

UPS FOR GITC



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE

Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021

Part – I

(Technical Bid)

TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF (1) 2 nos 125 KVA with batteries (2) 4 nos 80 KVA with batteries AT GLOBAL IT CENTRE (GITC),CBD BELAPUR, NAVI MUMBAI

Tender ID : GIT201910070

PRICE BID THROUGH e tendering / E-REVERSE AUCTION

Name of The Tenderer :

Address :

.....

.....

GSTIN :

Contact Person (Name,Designation,tele& mail id) :

SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.

Circle Office, 1st Floor, 'C' wing State Bank Global IT Center,

Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.

Tele:- 022 27537416

headgitc.sbiims@sbi.co.in

Part-1

S.N.	Index
A	Notice Inviting Tender (NIT)
1	Invitation to bid
2	Disclaimer
3	Definitions
4	Scope of work
5	Eligibility and technical criteria
6	Cost of bidding
7	Clarifications and amendments on bidding document/Pre-bid meeting
8	Contents of bid documents
9	Earnest Money Deposit
10	Bid preparation and submission
11	Deadline for submission of bids
12	Modification and withdrawal of bids
13	Period of validity of bids
14	Bid integrity
15	Bidding process and opening of technical bids
16	Technical evaluation
17	Evaluation of price bids and finalization
18	Contacting the Bank
19	Award criteria
20	Power to vary or omit work
21	No waiver of Bank's rights or successful bidder's liability
22	Change in order
23	Contract amendment

UPS FOR GITC

24	Bank's right to accept any bid and to reject any or all bids
25	Documentary evidence establishing bidder's eligibility qualification
26	Performance Bank Guarantee
27	Country of origin and eligibility of goods & services
28	Delivery, installation, commissioning and documentation
29	Services
30	Warranty and Annual Maintenance Contract
31	Compliance with IS Security Policy
32	Penalty and SLAs
33	Right to verification
34	Purchase price
35	Inspection and quality control tests
36	Right to audit
37	Sub-contracting
38	Insurance
39	Validity of agreement
40	Indemnity to the Bank
41	Limitation of liability
42	Confidentiality
43	Delay in vendor performance
44	Vendor's obligations
45	Technical documentation
46	Patent/Intellectual Property Rights
47	Liquidated damages
48	Conflict of interest
49	Fraud and corrupt practices

UPS FOR GITC

50	Termination for default
51	Force majeure
52	Termination for insolvency
53	Termination for convenience
54	Disputes and arbitration
55	Governing languages
56	Applicable law
57	Taxes and Duties
58	Tax deduction at sources
59	Right to use defective products
60	Tender Fee
61	Notices

UPS FOR GITC

NOTICE INVITING TENDER

SBI Infra Management Solutions Pvt. Ltd., Circle Office, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614 on behalf of State Bank of India invite two-bid online item rate e-Tender/Reverse Auction FOR **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF (1) 2 nos 125 KVA with batteries (2) 4 nos 8 KVA with batteries AT GLOBAL IT CENTRE (GITC),CBD BELAPUR, NAVI MUMBAI**

2. The other details of the tender are as under:

1.	Name of Work	TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF <u>1) 2 nos 125 KVA with batteries (2) 4 nos 8 KVA with batteries</u> AT GLOBAL IT CENTRE (GITC),CBD BELAPUR, NAVI MUMBAI
2	Cost of Tender Documents cum processing Fee (Non-refundable)	Rs. 3,000/- (Rupees. Three Thousand Only) (Non-refundable) This Non-Refundable amount to be paid only through SB Collect Payment Portal available in SBI's online Banking site i.e. https://www.onlinesbi.com . After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer annexure-15 enclosed. Tender ID : GIT201910070
3	Earnest Money Deposit (EMD)	Rs.85,000/- (Rupees Eighty Five Thousand Only) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of " SBI Infra Management Solutions Pvt. Ltd. " payable at Mumbai which shall be converted into Security Deposit for successful contractor, whose tender is accepted.
4	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 2% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of banker's Cheque/demand draft issued by any Nationalised/Scheduled Bank favouring " SBI Infra Management Solutions Pvt. Ltd. " payable at Mumbai. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBIIMS/Bank's approved format.
5.	Date for Downloading of Tender Document (Technical and Price Bid)	21.01.2020 to 06.02.2020 from Bank's Website: www.sbi.co.in > Procurement News

UPS FOR GITC

6	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	At 15.00 Noon on 29.01.2020
7	Pre-Bid Meeting	At 3.00 PM on 30.01.2020 at address mentioned hereinafter. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
8	Date of posting of clarifications on the Bidder's queries.	01.02.2020 (Clarifications, if any, shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder).
9	Last date & time for submission of Technical bid along with EMD, proof of online submission of Cost of tender document cum processing Fee and other documents as specified in the tender.	Up to 03:00 PM on 06.02.2020 Note: <ol style="list-style-type: none"> 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. 2. Tenders received without EMD and / or proof of submission of Tender Processing Fee shall be summarily rejected.
10	Address for submission and opening of Technical bid.	Vice President & Circle Head, Circle Office, 1 st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.Tele:- 022 27537416
11	Date and Time of Opening of Technical Bid	3.30 pm on 06.02.2020 at SBIIMS Circle Office,CBD Belapur.
12	Date and Time of submission of Online Price-Bid Note: The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid.	*The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid and <u>will be advised individually through Email.</u> Price Bid will be uploaded on Service Provider's portal https://etender.sbi

UPS FOR GITC

13	Date and Time of Opening of Online Price Bid	Through online e-tendering/ reverse auction process hosted by Service Provider https://etender.sbi
14	Validity for Offer	3 (three) months from the date of opening of price bid
15	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order
16	Penalty/Liquidated damages	As per relevant clause in the tender document
17	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
18	Insurance	As per insurance clause of the tender document

iii. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

iii. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected, and such bidders shall not be allowed to participate in the online price bidding process.

5. SBIIMS reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

6. Tenders can be downloaded from www.sbi.co.in(link) <Procurement News>.It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.

7. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.

8. The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled/typed in ***each and every columns and row*** of the Formats. The applications received with “partly filled formats” not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the bidder and at the bidder’s risk and responsibility.

9. The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.

10. Conditional tenders shall be summarily rejected.

Vice President and Circle Head ,SBIIMS, GITC Circle Office, CBD Belapur

INVITATION TO BID:

i. SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS on behalf of State Bank of India Invites “ online item rate e-Tender” for captioned work from Eligible vendors for this tender.State Bank of India (herein after referred to as ‘SBI/the Bank’ is having its Corporate Centre at Mumbai (referred to as State Bank or ‘SBI’ hereinafter). This Request for Proposal (RFP) has been issued by SBIIMS on behalf of State Bank of India for Supply, Installation, testing and commissioning of **1) 2 nos 125 KVA with batteries (2) 4 nos 8 KVA with batteries** for SBI, GITC at CBD Belapur

ii. In order to meet the above requirement, the Bank proposes to invite tenders from eligible vendors to undertake the work as per the **scope of work** mentioned in **Annexure-E** of this RFP document.

iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the goods and services as required in this bidding document. The interested bidders who agree to all the terms and conditions contained in this document may submit their bids with the information desired in this bidding document (Request for Proposal).

iv. Address for submission of bids, contact details including email address for sending communications are given in given in part II of this RFP document.

v. The purpose behind this RFP is to seek a detailed technical and commercial proposal for procurement of the /product and services desired in this document. The proposed product must integrate with Bank’s existing infrastructure seamlessly.

vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

vii. Interested bidders are advised to go through the entire document before submission of bids to avoid any chance of elimination. The eligible bidders desirous of taking up the project for supply of proposed product and services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank’s/ **SBIIMS** discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed UPS and Batteries and services adhering to SBIIMS/Bank’s requirements outlined in this RFP.

2. Disclaimer:

i. The information contained in this RFP document or information provided subsequently to Bidder(s) 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.

ii. This RFP is not an offer by SBIIMS or State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless

and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. SBIIMS/Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

iv. The SBIIMS/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 or arising in any way for participation in this bidding process.

v. The SBIIMS/ Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

vii. 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 all respect will be at the Bidder's risk and may result in rejection of the Bid.

Definitions:

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

i. "The Bank" 'means the State Bank of India (including domestic branches and foreign offices), its Associate Banks and subsidiaries. 'SBI' shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and **SBI Infra Management Solutions Pvt. Ltd.** (SBIIMS), its wholly owned subsidiary having Head Office at Raheja Chambers, Free press Journal Marg, Nariman Point Mumbai 21 and includes the client's representatives, successors and assigns.

UPS FOR GITC

- ii. Bidder/Service Provider/System Integrator means an eligible entity/firm submitting the bid in response to this RFP.
- iii. Bid means the written reply or submission of response to this RFP.
- iv. “The Contract” means the agreement entered into between the Bank and 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.
- v. “Vendor/Service Provider” is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical bid has been accepted and whose price as per the commercial bid/reverse auction to be conducted is the lowest and to whom notification of award has been given by Bank/SBIIMS.
- vi. “The Contract Price/Project Cost” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. “The Equipment/Product” means all the UPS and Batteries, it’s all components, associated /firmware/ operating which the Vendor is required to supply to the Bank under the Contract.
- viii. “The Services” means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.
- ix. “The Project” means supply, installation, testing and commissioning, integration of UPS and Batteries and services with support under Warranty and annual maintenance contract, if required for the contract period.
- x. “The Project Site” means locations where supply and services as desired in this RFP document are to be provided.

4. Scope of Work:

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

5. Eligibility Criteria, Technical & Functional Specifications, BOM & Compliances:

- i. Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in **Annexure-B & Annexure-B1** of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. Bidders have to submit Bill of Material (BOM) and Compliances as given in **Annexure-C** of this document.

