requirements mentioned under Technical BID.

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

B. THE BIDDING DOCUMENTS

3.4 Documents constituting the Bid

3.4.1 The Bidding Documents include:

- (a) PART 1 - The RFP copy to be submitted with Co-Seal authorised Signatory Vendor Participating in the BID
- (b) PART 2 - Technical BID Mandatory all the Documentation Soft Copy & Hard Copy .
- (c) PART 3 - Commercial BID Soft Copy & Hard Copy.

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

3.5 Clarification / Amendment of Bidding Document

3.5.1 Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates on or before (1700) on (26/04/2017) indicated therein.

- 3.5.2 A **pre-bid meeting** is scheduled on (28/04/2017) from (1100) to (1300). Only request/queries received as per clause 3.5.1 will be discussed in the meeting.
- 3.5.3 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.
- 3.5.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.
- 3.5.5 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.
- 3.5.6 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 3.5.7 In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

C . PREPARATION OF BIDS

3.6 Language of Bid

- 3.6.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

3.7 Documents Comprising the Bid

- 3.7.1 Documents comprising the **Technical Proposal Envelope**, should contain following:
- (a) Bid Form(Technical BID) as per Annexure-5.2.1
 - (b) Undertaking of Authenticity - Annexure-5.1.3
 - (c) SLA T&C – Annexure-5.3
 - (d) EMD Bank Guarantee – Annexure-5.4.1
 - (e) MAF – Annexure-5.5
- 3.7.2 Documents comprising the **Commercial Proposal Envelope**, should contain following:

BOM - Annexure-5.1.2

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

3.7.3 While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The other papers like EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature.

3.7.4 **Any Technical Proposal not containing the above will be rejected.**

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

3.8 Bid Form

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

3.9 Bid Prices

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

3.9.2 Prices quoted should be inclusive of all Central / State Government levies, taxes, sales tax, excise duty, custom duty, NMMC cess etc., as also cost of incidental services such as transportation, insurance etc. **but exclusive of Octroi / Entry Tax / Service Tax payable which will be reimbursed upon production of original receipts.**

{ Bidder should take into account Navi Mumbai Municipal Corporation (NMMC) cess for while submitting their Bids, in case Bank is liable to pay NMMC cess, the cess amount will be deducted by the Bank while making payments to the Vendors }

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

treated as non-responsive and will be rejected. The Prices should be valid for six months from the date of opening of price bid.

3.10 Delivery Schedule & Penalty for Delayed Deliveries

3.10.1 Delivery of all equipment should be within 6 weeks from date of placing of order.

3.10.2 In the event of the equipment not being delivered, installed, tested and commissioned within a period of 8 weeks from date of Purchase Order, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor.

3.10.3 This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.

3.10.4 The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation. PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.

3.11 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

3.11.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

(a) that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization letter (Annexure-5.5)

(b) that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.

3.12 Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents

3.12.1 The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid.

3.12.2 Any deviations from specifications should be clearly brought out in the bid.

3.12.3 The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.

3.13 Earnest Money Deposit (EMD)

3.13.1 The Bidder shall furnish, as part of its Bid, an EMD of Rs.2,50,000 (Rupees Two Lakhs Fifty Thousand only only)

3.13.2 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

3.13.3 The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft or Bank Guarantee as per Annexure-5.4.1, issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai and valid for a period of 180 days

{In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI will be accepted.}

3.13.4 Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

3.13.5 The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalisation.

3.13.6 The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (PBG) equivalent to 10% of the value of the contract as per format in Annexure-5.4.3. The PBG will be for the period of the contract with claim period of 3 months after date of expiry of PBG.