6. Cost of bid document:

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

7. Clarification and amendments on RFP/Pre-Bid Meeting

i. Bidder requiring any clarification of the Bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-P** at the address/ by e-mail given in part II of this document within the date/time mentioned in the schedule of events.

ii. A pre-bid meeting will be held on the date and time specified in the schedule of events /NIT which may be attended by the authorized representatives of the bidders interested to respond to this RFP.

iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the bidders.

iv. SBIIMS / SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment which will be made available to the bidders by way of corrigendum/addendum. The interested parties/bidders are advised to check the Bank's website regularly till the date of submission of bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by SBIIMS/ the Bank, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by SBIIMS/ the Bank will be binding on the participating bidders. Bank/ SBIIMS will not take any responsibility for any such omissions by the bidder. SBI, at its own discretion, may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to prepare the bid, for taking the amendment into account. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda thereof.

v. No request for change in commercial/legal terms and conditions will be entertained and queries in this regard, therefore will not be entertained.

vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. Contents of bidding document:

i. The bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

ii. Failure to furnish all information required in the bidding document or submission of bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the

same may finally result in rejection of its bid. SBI /SBIIMS has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

iii. Nothing in this RFP or any addenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.

iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank /SBIIMS and supporting documents and printed literature shall be submitted in English.

v. The information provided by the bidders in response to this RFP will become the property of SBI /SBIIMS and will not be returned. Incomplete information in bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.

ii. EMD is required to protect the Bank against the risk of Bidder's conduct.

iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-I**], 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.]In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.

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

vi. The EMD of successful bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP) which should be strictly on the lines of format placed at **Annexure-J**.

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or

b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

ix. If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. Bid Preparation and submission:

i. The bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as '**Technical Proposal for supply of _____ in response to the RFP No. _____ dated _____**'. This envelope should contain following documents and **properly sealed**:

- (a) Bid covering letter/Bid form on the lines of **Annexure-A** on bidder's letter head.
- (b) Earnest Money Deposit (EMD) as specified in this document.
- (c) A letter on bidder's letter head: -
 - (i) Mentioning details of EMD submitted, technical competence and experience of the bidder
 - (ii) Certifying that the period of the validity of the bid is as per terms of this RFP.
 - (iii) Confirming that the bidder has quoted for all the items/services mentioned in this RFP in their commercial bid.
 - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-B1**.
- (d) Bidder's details as per **Annexure-D** on bidder's letter head.
- (e) Undertaking of Authenticity - **Annexure-G**
- (f) Format for Manufacturer's Authorization Form– **Annexure- H**
- (g) Any deviations sought from technical criteria/specifications given in RFP.
- (h) Audited balance sheets and profit and loss account statement for last three years
- (i) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the bid document.
- (j) (k) Detailed explanation of functioning of UPS and Batteries.

ii. A second sealed envelope prominently marked as **Indicative Price Proposal for supply of _____ in response to the RFP No. _____ dated _____**. This envelope should contain **only indicative price bid strictly on the lines of Annexure-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

UPS FOR GITC

- a. The Bidder should quote for the entire package on a single responsibility basis for UPS and Batteries it proposes to supply.
- b. – intentionally left blank - .
- c. While submitting the Technical Bid, literature on the UPS and Batteries and its associated operating instructions should be segregated and kept together in one section / lot in a separate envelope.
- d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- e. The bid document shall be complete in accordance with various clauses of the RFP document, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to bid and make commitments on behalf of the Bidder is to be attached.
- f. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subject to variation on any account, including exchange rate fluctuations, *any upward revision* in taxes, duties, levies, charges etc. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- h. If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- i. The bidder may also be asked to give presentation for the purpose of clarification of the bid.
- j. The bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (bid submission) shall be serially numbered with rubber stamp of the participating bidder company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids.
- n. The bid document shall be spirally bound.
- o. The Bank / SBIIMS reserves the right to reject bids not conforming to above.
- p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.

q. All the envelopes shall be addressed to the SBIIMS and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.

r. If the envelope is not sealed and marked, the Bank/ SBIIMS will assume no responsibility for the bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

a. Bids must be received by the Bank/ SBIIMS at the address specified and by the date and time mentioned in the "Schedule of Events"/ NIT.

b. In the event of the specified date for submission of bids being declared a holiday for the, the bids will be received upto the appointed time on the next working day.

c. In case the Bank/ SBIIMS extends the scheduled date of submission of bid document, the bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank/ SBIIMS and bidders will remain the same.

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

12. Modification and Withdrawal of Bids:

a. 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/ SBIIMS, prior to the deadline prescribed for submission of Bids.

b. A withdrawal notice may also be sent by Fax/ email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.

c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

d. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified 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. Withdrawn bids, if any, will be returned unopened to the Bidders.

13. Period of Validity of Bids:

a. Bids shall remain valid for 180 days from the date of reverse auction/ e tender. A Bid valid for a shorter period is liable to be rejected by the Bank/ SBIIMS as nonresponsive.

b. In exceptional circumstances, the Bank/ SBIIMS may solicit the Bidders' consent

to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request, however, in such case, Bank/ SBIIMS will not forfeit its EMD. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid document.

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

14. Bid integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank/ SBIIMS may take. All the submissions, including any accompanying documents, will become property of SBIIMS/SBI. The bidders shall be deemed to license, and grant all rights to SBIIMS/SBI, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

15. Bidding process/Opening of Technical Bids:

i. All the technical bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical bids will be opened in the presence of representatives of the bidders who choose to attend the same. However, bids may be opened even in the absence of representatives of one or more of the bidders.

ii. In the first stage, only technical bid will be opened and evaluated. Proposals of such bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those bids complied to technical criteria shall become eligible for commercial bid opening and further RFP evaluation process.

iii. The Bank/ SBIIMS will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank/ SBIIMS may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.

iv. Prior to the detailed evaluation, the Bank/ SBIIMS 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 in toto, without any deviation.

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

vi. – intentionally left blank -

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

16. Technical Evaluation:

i. Technical evaluation will include technical information submitted as per technical bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The

UPS FOR GITC

bidder may highlight the noteworthy/superior features of their product. The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank/ SBIIMS, the capability of the product to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.

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

iii. Bank/ SBIIMS will evaluate the technical and functional specifications of all the equipment's quoted by the Bidder.

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

v. The evaluation will also take into account:

a. 'The product' to be supplied/services offered by the bidder to any noticeable bank in India. The bidder should furnish the details.

b. Does the proposed product handles the projected volumes and offers a proven solution to meet the requirements

c. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.

d. Upgrade(s) assurance by the bidder as per requirements of the Bank/ SBIIMS for the duration of the project.

e. Capability of the proposed product to meet future requirements outlined in the RFP.

f. Support on open platforms and product based on latest technology (both UPS and Batteries, operating /firmware).

g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period

h. Bidder will support the Bank/ SBIIMS as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

17. Evaluation of Price Bids and Finalization:

i. The envelope containing the Commercial bids of only those Bidders, who are short-listed after technical evaluation, would be opened.

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- ii. All the bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank/ SBIIMS's authorized service provider on behalf of the Bank/ SBIIMS, details of which are given in Part II of this RFP document.
- iii. Shortlisted bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such bidders will be trained by Bank/ SBIIMS's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank/ SBIIMS / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed bidders.
- iv. The L1/TC1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction/Techno Commercial Evaluation, as the case may be.
- v. The successful bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank/ SBIIMS may take appropriate action.
- vi. 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) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank/ SBIIMS reserves the right to reject all such incomplete bids.

18. Contacting the Bank/ SBIIMS:

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

19. Award Criteria:

- i. Bank/ SBIIMS will notify successful bidder (**L1/TC1**) in writing by letter or fax/email that its bid has been accepted. The Selected bidder has to return the duplicate copy of the same to the Bank/ SBIIMS within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-M** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful bidder shall be required to enter into a contract/ SLA with the Bank, within 15 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank/ SBIIMS's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc
- viii. The Bank/ SBIIMS reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the L1/TC1 Bidder, the Bank will promptly notify the award of contract to the successful bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank/ SBIIMS. The Bank/ SBIIMS shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable

as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank/ SBIIMS thereof in writing with reasons for holding such opinion and Bank/ SBIIMS shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank/ SBIIMS confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

ii. In any case in which the successful bidder has received instructions from the Bank/ SBIIMS as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank/ SBIIMS shall prevail.

21. No Waiver of Bank/ SBIIMS Rights or Successful Bidder's Liability:

Neither any sign-off, nor any payment by the Bank/ SBIIMS for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank/ SBIIMS shall affect or prejudice the rights of Bank/ SBIIMS against the finally selected bidder(s), or relieve the finally selected bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank/ SBIIMS to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank/ SBIIMS nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank/ SBIIMS.

22. Change in Orders:

i. The Bank/ SBIIMS 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 100% above or below the originally declared quantities.

ii. If any such change causes an increase or decrease in the cost of, or the time required for 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 15 days from the date of Vendor's receipt of Bank/ SBIIMS's change order.

23. Contract Amendments:

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

24. Bank/ SBIIMS's Right to Accept Any Bid and to Reject Any or All Bids:

The Bank/ SBIIMS 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/ SBIIMS's action.

25. Documentary Evidence Establishing Bidder's Eligibility and Qualifications: On acceptance of the bid by the Bank/ SBIIMS, the bidder needs to submit the undertaking of authenticity on the lines of Annexure G along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank/ SBIIMS's satisfaction:

- i. that in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the bidders need to provide the evidence that bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Annexure-H**.
- ii. that adequate, specialized expertise are available with the bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the support (warranty/annual maintenance contract, if desired) period.

26. Performance Bank Guarantee:

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-J** is to be submitted by the finally selected bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their bid finally selected. 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 may be accepted.
- ii. The PBG is required to protect the interest of the Bank/ SBIIMS against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank/ SBIIMS reserves the right to invoke the PBG.

27. Country of Origin / Eligibility of Goods & Services:

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- i. All equipment's and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- ii. For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is 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.

28. Delivery, Installation, Commissioning & Documentation:

- i. The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank/ SBIIMS. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **AnnexureE** of this document.
- iii. The delivery will be deemed complete when the equipments/ components/ associated / firmware are received in good working condition at the designated locations, mentioned in part II of this RFP.
- iv. The installation will be deemed to be completed, when the product including all the UPS and Batteries, accessories/components, firmware/system , and other associated have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank/ SBIIMS. The Bidder has to resolve any problem faced during installation and operationalisation.
- v. In addition, vendor will supply all associated documentation relating to the products/UPS and Batteries, system /firmware, etc. The product(s) are considered accepted (commissioned and operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative of the Bank/ SBIIMS and the engineer from the vendor on the lines of format/certificate on the lines of **Annexure-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBIIMS/SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including UPS and Batteries equipments/ components), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank/ SBIIMS within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the Bank/ SBIIMS as envisaged in the RFP.

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vi. 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 of the package.
- (d) Insurance Certificate.
- (e) Manufacturer's / Vendor's warranty certificate.

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

viii. Penalties as specified in **Annexure-L** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).

ix. In addition to the penalty on delayed supplies, Bank/ SBIIMS 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, whatsoever.

x. For the System & other /firmware required with the UPS and Batteries ordered for, the following will apply:-

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

29. Services:

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i. All professional services necessary to successfully implement the proposed **'product/solution/services'** will be part of the RFP/contract.

These services include, but are not limited to, Project Management, Training, Deployment methodologies etc

ii. The bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.

iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.

iv. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.

v. Bidder shall be willing to transfer skills to relevant personnel from the Bank/ SBIIMS, by means of training and documentation.

vi. Bidder shall provide and implement patches/ upgrades/ updates for products (/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank/ SBIIMS. Bidder should bring to notice of the Bank/ SBIIMS all releases/ version changes.

vii. Bidder shall obtain a written permission from the Bank/ SBIIMS before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc in case the Bank/ SBIIMS chooses not to upgrade to latest version.

viii. Bidder shall provide maintenance support for UPS and Batteries/ / Operating System/ Middleware over the entire period of contract.

ix. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.

x. Bidder shall provide legally valid firmware/ solution. The detailed information on license count and type of license should also be provided to the Bank/ SBIIMS.

xi. The ownership of the /firmware license and the UPS and Batteries shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/UPS and Batteries is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the UPS and Batteries/operating /firmware, etc. associated with the UPS and Batteries. Evidence in this regard must be submitted before the payment is released.

xii. The Bidder shall keep the Bank/ SBIIMS explicitly informed the end of support dates on related products/UPS and Batteries/firmware and should ensure support during warranty and AMC/ATS/S&S.

30. Warranty and Annual Maintenance Contract:

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- i. The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the ***date of acceptance of the product*** by State Bank of India.
- ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the entire product (UPS and Batteries/components/ operating /firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall maintain the product (UPS and Batteries/ , etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (UPS and Batteries/ equipment/ components/ or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of firmware/, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The bidder shall provide services of an expert engineer at SBIIMS/SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product (UPS and Batteries, system or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.
- iv. On site comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.
- v. Warranty/ AMC (if opted) for the system / off-the shelf will be provided to the Bank as per the general conditions of sale of such .
- vi. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Annexure-H** of this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the support period for the specified period. The vendor will provide support for operating systems and other pre-installed components/system during the specified period of the UPS and Batteries on which these and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipments at his own cost including the cost of transport.

UPS FOR GITC

- vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of systems failures
 - b. Protection of data/ Configuration
 - c. Recovery/ restart facility
 - d. Backup of system / Configuration
- viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank/ SBIIMS.
- ix. The bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank/ SBIIMS for such needs, if any, during the support period.
- x. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank/ SBIIMS.
- xi. Updated escalation matrix shall be made available to the Bank/ SBIIMS once in each quarter and each time the matrix gets changed.

31. Compliance with IS Security Policy:

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and access control and administration
- iii. Custodial responsibilities for data, , UPS and Batteries and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank. ix. In general, confidentiality, integrity and availability must be ensured.

32. Penalty/SLA conditions:

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

33. Right to Verification:

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

34. Purchase Price:

i. Total cost of product/solution (UPS and Batteries equipments/ components/) with support (warranty and AMC, if desired) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial bid.

ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial bid over the validity period defined in this RFP.

iii. The order will be placed for total Cost of "UPS and Batteries, /firmware/services/warranty and AMC/ATS/S&S. Bank/ SBIIMS may also issue a separate order for AMC after expiry of the warranty period. Cost of AMC, if opted, will be paid quarterly in arrears.

iv. The applicable TDS will be deducted at the time of payment of invoices.

v. Terms of payment are given in Part-II of this RFP document.

vi. 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, any upward revision in duties, charges, etc.

vii. The Bidder will pass on to the Bank/ SBIIMS, 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.

viii. The Bank/ SBIIMS reserves the right to re-negotiate the prices in the event of change in the international market prices of both the UPS and Batteries.

35. Inspection and Quality Control Tests

i. The Bank/ SBIIMS reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank/ SBIIMS officials or demand a demonstration of the product on a representative model at Bidder's place.

ii. 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 tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank/ SBIIMS / Bank's Consultants / Testing Agency.

UPS FOR GITC

- b) The supplier should intimate the Bank/ SBIIMS 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/ SBIIMS 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/ SBIIMS meriting waiver of such inspection of goods.
- d) In the event of the product 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/ SBIIMS reserves the right to cancel the Purchase Order.
- e) The inspection and quality control tests may also be conducted at the 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/ SBIIMS. In case of 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/ SBIIMS'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.

iii. The Bank/ SBIIMS's right to inspect, test and where ever 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/ SBIIMS or its representative prior to the products shipment from the place of origin by the Bank/ SBIIMS or its representative prior to the installation and commissioning.

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

36. Right to Audit:

i. The Selected bidder (Service Provider) has to get itself annually audited by external empanelled Auditors appointed by the Bank/ SBIIMS/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (/) and services etc. provided to the Bank/ SBIIMS and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank/ SBIIMS can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

ii. where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

iii. Service Provider shall, whenever required by the Bank/ SBIIMS, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank/ SBIIMS reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected bidder in conjunction with the services provided to the Bank.

37. Subcontracting:

i. As per scope of the RFP, subcontracting is prohibited. However, if the bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank/ SBIIMS at its own discretion may permit or deny the same.

ii. In case subcontracting is permitted by the Bank/ SBIIMS, the contracting vendor will be responsible for all the services provided to the Bank/ SBIIMS regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank/ SBIIMS can obtain independent audit report for the same. In such a case, the bidder shall provide subcontracting details to the Bank/ SBIIMS and if require, Bank/ SBIIMS may evaluate the same.

38. Insurance:

i. The insurance shall be for 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/ SBIIMS.

ii. 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 to the satisfaction of the Bank/ SBIIMS, irrespective of settlement of claim by the underwriters.

39. Validity of Agreement:

The Agreement/ SLA will be valid for the period up to end of support period including AMC, if opted. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

40. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, 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.
- ii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

41. Confidentiality:

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank/ SBIIMS relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank/ SBIIMS shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. 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.

42. Delay in the Vendor's Performance:

- i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify

the Bank/ SBIIMS in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank/ SBIIMS shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty in addition to the liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

43. Vendor's obligations:

i. 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.

ii. 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/ SBIIMS would only provide necessary letters for enabling procurement of the same.

iii. The Vendor is obliged to work closely with the Bank/ SBIIMS's staff, act within its own authority and abide by directives issued by the Bank/ SBIIMS from time to time and complete implementation activities.

iv. The Vendor will abide by the job safety measures prevalent in India and will free the Bank/ SBIIMS 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/ SBIIMS responsible or obligated.

v. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.

vi. Vendor shall provide necessary training from the OEM to the designated SBIIMS/SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for / UPS and Batteries and components, installation, troubleshooting processes of the proposed solution.

45. Technical Documentation:

i. The Vendor shall deliver the following documents to the Bank/ SBIIMS for every firmware/ including third party before / service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc. **ii.** The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.

iii. The Vendor should also provide the MIS reports as per requirements of the Bank/ SBIIMS. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank/ SBIIMS, free of cost in timely manner. The vendor shall develop customized documentation as per Bank/ SBIIMS's requirement, if desired by the Bank/ SBIIMS.

46. Patent Rights/Intellectual Property Rights:

i. For any licensed /firmware used by the finally selected L1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank/ SBIIMS at risk. The Bank/ SBIIMS reserves the right to audit the license usage of the Vendor.

ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank/ SBIIMS against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank/ SBIIMS, at no extra cost.

iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank/ SBIIMS is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

iv. The Bank/ SBIIMS will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

47. 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 and as per satisfaction of the Bank/ SBIIMS, as desired in this RFP, the Bank/ SBIIMS 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, deduct from the Contract Price, as liquidated damages mentioned at part II. Once the maximum deduction is reached, the Bank/ SBIIMS may consider termination of the Contract.

48. 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/ SBIIMS 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 subclause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

49. Fraud & Corrupt Practices:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank/ SBIIMS shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

ii. Without prejudice to the rights of the Bank/ SBIIMS under Clause 21.1 hereinabove, if a Bidder is found by the Bank/ SBIIMS to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank/ SBIIMS during a period of 2 (two) years from the date if such Bidder is found by the Bank/ SBIIMS to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

(a) **“corrupt practice”** means (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/ SBIIMS 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/ SBIIMS, 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/ SBIIMS 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/ SBIIMS 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.

50. Termination for Default:

i. The Bank/ SBIIMS, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days 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/ SBIIMS; or

(b) If the vendor fails to perform any other obligation(s) under the contract; or

(c) Laxity in following standards laid down by the Bank/ SBIIMS; or

(d) Discrepancies/deviations in the agreed processes and/or products; or

(e) Violations of terms and conditions stipulated in this RFP.

iii. In the event the Bank/ SBIIMS 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/ SBIIMS for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ source code/ executable/ Bank/ SBIIMS's data or any other relevant information to the Bank/ SBIIMS in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition another vendor or to the Bank/ SBIIMS.

iv. The vendor shall also support the Bank/ SBIIMS on technical queries/support on process implementation or in case of provision for future upgrades.

v. The Bank/ SBIIMS's right to terminate a contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

51. Force Majeure:

i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, 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.

ii. . For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Subcontractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

52. Termination for Insolvency:

The Bank/ SBIIMS may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to 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/ SBIIMS.