3.13.7 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) in the case of a successful Bidder, if the Bidder fails;

(i) to sign the Contract;

or

(ii) to furnish Performance Bank Guarantee

3.14 Period of Validity of Bids

- 3.14.1 Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- 3.14.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.
- 3.14.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

D. SUBMISSION OF BIDS

3.16 Sealing and Marking of Bids

- 3.16.2 The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described in Clause 3.17.1 above.
- 3.16.3 The outer envelope shall :
- a) be addressed to the Bank at the address given in Part-I ; and
 - b) bear the Project Name **“Supply, Installation, Testing, Commissioning and Maintenance of Computer Hardware / Software for State Bank of India”**
- 3.16.4 All envelopes should indicate the name and address of the Bidder on the cover.
- 3.16.5 If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

3.16 Deadline for Submission of Bids

- 3.16.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid. commercial bids for the Rate Contract will be accepted online on the eProcurement portal of the Bank's authorized service provider (M/s.eProcurement Technologies Ltd.). The Bidder should be willing to participate in eProcurement and have a valid Digital Signature Certificate
- 3.16.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received upto the appointed time on

the next working day.

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

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

3.18 Modification and Withdrawal of Bids

3.18.1 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.

3.18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

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

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

3.19 Modification and Withdrawal of Bids

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

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

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

E. Opening and Evaluation of Bids

3.20 Opening of Technical Bids by the Bank

3.20.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.

3.20.2 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.21 Preliminary Examination

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

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

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

3.21.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.22 Technical Evaluation

3.22.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

3.22.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

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

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

3.23 Evaluation of Price Bids and Finalisation

3.23.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation via Reverse

Auction conducted by the Bank's authorized eProcurement service provider, details of which are provided in Annexure-5.7

3.23.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted.

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

3.23.4 For factors retained in the Bid, one or more of the following quantification methods will be applied:

- (a) Delivery Schedule : The System and/or Services covered under this bid are to be installed and commissioned within the period mentioned in Clause 3.12.1. No credit will be given to early deliveries.
- (b) Quotation of Prices for all Items : The Bidder should quote for complete solution proposed/listed in this Bid. 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.

3.24 Contacting the Bank

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

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

3.25 Award Criteria

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

3.25.2 The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where equipments are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

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

3.27 Notification of Award

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

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

3.27.3 Upon notification of award to the L1 Bidder , the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

3.28 Performance Bank Guarantee: Performance Bank Guarantee of 10% of the Bid Value in the format at Annexure-5.4.3 to be submitted by the successful Bidder for a period of _____ from a Scheduled Commercial Bank other than SBI within a week of receipt of formal communication from the Bank about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantee {In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI will be accepted.}

3.29 Signing of Contract :

- 3.29.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- 3.29.1 Failure of the successful Bidder to comply with the requirement of Clause 3.30 (if required) or Clause 3.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 3.29.2 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them

3.30 Miscellaneous

- 3.30.1 The selected Bidder should carryout all installation tasks in coordination with the ITS Department, depending on the Bank's requirement.
- 3.30.2 The selected Bidder should undertake, during the period of contract, if required by the Bank, the relocation / shifting of the equipment without any cost to the Bank.
- 3.30.3 The selected Bidder should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

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

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

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

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

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

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

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

4.1.5 “The Equipment” means all the hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;

4.1.6 “The Services” means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;

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

4.1.8 “The Project” means supply, installation, testing and commissioning of computer hardware / software & services with 3 years Warranty.

4.1.9 “The Project Site” means various branches / offices of the State Bank of India where the equipment is to be supplied, installed and commissioned.

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

4.2 Use of Contract Documents and Information

4.2.1 The Supplier shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the

Supplier 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 for purposes of such performance.

- 4.2.2 The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.3. Country of Origin / Eligibility of Goods & Services

- 4.3.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

- 4.3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods 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.

4.4. Use of Contract Documents and Information

- 4.4.1 The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 4.4.2 The Vendor shall not, without the Bank’s prior written consent, make use of any document or information except for purposes of performing the Contract.

- 4.4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

4.5. Patent Rights

- 4.5.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and

the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

4.6 Inspection and Quality Control Tests

- 4.6.1 The Bank reserves the right to carry out pre-shipment factory / go down inspection at by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder's office.
- 4.6.2 The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:
- (a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods , by the Bank / Bank's Consultants / Testing Agency.
 - (b) The supplier should intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
 - (c) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
 - (d) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
 - (e) The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.
 - (f) Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
 - (g) The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system

software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

(h) On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Bank.

4.6.3 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.