53. Termination for Convenience:

The Bank/ SBIIMS, by written notice of not less than 90 (ninety) days 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/ SBIIMS's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

54. Disputes/Arbitration [applicable in case of successful bidder only]:

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank/ SBIIMS or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

55. Governing Language:

The governing language shall be English.

56. Applicable Law:

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

57. Taxes and Duties:

a. 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.

b. Prices quoted should be exclusive of GST but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices should be as per **(Annexure- F)**.

c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank/ SBIIMS shall not be liable for the same. If specified taxes are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of any charges , which are not specified in **Annexure- F**

d. 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, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty 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.

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

f. 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 Bidder. 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 Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

g. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

58. Tax deduction at Source:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to 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 for the time being 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.

ii. 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.

59. Right to use defective product:

If after delivery, acceptance and installation and within the 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.

60. Tender Fee:

The same should be furnished by the bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

61. Notices:

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

Part-II

SCHEDULE OF EVENTS

SBI Infra Management Solutions Pvt. Ltd., Circle Office, 1st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614 on behalf of State Bank of India invite two-bid online item rate e-Tender/Reverse Auction FOR **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1) 2 nos 125 KVA with batteries (2) 4 nos 8 KVA with batteries AT GLOBAL IT CENTRE (GITC),CBD BELAPUR, NAVI MUMBAI**

2. The other details of the tender are as under:

1.	Name of Work	TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF <u>1) 2 nos 125 KVA with batteries (2) 4 nos 8 KVA with batteries AT GLOBAL IT CENTRE (GITC),CBD BELAPUR, NAVI MUMBAI</u>
2	Cost of Tender Documents cum processing Fee (Non-refundable)	Rs. 3,000/- (Rupees. Three Thousand Only) (Non-refundable) This Non-Refundable amount to be paid only through SB Collect Payment Portal available in SBI's online Banking site i.e. https://www.onlinesbi.com . After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer annexure-15 enclosed. Tender ID : GIT201910070
3	Earnest Money Deposit (EMD)	Rs.85,000/- (Rupees Eighty Five Thousand Only) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of " SBI Infra Management Solutions Pvt. Ltd. " payable at Mumbai which shall be converted into Security Deposit for successful contractor, whose tender is accepted.
4	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 2% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of banker's Cheque/demand draft issued by any Nationalised/Scheduled Bank favouring " SBI Infra Management Solutions Pvt. Ltd. " payable at Mumbai. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the SBIIMS/Bank's approved format.

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5.	Date for Downloading of Tender Document (Technical and Price Bid)	21.01.2020 to 06.02.2020 from Bank's Website: www.sbi.co.in > Procurement News
6	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	At 23.01.2020 3.00 pm
7	Pre-Bid Meeting	30.01.2020 3.00 PM on at address mentioned hereinafter. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
8	Date of posting of clarifications on the Bidder's queries.	(Clarifications, if any, shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder).
9	Last date & time for submission of Technical bid along with EMD, proof of online submission of Cost of tender document cum processing Fee and other documents as specified in the tender.	Up to 06.02.202 upto 03:00 PM Note: 3. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. 4. Tenders received without EMD and / or proof of submission of Tender Processing Fee shall be summarily rejected.
10	Address for submission and opening of Technical bid.	Vice President & Circle Head, Circle Office, 1 st Floor, 'C' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614.Tele:- 022 27537416
11	Date and Time of Opening of Technical Bid	3.30 pm on 06.02.2020 at SBIIMS Circle Office,CBD Belapur. Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.

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12	Date and Time of submission of Online Price-Bid Note: The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid.	*The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid and <u>will be advised individually through Email/ letter.</u> Price Bid will be uploaded on Service Provider's portal https://etender.sbi
13	Date and Time of Opening of Online Price Bid	Through online e-tendering/ reverse auction process hosted by Service Provider https://etender.sbi
14	Validity for Offer	3 (three) months from the date of opening of price bid
15	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order
16	Penalty/Liquidated damages	As per relevant clause in the tender document
17	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
18	Insurance	As per insurance clause of the tender document
19	Performance Bank Guarantee 10 %	10 % of contract value. Validity period from the date of purchase order - for the entire period of contract including AMC
	Delivery schedule:	8 weeks from the date of PO
	Schedule of Installation, commissioning	Within 2 weeks from date of delivery
	Delivery locations	3rd floor at CDC, State Bank of India-GITC Plot no:8,9,10 , Sector-11, CBD Belapur Navi Mumbai- 400 614 and other locations in and around Navi Mumbai under SBI GITC
	Liquidated damages	A sum equivalent to 0.5 % 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.
	Terms of payment	No advance is payable.

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	<p>On receipt of material complete with all satisfactory test reports at site, installation, testing and commissioning, 90% of cost of the UPS system (Excluding the cost of Annual Maintenance Contract) shall be paid.</p> <p>(However, in case delivery has been made but installation, testing and commissioning cannot be carried out because the site is not ready, we may consider payment upto 80% of cost. Further 10% shall be paid on completion of installation, testing and commissioning).</p> <p>Balance 10% of cost shall be treated as Retention Money which will be released after the defect liability period of one year from the time of commissioning the system. Retention money shall be released on producing an acceptable Bank Guarantee for an equal sum valid until the expiry of defect liability period.</p>
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- iv. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- iv. Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected, and such bidders shall not be allowed to participate in the online price bidding process.

5. SBIIMS reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

6. Tenders can be downloaded from www.sbi.co.in(link) <Procurement News>.It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.

7. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.

8. The intending bidders are categorically advised to submit the prequalification documents strictly in the attached formats only. The information required should be neatly filled/typed in **each and every columns and row** of the Formats. **The applications received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the bidder and at the bidder's risk and responsibility.**

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9. The applicants are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexures to avoid rejection of their applications.

10. Conditional tenders shall be summarily rejected.

Vice President and Circle Head

SBIIMS, GITC Circle Office, CBD Belapur

ANNEXURES

Annexure	Index
A	Bid form
B	Bidder's Eligibility criteria
B1	Technical & functional specifications
C	Bill of Material and compliances
D	Bidder details
E	Scope of work/specifications of UPS and Batteries and its components
F	Indicative price bid
G	Undertaking of authenticity
H	Manufacturer's authorization form.
I	Format for Bank Guarantee as Earnest Money Deposit
J	Format for submission of Performance Bank Guarantee
K	Format of certificate to be issued by the Bank after successful commissioning and acceptance of the UPS and Batteries, and its associated services.
L	Penalties and SLA terms
M	Service Level Agreement
N	Non-disclosure Agreement

ANNEXURE–A BID FORM (TECHNICAL BID)

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

Date: _____

To:
Vice President & Circle Head,

Circle Office, 1st Floor, 'C' wing State Bank Global IT Center,
Plot no.8, 9, 10, Sector 11, CBD Belapur,
Navi Mumbai 400614.
Tele:- 022 27537416

Dear Sir,

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

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the UPS systems detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

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 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 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 the period specified in this document.

UPS FOR GITC

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at Annexure M of this document 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/ SBIIMS submitted by us in our Bid document.
8. 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/ SBIIMS will have the right to disqualify us from the bid.
9. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever. We also understand that the Bank/ SBIIMS may follow close or open bidding process as per requirements of the Bank/ SBIIMS.
10. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
11. If our bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank/ SBIIMS to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
12. We also understand that the Bank/ SBIIMS may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
13. The commercial bidding process will be through the reverse auction process/ e tendering to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
14. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank/ SBIIMS in the RFP document.
15. We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid

Dated this ..... day of ..... 2020

---

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

---

**Seal of the company.**

**Annexure-B**

**Bidder's Eligibility Criteria**

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

| S. No. | Eligibility Criteria                                                                                 | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                      |
|--------|------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The bidder must be an Indian firm / company / organization registered under applicable Act in India. |                     | Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |

UPS FOR GITC

|    |                                                                                                                                                                                                                                                      |  |                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | The bidder must have an average turnover of minimum Rs..255 crores during last 3 financial year(s).                                                                                                                                                  |  | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years. Ie 2016-17, 2017-18 & 2018-19  |
| 3. | The bidder should be profitable organization (on the basis of Operating Profit / PBT / PAT) for at least 2 out of last 3 financial years.                                                                                                            |  | Copy of the audited balance sheets and / or Certificate of the Chartered Accountant for preceding three years. Ie 2016-17, 2017-18 & 2018-19 |
| 4. | Bidder should have experience of minimum 5 years in providing the product/services.                                                                                                                                                                  |  | Copy of the order and / or Certificate of completion of the work. The bidder should also furnish user acceptance report.                     |
| 5  | The bidder should have a full fledged service centre at Mumbai/ Navi Mumbai                                                                                                                                                                          |  | Proof to be submitted.                                                                                                                       |
| 6  | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.<br><br>(Start and End Date of the Project to be mentioned) in the past (At least ___ client references are required) |  | 1.<br><br>2.<br><br>3.                                                                                                                       |
| 7. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank/ SBIIMS)                                                                                                        |  | Brief details of litigations, disputes, if any are to be given on Company's letter head.                                                     |
| 8. | Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank or any PSU.                                                                                                                                             |  | Bidder should specifically confirm on their letter head in this regard.                                                                      |

UPS FOR GITC

|     |                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.  | The bidder/ OEM should have support setup with __ hours of response time in _____(PR)/ and ____ (DR) locations.                                                                                                                                                                                                                                                                 |  | Bidder should specifically confirm on their letter head in this regard.                                                                                                                                                                                                                                                                                                                                                 |
| 10. | Bidder should have supplied and installed at least one 125 KVA UPS with similar or higher back up in the last 5 years in any Reputed Data centre / Reputed IT firm / Bank / insurance / Financial institutions / PSUs /Central or state Govt departments or undertakings                                                                                                        |  | Bidder should submit the satisfactory work completion certificate from the client for installations 125 KVA and above only. <b>Please do not submit experience of lesser capacity</b>                                                                                                                                                                                                                                   |
| 11  | The bidder should agree clauses of Service Level Agreement (format placed at <b>Annexure-M</b> ), should they become L1/TC1 in the reverse auction to execute a contract with the Bank.                                                                                                                                                                                         |  | Bidder should specifically confirm on their letter head in this regard.                                                                                                                                                                                                                                                                                                                                                 |
| 12  | Three Similar Completed works Each one having “Contract Value” not less than Rs. 34.00 Lakhs<br>Or<br>Two Similar Completed works Each one having “Contract Value” not less than Rs.42.50 Lakhs<br>Or<br>One Similar Completed work having “Contract Value” not less than Rs.68.00 Lakhs.<br>Similar work is defined as SITC of UPS and batteries of capacity 125 KVA or above. |  | Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during the period from 01/01/2014 to 31/12/2019:<br><br>1. Scope of work.<br>2. Contract value.<br>3. Area of the building.<br>4.No. of staff deployed by the contractor for the contract.<br>5.Period of the contract for completed.<br>6.Monthly payment |

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

**Note:** For the purpose of qualifying a bidder for the project, the Bank will also use criteria and information in addition to what has been asked above for evaluation. This would include, but may not



UPS FOR GITC

be limited to, verification of references given by the contractor, evaluation of contractor's existing work by making site visits, obtaining confidential performance reports/feedback/credentials from the present as well as previous employers etc.

1. Information required from point number (i) to (xii) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the tenderer for evaluation.
2. Only those bidders shall be allowed to participate in the Price Bidding for this project who will qualify in Technical Bid Evaluation Matrix. The Bidders qualified in the Technical Bid evaluation as above shall only be allowed to participate in the online price bidding through Service Provider's Portal mentioned hereinbefore.
3. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive and complying all the prequalification and statutory criteria stipulated in the Technical Bid, Price Bid as also the receipt of satisfactory confidential reports sought from the present/previous employer.
4. The SBIIMS reserve their rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor

With Seal

Name: .....

Place: .....

Date: .....

**Annexure-B1**

**Technical & Functional Specifications ON-LINE UPS systems**

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

UPS FOR GITC

| Sl.No | Description                                                        | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Compliance (Y/N) |
|-------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1     | Technology                                                         | Digital Signal Processing (DSP) controlled Microprocessor based technology true On-line configuration.                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| 2     | Load sharing                                                       | Provision for configuring three or more UPS system in parallel load sharing mode. Maximum three nos UPS system can be connected in parallel configuration in one cluster.                                                                                                                                                                                                                                                                                                               |                  |
| 3     | Paralleling of UPS                                                 | Paralleling of UPS should be achieved by paralleling the output on the power side using control logic signal bus. UPS should be capable of individually starting, running and feeding to the load apart from parallel operation. <ul style="list-style-type: none"> <li>•Individual battery back up is necessary.</li> <li>•Inverters should be synchronized with common by pass supply if required</li> <li>•can be connected in parallel for forming N + 1 (Configuration)</li> </ul> |                  |
| 4     | Inversion technique                                                | Adaptive pulse width modulation or sine weighted pulse width modulation with high switching frequency / PWM IGBT Inverter Technology                                                                                                                                                                                                                                                                                                                                                    |                  |
| 5     | Input Voltage range<br><br><u>Three phase:</u>                     | 380/400/415 V ± 20%<br><br>Note: Static bypass arrangement may be connected in such a way that the input and output sides shall always remain galvanically isolated.                                                                                                                                                                                                                                                                                                                    |                  |
| 6     | Input Frequency                                                    | 47 Hz to 55 Hz                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |
| 7     | Generator compatability                                            | Should be compatible with Generator                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                  |
| 8     | Type of rectifier                                                  | DSP controlled IGBT based Rectifier.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |
| 9     | Duration in which totally discharged batteries are to be recharged | 8-10 hrs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |
| 10    | Inverter                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |
| 10.1  | Technology                                                         | DSP controlled PWM using IGBTs                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |
| 10.2  | Efficiency of Inverter                                             | > 95 %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| 10.3  | Output Voltage                                                     | 380/400/415VAC ± 1% Above for 3Ph IP / 3Ph OP                                                                                                                                                                                                                                                                                                                                                                                                                                           |                  |

UPS FOR GITC

|      |                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                   |  |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10.4 | Output Frequency                                                                                                                                                                                                                                                                                                                                                                                  | 50 Hz $\pm$ 4% (Synchronous to mains)<br>50 Hz $\pm$ 0.1% (free running)                                                                                                                                                                                                                                                                                          |  |
| 11   | Power factor                                                                                                                                                                                                                                                                                                                                                                                      | The UPS shall be provided with Active Input P.F. Correction system to obtain P.F from 0.96 to Unity.<br>(where the connected load P.F varies from 0.8 to Unity)                                                                                                                                                                                                   |  |
| 12   | Harmonic Distortion (input current)                                                                                                                                                                                                                                                                                                                                                               | $\leq$ 5% at 50 % load                                                                                                                                                                                                                                                                                                                                            |  |
| 13   | Wave form (output)                                                                                                                                                                                                                                                                                                                                                                                | Sine wave                                                                                                                                                                                                                                                                                                                                                         |  |
| 14   | Crest factor                                                                                                                                                                                                                                                                                                                                                                                      | $\geq$ 3                                                                                                                                                                                                                                                                                                                                                          |  |
| 15   | Overload capacity                                                                                                                                                                                                                                                                                                                                                                                 | 110% for 10 minutes<br>150% for 1 minute<br>(during the test the load should not get transferred to mains through static switch)                                                                                                                                                                                                                                  |  |
| 16   | Efficiency AC/AC                                                                                                                                                                                                                                                                                                                                                                                  | (Overall)                                                                                                                                                                                                                                                                                                                                                         |  |
|      | At Full load                                                                                                                                                                                                                                                                                                                                                                                      | $\geq$ 94 %                                                                                                                                                                                                                                                                                                                                                       |  |
|      | At 75 % load                                                                                                                                                                                                                                                                                                                                                                                      | $\geq$ 94 %                                                                                                                                                                                                                                                                                                                                                       |  |
|      | At 50% load                                                                                                                                                                                                                                                                                                                                                                                       | $\geq$ 93 %                                                                                                                                                                                                                                                                                                                                                       |  |
|      | At 25% load                                                                                                                                                                                                                                                                                                                                                                                       | $\geq$ 91 %                                                                                                                                                                                                                                                                                                                                                       |  |
|      | <p>Definition of overall efficiency : It is the ratio of output power in KW to the input power to the U PS system, keeping battery disconnected.</p> <p>Penalty for lower efficiency: If the overall efficiency is found to be less than the Bank/ SBIIMS's specified value, the UPS is to be rejected and replacement passing the test to be obtain ed. No further tolerance is permissible.</p> |                                                                                                                                                                                                                                                                                                                                                                   |  |
| 17   | Operating temperature                                                                                                                                                                                                                                                                                                                                                                             | Should be designed for delivering rated KVA at ambient temperature from 0 to 40 Degree Celsius, however it should operate upto 50degree Celsius.                                                                                                                                                                                                                  |  |
| 18   | Relative Humidity                                                                                                                                                                                                                                                                                                                                                                                 | 10-90% at 35 C non-condensing.<br>It should be capable to work in the entire geographical region of the Circle including coastal region.                                                                                                                                                                                                                          |  |
| 19   | Noise level                                                                                                                                                                                                                                                                                                                                                                                       | At 1 meter from the UPS $\leq$ 70 decibels (Prototype test certificate required).                                                                                                                                                                                                                                                                                 |  |
| 20   | Charger                                                                                                                                                                                                                                                                                                                                                                                           | Built in solid state float-cum-boost charger with automatic boost/trickle charge modes with current limiting features. The charger characteristics will be such as to match the float / boost charging of the batteries as per battery characteristic, for enhancing the life of batteries. The charger is designed for atleast 15% of the total battery current. |  |

|    |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|----|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 21 | Interface Facility                                | <p>The UPS System has necessary hardware and software with RS 232 port to work on DOS/SCOUnix (Open Server) Novell Netware/Windows NT OS operating systems. It should be compatible for connecting to Building Management System.</p> <p>B) Remote Managibility through SNMP Facility. There is facility to monitor &amp; broadcast to servers whenever necessary, conditions such as:</p> <p>i) Power failure, backup time, low battery warning &amp; auto file closure.</p> <p>ii) The software is capable of automatically closing the files ("Auto File Closure" feature) in the server so that the data/ programme files on the server are not lost / corrupted.</p> |  |
| 22 | Protection                                        | <p>a) Current limiting protection (Fuse less Electronic). Built in overload/ short circuit protection with snubber circuits for current limit.</p> <p>b) Soft start on inverter and charger arrangement.</p> <p>c) Phase locking mechanism for UPS and mains frequency.- for 3 phase output.</p> <p>d) Over voltage/ under voltage protection.</p> <p>e) Short circuit/ overload protection through MCB/ MCCB</p> <p>f) All other protection systems required for safety of UPS system, such as over temperature protection etc.</p> <p>g) Protection against earth leakage current by suitable protective devices like negative sequence current sensor/ RCCB.</p>       |  |
| 23 | *i) Thyristor based Static (Auto) bye-pass switch | <p>Bi-directional with change over time less than 10 milliseconds in free running mode and instantaneous in synchronous mode from inverter to by-pass and vice-versa.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 24 | Indications                                       | <p>a) Mains ON with phase indication for single phase/ 3 phase separately for all the phases.</p> <p>b) Inverter ON/ OFF/ FAULTY/ TRIP (Reason)</p> <p>c) Charger ON/ FAULTY or TRIP (Reason)</p> <p>d) Battery Low</p> <p>e) Static by-pass ON</p> <p>f) Over temperature</p> <p>g) % load</p>                                                                                                                                                                                                                                                                                                                                                                           |  |