4.6.4 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

4.7 Delivery & Documentation

4.7.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. 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 weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

4.7.2 Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-

(a) 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.

(b) Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill

(c) 2 copies of packing list identifying contents of each package.

(d) Insurance Certificate.

(e) Manufacturer's / Vendor's warranty certificate.

4.7.3 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) and if not received the Vendor will be responsible for any consequent expenses.

4.7.4 Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered.

4.8 Acceptance Procedure: On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-5.6) signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

4.9 Insurance :

4.9.1 The insurance shall be in an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by the Bank.

4.9.2 Should any loss or damage occur, the Vendor shall:

- a) initiate and pursue claim till settlement and
- b) promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

4.10 Warranty / Uptime / Penalty: As per Annexure-5.3.

4.11 Payment Terms

4.11.1 Payment shall be made in Indian Rupees.

4.11.2 For amounts < Rs.2 lakhs per Purchase Order : 100% on installation and / or delivery, whichever is earlier. Payment will be released within 15 days or receipt of Invoice and Installation & Commissioning Certificate duly signed by the Bank. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.

4.11.3 For amounts > Rs.2 lakhs per Purchase Order :

- (a) 80% of the Total amount due on Delivery on Material. Payment will be released within 15 days or receipt of Invoice and Installation & Commissioning Certificate duly signed by the Bank. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.
- (b) 10% Payment will be released after successful installation and commissioning of the system.

(c) Balance 10% after the expiry of warranty period OR
Against submission of Bank Guarantee from a Scheduled Commercial Bank other than SBI or its Associate Banks, for an equivalent amount valid for the period of 12 months from the date of acceptance (Annexure-5.4.2).

4.11.4 : Payment for FMS and AMC will be paid quarterly in arrears (after end of the quarter)

4.11.5 Payments will not be released for any part-shipment or short-shipments.

4.12 Prices

4.12.1 Prices payable to the Vendor 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, changes in taxes, duties, levies, charges, etc.

4.12.2 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.12.3 The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

4.13 Change Orders

4.13.1 The Bank may, at any time, by a written order given to the Vendor, 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

4.13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor'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 the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of Vendor's receipt of Bank's change order.

- 4.14 Contract Amendments:** No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.
- 4.15 **Assignment** : The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.
- 4.16 Delays in the Vendor's Performance**
- 4.16.1 Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.
- 4.16.2 If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 4.16.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 4.17 Liquidated Damages** : If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in clause 4.16.3 above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance or for any loss is suffered by the Bank due to Acts attributable to the Service Provider. Once the maximum deduction is reached, the Bank may consider termination of the Contract.
- 4.18 Conflict of Interest:**

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 (Performance 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 Concession Agreement or otherwise. 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 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (i) 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
 - (ii) subject always to sub-clause (i) 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 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 others' information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

4.19 Fraud & Corrupt Practices:

4.19.1 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.

4.19.2 Without prejudice to the rights of the Bank under Clause 21.1 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 EO/RFP 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.

4.19.3 For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the

Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.20 Termination for Default

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

- (a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
Or
- (d) If the Vendor fails to perform any other obligation(s) under the Contract.

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

4.21 Force Majeure

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

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

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

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

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

4.23 Resolution of Disputes :

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

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

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

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

4.24 **Governing Language** : The governing language shall be English.

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

4.26 **Addresses for Notices**

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

Bank's address for notice purposes:

Asst.General Manager (ITS)
State Bank of India,
IT Services Dept, C-6, G-Block, Bandra Kurla Complex,

Bandra (east) , Mumbai - 400051

Vendor's address for notice purposes

<To be filled in by the Vendor>

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

4.27 Taxes and Duties

4.27.1 The Vendor will be entirely responsible for all applicable taxes like Central / State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, road permits, service tax, NMMC cess etc. in connection with delivery of products at site including incidental services and commissioning. Payment of Octroi and /or Entry Tax, alone, if applicable, will be reimbursed at actuals upon production of original receipts.