UPS FOR GITC

|    |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|----|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 25 | Alarm                                                            | <p>i) Low battery alarm and mains failure / load on battery alarm provided.</p> <p>ii) Over temperature alarm in two stage :</p> <p>1st stage : Warning</p> <p>2nd stage : Tripping</p>                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 26 | Metering                                                         | <p>Digital Panel Meter duly calibrated to indicate the following</p> <p>a) AC Voltage: Input/ Output</p> <p>b) AC Current : Input/ Output</p> <ul style="list-style-type: none"> <li>• % Load</li> <li>• DC Battery Voltage</li> <li>• DC Charging/ Discharging Current</li> <li>• Frequency- Input/ Output</li> </ul>                                                                                                                                                                                                                                                                       |  |
| 27 | System Controller                                                | <p>The System controller is a redundant device that provides;</p> <ul style="list-style-type: none"> <li>* All system measurements from modules and Static Switch.</li> <li>* Basic system configuration</li> <li>* Alarm indications</li> <li>* Power Analysis</li> <li>* Remote monitoring</li> <li>* Battery handling</li> </ul> <p>In case of System controller failure, the operation of the UPS should not change even though the UPS features will not be available.</p> <p>It should also be possible to replace System controller without interrupting the UPS system operation</p> |  |
| 28 | Event logging at front panel                                     | Should be Available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 29 | SNMP web Monitoring and software compatibility.                  | Should be available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 30 | SMF Batteries set Complete with self standing cubicle or cabinet | <p>Make/Brands: Exide / Panasonic / Amararaja / HBL.</p> <p>Note: Only Valve Regulated Lead Acid (VRLA) type SMF batteries of 20 Hour rating with electrolyte in paste form are acceptable. Any other type including calcium batteries are not acceptable. The sr.no., date and year of manufacturing of batteries shall be specified.</p> <p>UPS MUST HAVE COLD START FACILITY if mains power is not available</p>                                                                                                                                                                          |  |

UPS FOR GITC

|                                                                                                                                                                                                                                                                                                                                       |                                  |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------|
| <p><b>UPS vendors to specify, the make of battery they propose to use &amp; submit detailed literature of battery in the format given in Technical bid. The backup time at full load shall be 30 Minutes. Each cell voltage shall be considered as 1.75V / cell).</b></p> <p><b>Minimum VAH required as per details as under:</b></p> |                                  |                                    |
|                                                                                                                                                                                                                                                                                                                                       | <p><b>UPS Capacity (KVA)</b></p> | <p><b>Back up Minutes/ VAH</b></p> |
|                                                                                                                                                                                                                                                                                                                                       | <p><b>125 X 1 no</b></p>         | <p>20/78720</p>                    |
|                                                                                                                                                                                                                                                                                                                                       | <p><b>80 X 2 nos</b></p>         | <p>15 / 57600</p>                  |
|                                                                                                                                                                                                                                                                                                                                       | <p><b>80 X 2 nos</b></p>         | <p>15 /57600</p>                   |

Testing :i). The supplier shall have facilities to carry out all the tests at factory center, and tests will have to be satisfactorily carried out before acceptance. A list of tests prescribed are given below. ii) Tests shall be carried out and certified by the manufacturer and by the agencies specified here under (a). SAMEER (b)ETDC (c)ERTL (d) CPRI (e) ERDA Vadodara (f) I.I.T.s (g) NITs h) National Research & Technology Consortium, Parwanoo (H.P.), i) reputed Engineering colleges ( discretion with SBIIMS/ Bank) j) Regional Testing Centre ( E.R.), Govt. Of India, Kolkata, (l) Electronics Quality Development Centre, Gandhinagar

(iii) If the UPS does not conform to specifications either during factory test or at site, the Bank/ SBIIMS reserves the right to reject the same. The successful tenderer shall then have to remove the same at his cost from site and supply a new piece conforming to the specifications.

iv). The Bank/ SBIIMS reserves the right to randomly decide to carry out testing of a few UPS systems at site after installation at the cost of UPS vendor, who will be required to arrange for all the requisite variacs, meters, loads etc. and carry out the tests through vendor's personnel in the presence of Bank/ SBIIMS's Officials.

**TEST PARAMETERS**

| <b>SR. NO.</b> | <b>PARAMETERS TO BE MEASURED</b>                   | <b>BANK/ SBIIMS'S SPECIFICATION</b> | <b>TEST RESULTS / REMARKS</b> |
|----------------|----------------------------------------------------|-------------------------------------|-------------------------------|
| 1              | Technology                                         |                                     |                               |
| 2              | Nominal Input Voltage                              |                                     |                               |
| 3              | No Load Input Voltage Range<br>=Voltage Regulation |                                     |                               |
| 4              | Input Frequency range (on D.G.Set)                 |                                     |                               |

UPS FOR GITC

|    |                                               |  |  |
|----|-----------------------------------------------|--|--|
| 5  | Input Power Factor                            |  |  |
| 6  | Inversion Technique                           |  |  |
| 7  | Capacity                                      |  |  |
| 8  | Output Voltage                                |  |  |
| 9  | Output Frequency                              |  |  |
| 10 | Distortion (o/p voltage) THD                  |  |  |
| 11 | Crest Factor                                  |  |  |
| 12 | Static bypass switch                          |  |  |
| 13 | Wave Form (output)                            |  |  |
| 14 | Efficiency                                    |  |  |
| 15 | Indications                                   |  |  |
| 16 | Alarm                                         |  |  |
| 17 | Metering                                      |  |  |
| 18 | DC Isolation between Input line & Output line |  |  |
| 19 | Input Current Harmonics                       |  |  |
| 20 | Batteries                                     |  |  |
| 21 | Rated KVA                                     |  |  |
| 22 | Charger                                       |  |  |
| 23 | Manual bypass switch                          |  |  |
| 24 | Transient Response                            |  |  |
| 25 | Overload capacity 110% & 150%                 |  |  |

**Annexure-C**

**Bill of Material and Compliances**

| <b>Sr. No.</b> | <b>Particulars of Equipment required</b> | <b>Details of equipment to be supplied</b> | <b>Compliance (Y / N)</b> |
|----------------|------------------------------------------|--------------------------------------------|---------------------------|
|----------------|------------------------------------------|--------------------------------------------|---------------------------|

UPS FOR GITC

|   |                                                                                                                                 |  |  |
|---|---------------------------------------------------------------------------------------------------------------------------------|--|--|
| 1 | 125 KVA UPS with 30 minutes battery backup for each UPS (2 Nos)<br><br>80 KVA UPS with 1 hr battery backup for each UPS (4 Nos) |  |  |
| 2 | Interlinking cables for Batteries in each battery bank, cables from Battery Banks to UPS                                        |  |  |
| 3 | Fabricated MS stand suitable for Battery Banks and the proposed location of Batteries                                           |  |  |

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this ..... day of ..... 2017

---

*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of



|                       |                   |
|-----------------------|-------------------|
| <b>Bidder Details</b> | <b>Annexure-D</b> |
|-----------------------|-------------------|

| S. No. | Particulars                                                                                                                                                                                                 | Details |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name of Bidder                                                                                                                                                                                              |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                                     |         |
| 3.     | Certificate of incorporation                                                                                                                                                                                |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                                              |         |
| 5.     | Company website URL                                                                                                                                                                                         |         |
| 6.     | Particulars of the Authorized Signatory of the Bidder<br>a. Name<br><br>b. Designation<br><br>c. Address<br><br>d. Phone Number (Landline)<br>e. Mobile Number<br><br>f. Fax Number<br><br>g. Email Address |         |

**Scope of Work**

Supply, Install, test, commission and maintain UPS system as mentioned above with required backup battery bank for each UPS system .

Scope includes supply of all interconnecting links for the Batteries in the Battery Banks and the connecting cable from the Battery Bank to the UPS systems.

All the Batteries shall be properly placed in a suitable MS rack fabricated to suit the proposed Battery room

The proposed system is for the CDC. The successful bidder shall take necessary security and shutdown permissions from the official in charge of CDC and arrange the installation activity accordingly

If the shutdown permission is given on any holiday or after the office hours or late night etc, the bidder has to arrange the work force accordingly to install and commission the UPS within the time slot given. If required, bidder to arrange for additional technicians as required to complete the work within the given time. No additional payments will be made on this account. The above condition holds good for the breakdown or preventive maintenance activities as well.

Only technicians and Engineers with sufficient expertise shall be employed by the bidder to attend the breakdown activity or new installation in the CDC.

Any misbehaviour and misdeeds or activities not related to UPS installation or maintenance shall be viewed severely and appropriate action on the vendor will be taken.

UPS FOR GITC

**Annexure-F**

**Indicative Commercial Bid**

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

**Name of the Bidder:**

**1) PART I**

| <b>Sr. No.</b> | <b>Description of Item</b>                                                                                                                       | <b>Qty</b> | <b>Rate per item</b> | <b>Total Quote (INR)</b> | <b>Proportion to Total Cost of A (in %age) #</b> |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|--------------------------|--------------------------------------------------|
| 1              | 125 KVA UPS                                                                                                                                      | 2 NOS      |                      |                          |                                                  |
| 2              | COST OF BATTERY BANKS                                                                                                                            | 2 SETS     |                      |                          |                                                  |
| 3              | Cost of interconnecting links for Batteries for each set                                                                                         | 2 SETS     |                      |                          |                                                  |
| 4              | MS stand suitable for the above Battery sets                                                                                                     | 2 NOS      |                      |                          |                                                  |
| 5              | Installation & Commissioning of 2 NOS 125 kva UPS systems and Batteries                                                                          | job        |                      |                          |                                                  |
| 6              | Third party testing of the above UPS systems at UPS factory in the presence of Bank personnel by ERTL / ETDC / IIT / NIT etc as given in the RFP | LS         |                      |                          |                                                  |
|                | <b>Total cost of UPS system (A)</b>                                                                                                              |            |                      |                          |                                                  |