4.27.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

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

4.27.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.28 Vendor's obligations

4.28.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

- 4.28.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- 4.28.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 4.28.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 4.28.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 4.28.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- 4.29 **Patent Rights/Intellectual Property Rights** : In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.
- 4.30 **Right to use defective product** : If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.
- 4.31 **Limitation of Liability**: For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of

security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

The limitations set forth herein shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to IPR infringement,
- (ii) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- (iv) When a dispute is settled by the Court of Law in India.
- (v) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

**PART 5 : BID FORM, PRICE SCHEDULES
AND OTHER FORMATS**

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ANNEXURE – 5.1
Undertaking of Authenticity

To:

Asst.General Manager (ITS)
State Bank of India,
IT Services Dept, C-6, G-Block, Bandra Kurla Complex,
Bandra (east) , Mumbai - 400051

Sub: Undertaking of Authenticity for EPABX for SBI, LHO. Mumbai

Ref: RFP No. SBI/ITS/2017-18/01 dated 21/04/2017

With reference to the equipment being quoted to you vide our Quotation No:_____ dated _____, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment 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. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment 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.

4. In case of default and we are unable to comply with above at the time of delivery or during installation. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised 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

ANNEXURE – 5.2.1
BID FORM (TECHNICAL BID)
(to be included in Technical Bid Envelope)

Date: _____

To:

Asst.General Manager (ITS)
State Bank of India,
IT Services Dept, C-6, G-Block, Bandra Kurla Complex,
Bandra (east) , Mumbai - 400051

Dear Sir,

Ref: SBI/ITS/2017-18/01 Dated 21/04/2017

~~~~~

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and maintain the equipments detailed in Annexure-5.1.1 and 5.1.2, as per 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.

- 1. Pre-Qualification Terms – EPABX the below said documents are mandatory for Qualifying Technical BID.**
2. If the bidder is not the manufacturer of the offered system, then the bidder has to submit copy of the Memorandum of Understanding (MOU) with the Principal. Such MOU should exist at least for the past 5 years, without which offer will be rejected.
3. The vendor or its principal should be a member of the IPNS Forum for QSIG networking with EPABX of other make and should have executed inter-operability with other exchanges on QSIG protocol in India. Documentary proof of such installation should be enclosed.
4. The vendor or its principal should be a member of the ECMA Forum.
5. The Quoted product should be in Leaders Position in Gartner Magic Quadrant for corporate telephony in last five years.
6. Manufacturer or their authorized representative is only eligible for bidding.
7. Original Equipment Manufacturer /Bidder should be an ISO certified firm. Necessary documents needs to be furnished.

8. The participation is restricted to companies registered in India.
9. The vendor should be dealing in sales and services of EPABX system from last 10 years.
10. The Bidder (Service Provider) must have at least 50 full time service/ support (Excluding Sales Team) engineers on its payroll.
11. The Bidder should be a profitable company for the last three years and must have an annual turnover of not less than INR 75 Crores for each of the last three financial years ending 31st March 2016. Out of the Total turnover of the company at least INR 20 Crores or above should be from EPABX/ Telephony services for each of the last three years.
12. A vendor blacklisted by SBI or any PSUs or Government departments for any of the projects or purchases is debarred from participating in the bid process.
13. The offered system including (software, hardware, server & phones) should be of same OEM.
14. The vendor should have at least 10 installation (in Govt/ PSU/ Banks) of the same make with similar or higher configuration offered (supplied by same vendor), working for the past 5 years in Mumbai. Documentation proof to be submitted.
15. The tenderer should be a manufacturer of the offered systems. In case the tenderer is not the manufacturer, then two separate letters – one authorizing the tenderer to quote to SBI and the second letter assuring that all Service and technical support will be provided by the manufacturer directly to SBI, as and when required by SBI.
16. In case the tenderer is not the manufacturer of the offered system, then Service and Spare center of the manufacturer should be available in India. The tenderer should have service center in Mumbai. Proof of such center with address, contact person, contact details should be provided.
17. The tenderer or its sister concern or any group company or principal should not have been blacklisted by Govt or quasi Govt or Govt undertaking companies in India at any point in time.
18. The vendor or principal should have implemented Voice over IP (VoIP) & UC solutions in Mumbai. Proof of such installations should be enclosed.
19. Tenderer should give an undertaking that service and spare support will be extended for at least 10 years. If tenderer is not a manufacturer, then OEM letter mentioning the above should be submitted.
20. Tenderer not meeting above requirements and/or not enclosing required documents will be summarily rejected.

21. The Prices shall be quoted in Indian Rupees for offers received for supply within India. F.O.R SBI, BKC price should be indicated. However tender should contain item-wise prices including total exworks price, Excise Duty, VAT/Taxes, Charges for Inland Transportation, Insurance and other local services required for the delivering the goods on F.O.R SBI, BKC, Mumbai.
  22. Bid should be submitted on F.O.R. destination basis. However tender should contain item-wise prices including total ex-works price, overall weight & dimensions of the equipment and cost of packing forwarding, approx. cost of air-freight charges for delivery up to SBI Mumbai, India.
  23. Training /Installation charges should be clearly indicated including the scope of training.
  24. IPv6 – OEM should provide documentary proof issued by an authority for supporting IPv6 addressing by the system
  25. Proposed EPABX should have valid TEC approval certificate. Please attach copy of the same.
2. While submitting this bid, we certify that:
- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
  - The rate quoted in the indicative price bids for the EPABX are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period of 8 weeks from date of Purchase Order.
4. ***We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.***

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We certify that we have not made any changes from the contents of the RFP/EOI document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. 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 bid.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. The vendor hereby undertakes that its name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

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

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

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

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**ANNEXURE -5.3****SLA Terms & Conditions**  
**for EPABX**

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty for Hardware Components : Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier.
3. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
5. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
6. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.

- b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 10.00 A.M. to 6.00 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 Bank's premises and at the premises of The VENDOR.
- c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.
- d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 95% of the time on a 24x7x365 basis.
- f) In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) Any penalty due during the Warranty period will be adjusted against the 10% retention money retained by the Bank. For purpose of calculating penalty, uptime is calculated as under :

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

$$\text{Total hours during the month} = \text{No. of working days} \times 8$$

- h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- i) **Preventive maintenance:** the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing,



satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

- j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
  - k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
  - l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
  - m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
  8. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
  9. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
  10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.

11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
12. If, in any month, the 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 Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
13. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
14. **CONFIDENTIALITY:**
  - 14.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. the VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.
  - 14.2 The VENDOR/Bank will treat as confidential all data and information about the VENDOR/Bank/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

### **15. Transition Clause**

In the event of failure of the 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 contract 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. If existing vendor is 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 for the contracted period.

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**ANNEXURE - 5.4.1**  
**FORMAT FOR EMD BANK GUARANTEE**

To:

Dear Sir,