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|                                             |                                                                                                                                                                                                                                                     |          |         |  |  |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|--|--|
| 7                                           | Comprehensive annual maintenance for UPS mentioned above for 5 years, including annual renewal cost, if any, after the end of one year warranty.<br><br>(This cost should be in the range of 8 % to 12 % of the product cost for UPS and Batteries) | 1st Year | Charges |  |  |
|                                             |                                                                                                                                                                                                                                                     | 2nd Year | Charges |  |  |
|                                             |                                                                                                                                                                                                                                                     | 3rd Year | Charges |  |  |
|                                             |                                                                                                                                                                                                                                                     | 4th Year | Charges |  |  |
|                                             |                                                                                                                                                                                                                                                     | 5th year | Charges |  |  |
| <b>Total cost of AMC for 5 years* (B)</b>   |                                                                                                                                                                                                                                                     |          |         |  |  |
| <b>Total cost of Ownership ** C = A + B</b> |                                                                                                                                                                                                                                                     |          |         |  |  |

**PART II**

| Sr. No. | Description of Item                                      | Qty    | Rate per item | Total Quote (INR) | Proportion to Total Cost of A (in %age) # |
|---------|----------------------------------------------------------|--------|---------------|-------------------|-------------------------------------------|
| 1       | 80 KVA UPS                                               | 4 NOS  |               |                   |                                           |
| 2       | COST OF BATTERY BANKS                                    | 4 SETS |               |                   |                                           |
| 3       | Cost of interconnecting links for Batteries for each set | 4 SETS |               |                   |                                           |
| 4       | MS stand suitable for the above Battery sets             | 4 NOS  |               |                   |                                           |

UPS FOR GITC

|   |                                                                                                                                                                                                                                                     |                                                                          |                                                                     |  |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------|--|--|
| 5 | Installation & Commissioning of 4 NOS 125 kva UPS systems and Batteries                                                                                                                                                                             | job                                                                      |                                                                     |  |  |
| 6 | Third party testing of the above UPS systems at UPS factory in the presence of Bank personnel by ERTL / ETDC / IIT / NIT etc as given in the RFP                                                                                                    | LS                                                                       |                                                                     |  |  |
|   | Total cost of UPS system (A)                                                                                                                                                                                                                        |                                                                          |                                                                     |  |  |
| 7 | Comprehensive annual maintenance for UPS mentioned above for 5 years, including annual renewal cost, if any, after the end of one year warranty.<br><br>(This cost should be in the range of 8 % to 12 % of the product cost for UPS and Batteries) | 1st Year<br><br>2nd Year<br><br>3rd Year<br><br>4th Year<br><br>5th year | Charges<br><br>Charges<br><br>Charges<br><br>Charges<br><br>Charges |  |  |
|   | Total cost of AMC for 5 years* (B)                                                                                                                                                                                                                  |                                                                          |                                                                     |  |  |
|   | Total cost of Ownership ** C = A + B                                                                                                                                                                                                                |                                                                          |                                                                     |  |  |

**GRAND TOTAL ( COST OF PART I + COST OF PART II) = Rs \_\_\_\_\_ /-( Rupees \_\_\_\_\_ )**

# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1 bidder in the e-reverse auction. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

**Important:** The price breakup of all the UPS and Batteries/ components must be provided (even if the price is zero). The bid may be rejected if the price breakup is not provided.

\* The amount quoted here should be for 5 years. However, annual maintenance charges will be paid at quarterly intervals in arrear for the year for which the annual maintenance is taken. Annual maintenance will be taken at the option of the Bank.

\*\* This will be the Total Cost of Ownership (TCO) and should be quoted in the reverse auction.

Signature

**Illustration**

| Particulars | Indicative Price Bid Quote (INR) | Proportion to Total Cost (in %age) | L1 Price (INR) | Minimum final price should not be below (INR)* | Maximum final price should not exceed (INR)** |
|-------------|----------------------------------|------------------------------------|----------------|------------------------------------------------|-----------------------------------------------|
| A           | B                                | C                                  | D              | E                                              | F                                             |
| (a) Item A  | 25                               | 13.16                              |                | 9.38                                           | 10.36                                         |
| (b) Item B  | 50                               | 26.32                              |                | 18.75                                          | 20.72                                         |
| (c) Item C  | 75                               | 39.47                              |                | 28.13                                          | 31.09                                         |
| (d) Item D  | 40                               | 21.05                              |                | 15.00                                          | 16.58                                         |

UPS FOR GITC

|                                            |            |            |           |  |  |
|--------------------------------------------|------------|------------|-----------|--|--|
| <b>(e) Grand Total<br/>(a + b + c + d)</b> | <b>190</b> | <b>100</b> | <b>75</b> |  |  |
|--------------------------------------------|------------|------------|-----------|--|--|

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

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

**Undertaking of Authenticity**

To:

Vice President & Circle Head,

Circle Office, 1<sup>st</sup> Floor, 'C' wing State Bank Global IT Center,

Plot no.8, 9, 10, Sector 11, CBD Belapur,

Navi Mumbai 400614.

Tele:- 022 27537416

**Sub: Undertaking of Authenticity for UPS and Batteries**

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

With reference to the equipment being quoted to you vide our Tender No:\_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / etc. used in the equipment to be supplied shall be original new components / parts / assembly / only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / 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. We also confirm that in respect of licensed operating systems and other utilities to be supplied, the same will be procured from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. 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/ SBIIMS may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the / already billed, we agree to take back the equipments without demur, if already supplied and return the money if any paid to us by you in this regard.

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

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

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

Duly authorised to sign Bid for and on behalf of



---

**MANUFACTURERS' AUTHORIZATION FORM ANNEXURE- H**

No. \_\_\_\_\_ Date: \_\_\_\_\_

To:

Vice President & Circle Head,

Circle Office, 1<sup>st</sup> Floor, 'C' wing State Bank Global IT Center,  
Plot no.8, 9, 10, Sector 11, CBD Belapur,  
Navi Mumbai 400614.Tele:- 022 27537416

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 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/ SBIIMS of the pending termination, in sufficient time to permit the Bank/ SBIIMS 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 / Producer)

UPS FOR GITC

*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-I**

**FORMAT FOR EMD BANK GUARANTEE**

No. \_\_\_\_\_ Date: \_\_\_\_\_  
To:  
The Assistant General Manager (Estate)  
State Bank of India  
Ground floor, plot no:8,9,10, Sector -11,  
CBD Belapur, 400 614

Dear Sir,

**EMD BANK GUARANTEE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF UPS AND BATTERIES AS ARE SET OUT IN THE SBI**

**RFP NO.SBI:xx:xx DATED dd/mm/yyyy**

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*

.....to State Bank of India and such services as are set out in the State Bank of India, Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

UPS FOR GITC

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 24 hours 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.

UPS FOR GITC

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.

Notwithstanding anything contained hereinabove:

(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 .....

Yours faithfully,

For and on behalf of

\_\_\_\_\_

Authorized official.

(Note: 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--J**

**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

UPS FOR GITC

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 UPS and Batteries, and services through Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

,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 an 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 24 hours from the date of receipt of the notice as aforesaid.

UPS FOR GITC

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 ..... 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 ..... unless these presents are renewed as provided hereinabove on the .....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 Guarantee Shall be a continuing Guarantee and 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

UPS FOR GITC

(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-K**

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

Date:

M/s.-----

-----

Sub: Certificate of commissioning of equipment

UPS FOR GITC

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 equipment \_\_\_\_\_
- 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.

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



UPS FOR GITC

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.

**ANNEXURE-L**

**Penalties & SLA terms**

1. Delivery of all equipment should be within **8** weeks from date of placing of order. In the event of the equipment not being delivered, installed, tested and commissioned within a period of **10** weeks from date of Purchase Order, a penalty of **0.5 percent** of the total consideration for each week or part thereof the delay, subject to maximum amount of **five (5)** percent of the total consideration will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of UPS and Batteries.
2. 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.

## UPS FOR GITC

3. Warranty for UPS and Batteries Components: Onsite comprehensive warranty for all the UPS and Batteries components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of installation or 15 months from date of delivery, whichever is earlier.
4. Warranty for the System /off-the-shelf will be provided to the Bank/ SBIIMS as per the general conditions of sale of such .
5. 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.
6. 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 UPS and Batteries and against defects arising out of faulty design, materials and media workmanship etc. for a period of one years from the date of acceptance of the UPS and Batteries . The vendor will provide support for Operating Systems and other preinstalled components during the warranty period of the UPS and Batteries on which these & 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.
7. 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 UPS and Batteries and system supplied by the vendor will provide these services.

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 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.
  - b) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed **4** hours.
  - c) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within **8** 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.

UPS FOR GITC

d) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of **99 % of the time on a 24 x7 x365 basis.**

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

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

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

f) Penalties for SLA uptime shall be as under;

| S. No. | Uptime Range | Penalty |
|--------|--------------|---------|
| 1.     |              |         |
| 2.     |              |         |
| 3.     |              |         |

g) 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.

h) **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.

i) 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.

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

k) The Bank/ SBIIMS 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.

## UPS FOR GITC

l) 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. **Future additions of UPS and Batteries /:**

14.1 The Bank would have the right to:

a) Shift supplied systems to an alternative site of its choice.

b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / acquired from another vendor.

## UPS FOR GITC

c) Expand the capacity / enhance the features / upgrade the UPS and Batteries / supplied, either from the vendor, or another vendor, or developed in-house. provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / not acquired from them.

15. 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/ SBIIMS, 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.25,000/- on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

### ANNEXURE-M

**Service Level Agreement :Enclosed is a SAMPLE repeat SAMPLE file (As per SBI guidelines).The successful vendor has to enter into the SLA in consultation with Estate Dept,SBI GITC.**

#### **AGREEMENT FOR ELECTRICAL WORK**

#### **BETWEEN**

**STATE BANK OF INDIA,**

**4th floor, GITC building,**

**CBD Belapur, Navi Mumbai.**

#### **AND**

**M/s Raghavendra Electrical Engineers**

**Office No 403, WallStreet 24,**

**Above McDonalds, Mumbai-Banglore Highway,**

**Warje, Pune- 411058**

**Date of Commencement :**

## UPS FOR GITC

Date of Expiry : 3 Months

### AGREEMENT

This Agreement for Electrical work of 4th Floor, C-D Wings at SBI's GITC Building, sector 11, CBD Belapur, Navi Mumbai, State Bank Of India, 4th floor, GITC building, CBD Belapur, Navi Mumbai (hereinafter "the Agreement") made on 2019.