**EMD BANK GUARANTEE FOR**  
**SUPPLY, INSTALLATION, TESTING & COMMISSIONING**  
**OF EPABX SYSTEM**  
**AS ARE SET OUT IN THE SBI RFP NO.SBI/ITS/2017-18/01 DATED 21/04/2017**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and commissioning of Multi Conferencing Unit to State Bank of India and such services as are set out in the State Bank of India, Request for Proposal SBI/ITS/2017-18/01 Dated 21/04/2017.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Vendor, who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) or any lower amount that may be demanded by State Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Vendor under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) as aforesaid shall

be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Vendor or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Vendor of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

RFP for procurement of EPABX



For and on behalf of

\_\_\_\_\_  
Authorized official.

(NB : This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

**ANNEXURE - 5.4.2**  
**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY**

To:

Dear Sir,

**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY**  
**AS SET OUT IN THE SBI RFP NO.SBI:xx:xx DATED dd/mm/yyyy**

**GUARANTEE NO:** \_\_\_\_\_  
**AMOUNT: Rs.** \_\_\_\_\_  
**GUARANTEE COVER FROM** \_\_\_\_\_ **TO** \_\_\_\_\_  
**LAST DATE OF LODGEMENT OF CLAIM** \_\_\_\_\_  
**(3 months after expiry of warranty)**

Whereas \_\_\_\_\_, a company registered under the Companies Act 1956 having its Registered Office at ..... (hereinafter referred to as `vendor' which expression shall include its successors and assigns) entered into a agreement dated \_\_\_\_\_ with State Bank of India (SBI) for supply, installation, testing, commissioning & maintenance of the following hardware, software & services at State Bank of India site in \_\_\_\_\_ (hereinafter referred to as `the said agreement')

<details of equipment that supplied to be filled in table>

and it has been agreed that apayment of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_only) will be made to the vendor representing balance 10% of theconsideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in considerationof SBI agreeing to release a sum of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_Only) representing balance 10% of the considerationamount payable to thevendor in terms of, the said agreement, we \_\_\_\_\_(Bank) having our head office at \_\_\_\_\_and amongst other places, a branchat \_\_\_\_\_ (hereinafter referred to as the guarantor) do herebyexpressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakingsor committing default in fulfilling any obligation arising out of saidagreement, we \_\_\_\_\_ (bank) shall on demand, pay SBI without any demur Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) and notwithstanding anyright the vendor may have against SBI or any disputes raised by the vendoror any suit or proceedings pending in any competent Court of Law in



India or otherwise or before any arbitrator, and SBI's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between SBI and the vendor, indulgence shown to the vendor by SBI, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by SBI in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of SBI and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, SBI will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to SBI of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to SBI in respect of the said contract.

8. Any notice by way of request and demand or otherwise here under may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (three months after the date of expiry of the warranty)

d) The guarantor has under its constitution powers to give this guarantee and Shri \_\_\_\_\_ (signatories) Officials/ Managers of the Bank who has/have signed this guarantee has/have powers to do so.

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

For and on behalf of..... (Bank).

Authorised Signatory ..... in favour of the Bank

Designation .....

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An amount is to be inserted by the Bank or financial institution representing the amount of the Advance Payment.

**ANNEXURE - 5.4.3**  
**PERFORMANCE BANK GUARANTEE FORMAT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**THIS PERFORMANCE 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 "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

**WHEREAS**

The State Bank of India, having its Corporate Office at State Bank Bhavan, Madam Cama Road, Mumbai - 400 021 (hereinafter called the 'Bank') has invited quotations for supply of hardware, software and services,

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupees .....only) as a Bid Security Performance Bank Guarantee.
2. M/s. \_\_\_\_\_, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs...../- (Rupees .....only)

**NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR**

1. We \_\_\_\_\_ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the State Bank of India, their Successors, Assigns that in the event of the State Bank of India coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the State Bank of India, pay without demur to the State Bank of India, a sum of Rs...../- (Rupees .....only) or any lower amount that may be demanded by the State Bank of India. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the

vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupees .....only)

2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupees .....only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the State Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the State Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the State Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the State Bank of India under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the State Bank of India and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the State bank of India.

We hereby further agree that-

- (a) Any forbearance or omission on the part of the State Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupees .....only)
- (b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupees .....only)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This guarantee shall remain in force upto 31<sup>st</sup> August, 2015 provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till 31<sup>st</sup> August, 2015 unless these presents are renewed as provided hereinabove on the 31<sup>st</sup> August, 2015 or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the State Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is

filed against us within four months from the date or any extended period, all the rights of the State Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

(f) The liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by -

- (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
- (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
- (iii) any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
- (iv) any change in the constitution/structure or management of the Bank or
- (v) any dispute between the Bidder and the Bank.

(g) This guarantee shall be governed by Indian Laws and the Courts at Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein :

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)
- (b) This Bank Guarantee shall be valid upto.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

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

**ANNEXURE- 5.5****MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

No.

Date:

To:

Dear Sir:

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

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 Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

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

- (a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; 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, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

Yours faithfully,

(Name of Manufacturer / Producers)

*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.*

**ANNEXURE - 5.6**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE SYSTEM**

Date:

Ms.

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment 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) Bid No. \_\_\_\_\_ dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

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

d) Date of commissioning \_\_\_\_\_

e) Date of acceptance test \_\_\_\_\_

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 acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Vendor has fulfilled his contractual obligations satisfactorily\*  
or

The Vendor 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.
6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

\_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

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