Between the

State Bank Of India, a body Constituted under the State Bank of India Act, 1955 having its corporate office and central office at the State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai -400021, Global IT Centre at plot no. 8,9,10 Sector-11, CBD, Belapur, Navi Mumbai-400614 and 1<sup>st</sup> floor, (Estate Department) GITC Sector no-11 CBD Belapur Navi Mumbai office at Navi Mumbai hereinafter to as "the Bank Employer" which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns of First Part.

AND

M/s Raghavendra Electrical Engineers, (Proprietorship) incorporated under the provisions of the companies Act, 1956 having its registered office at Office No 403, WallStreet 24, Above McDonalds, Mumbai-Banglore Highway, Warje, Pune- 411058 (hereinafter called ) as "Agency"/"THE CONTRACTOR / Service Provider ") which expression shall unless repugnant to the context or meaning thereof shall include its successors, executor and permitted assigns of Second Part.

WHEREAS the SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. (SBIIMS), (a wholly owned subsidiaries of State Bank of India) invited tender for providing integrated facility management service for the State Bank of India (party of the first part) 1<sup>st</sup> floor, (Estate Department) GITC Sector no-11 CBD Belapur Navi Mumbai office at Navi Mumbai and the party of the second part was selected for the tender process and the party of the second part has offered to provide the above mentioned services. HENCE, the present Agreement.

### RECITALS

#### WHEREAS

- 1) The Bank is desirous of availing Proposed Electrical work of 4th Floor, C-D Wings at SBI's GITC Building, sector 11, CBD Belapur, Navi Mumbai,
  - (i) Service Provider is in the business of providing above mentioned services and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP/ Tender Documents" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

#### \* DEFINITIONS & INTERPRETATIONS

- \* : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

"The Contractor" shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The expression 'works' or 'work' shall mean the permanent or temporary work description in the "Scope of work" and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

"The Bank" means State Bank of India (including its domestic branches), its subsidiaries and joint ventures.

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

"Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract,

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license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“Total Cost / Contract Value” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. 42,48,380.00<Rupees Forty Two Lacs Forty Eight Thousand Three Hundred Eighty Only>) for the full and proper performance of its contractual obligations.

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

‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Scope of Services or in Annexure-.....of this Agreement.

\* **Interpretations:**

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

The singular includes the plural and vice versa.

Reference to any gender includes each other gender.

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

The schedules, Annexure and Appendices to this Agreement shall form part of this Agreement.

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

A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision

Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing

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

\* **COMMENCEMENT&TERM**

2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ 2019.

2.2 This Agreement shall be in force for a period of \_\_\_\_\_ months, unless terminates by the bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed of the renewed term.

\* **SCOPE OF SERVICES:**

\* The scope and nature of the work which the service provider has to provide to the Bank (Services) is.

**3.2 Powers to Vary or Omit Work**

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by bank. The bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify bank thereof in writing with reasons for holding such opinion and bank shall instruct the successful finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If bank

## UPS FOR GITC

*confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial by such variation shall be added to or deducted from the contract price as the case may be.*

*In any case in which the successful bidder has received instructions from bank as to the requirement of carrying out the altered or additional substituted, work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.*

*If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the Service Provider proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum. The decision of bank shall prevail.*

### **REPRESENTATIONS AND WARRANTIES**

*1 Each of the parties represents and warrants and warrants in relation to itself to the other that:*

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

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

*If will provide such cooperation as the other party reasonably requests in order to give full effect to the provisions of this Agreement.*

*The execution and performance of this Agreement by either of the parties does not and shall not violate any provision of any of the existing agreement with any of the party and any other third party.*

*The contractor has to provide first aid kits at site. The contractor has to ensure that all items in the kit are within the valid usable date.*

### **2 ADDITIONAL REPRESENTATION AND WARRANTIES BY SERVICE PROVIDER**

*The contractor shall perform the contract and carry out its obligations under the agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry.*

*The contractor shall duly intimate to the bank immediately, the changes, if any in the constitution of the contract provider.*

*3. The contractor shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the contractor in rendering the contract under this agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the contractor unless such person is found to be suitable in such verification and the contractor shall retain the records of such verification and shall produce the same to the bank as when requested.*

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

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

*Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.*

### **CONFIDENTIALITY**

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



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Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

Contractor agrees to indemnify and hereby keeps the bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney/Advocate fees and legal expenses) which bank may suffer or incur on account of breach of confidentiality obligations as per this agreement by contractor or its employees, agent, representatives, sub-contractors. Contractor further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on contractor.

### RELATIONSHIP BETWEEN THE PARTIES.

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

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

- \* None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- \* This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- \* All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

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

### SUB- CONTRACTING

No sub-contracting of any part of the contract by the contractor shall be allowed other than those specifically mentioned in this agreement or agreed by the bank in writing.

#### 1. INTELLECTUAL PROPERTY RIGHTS

1.1 For any service / product rendered by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such Service / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

1.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

1.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / products or any part thereof in India or abroad.

1.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

## UPS FOR GITC

1.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

### PERFORMANCE GUARANTEE & PENALTY

1 Performance of the obligations under the agreement shall be made by the contractor in accordance with the time schedule specified in this agreement.

Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the Service Provider on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the Service Provider after the defects liability period as specified in the contract.

2. If at any time during performance of the contract, the contractor should encounter unexpected conditions impeding timely completion of the contract under the agreement and performance of the contract, the contractor 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 contractor's notice, the Bank shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment to the agreement.

### 3 LIQUIDATED DAMAGES

If vendor fails to perform contract in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% of Total Cost for delay of each week or part thereof maximum up to 05% of the Total Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

### FORCE MAJEURE:

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

2 For the purpose of this clause. "Force Majeure" means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, herbal, bundh, fires, epidemic, quarantine restrictions, freight embargoes, declared general strikes in revelent industries, is Major Act of Government impeding reasonable performance of the contractor and/ or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming force Majeure.

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

4 If the event of Force Majeure continues for a period more than 30 days, the bank shall be entitled to terminate the agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this contract as a result of an event of Force Majeure. However, contractor shall be entitled to receive payments for all services actually rendered up to the date of the termination of this agreement.

### COMPLIANCE WITH LAWS

1 Contractor hereby agrees and declares that it shall be the sole responsibility of contractor to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by contractor as envisaged under this agreement.

2 Contractor shall be solely liable and responsible for compliance of applicable central labour laws in respect of its employee's agents, representatives and subcontractors and in particular laws relating to terminal benefits such as pension, Gratuity, Provident fund, Bonus, or other benefit to which they may be entitled and the laws relating to contract labour, minimum wages etc., and the bank shall have no liability in these regards. Further, the contractor would indemnify / make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

## UPS FOR GITC

3 Contractor confirms that it has full authority to enter into this agreement and render the contract as envisaged under this agreement and all corporate or other necessary approvals have been obtained for entering into this agreement with the Bank. Further, the persons executing this agreement on behalf of the contractor have full authority and power to execute this agreement and bind contractor.

4 The Contractor shall arrange and pay for policy under the public liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said act or any rules framed there under and which substances are used by the contractor during the course of the housekeeping services under these presents.

5 The Contractor shall obtain adequate insurance policy in respect of the personnel engaged for the service, towards meeting the liability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

6 The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under contract labour (regulation and Abolition) Act.1950 and rules there under. The contractor shall comply with all rules and regulations in force under the said act and rules. Contractor shall also comply with all applicable laws, rules and regulations relating to provident fund. Payment of Bonus, Minimum wages or any other statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor solely.

7 The contractor shall in terms of the provisions of sections 16, 17 and 18 of the contract labour (Regulation & Abolition) Act, 1970 and the rules framed under the said act provide the prescribed amenities to its personnel. In case of failure of contractor in comply with the said provisions, the Bank may provide the same when called upon to do so by the competent Authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to its other rights and remedies under these presents. The contractor shall be responsible for proper maintenance of all registers, records and accounts so far these relate to the compliance of any and all statutory provisions/obligations.

8 Payment of wages to all workers engaged by the contractor should be through an account maintained with any scheduled commercial Bank.

9 The Contractor shall arrange for ESIC/ Workmen's Compensation Insurance as required by Law and undertake to indemnify and keep indemnified the SBI/MSBFI from against all manner of claims and demands and losses and damages and cost (including between Attorney and SBI/MSBFI) and charges and expenses that may be in regard to the same or that the SBI/MSBFI may suffer or incur with respect to and /or incidental to the same.

### Local laws, Acts Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labour legislation including the latest requirements of the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

**10 TERMINATION/CANCELLATION OF CONTRACT**

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

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

*Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.*

1.7 *The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.*

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

- (i) *If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.*
- (ii) *If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.*
- (iii) *If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.*
- (iv) *Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.*

- \* *In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.*
- \* *In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.*
- \* *In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.*
- \* *Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:*
- \* *such rights and obligations as may have accrued on the date of termination or expiration;*
- \* *the obligation of confidentiality; and*
- \* *Any right which a Party may have under the Application Law.*

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### 12. RIGHT TO AUDIT:

12.1 It is agreed by and between the parties that the Bank shall have the right to audit the site and repair works at any time during the term of this agreement. All costs for such audit shall be borne by the Bank.

12.2 The Bank shall have the right to conduct audits on the contractor whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the contractor in conjunction with the services performed for the bank.

12.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the works available with the contractor.

12.4 The parties agree that the Bank shall have the right, but without any obligation to monitor and assess, the services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any jobs of the contractor or the employees of the contractor.

12.5 The Bank should have right to conduct surprise check of the contractor's activities in respect of the repair works.

12.6 The contractor agrees that the Bank shall have the right to disclose the details of this agreement and the details of contract covered herein to the Reserve Bank of India and Indian Banks Association.

12.7 The contractor agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the contractor in respect of this agreement.

12.85 The contractor agrees the documents and data in respect of the contract for such period in accordance with the legal/regulatory obligation of the bank in this regard.

12.9 The contractor agrees that the complaints/feedback, if any received from the employees/ Guest of the bank in respect of the repairs by the contractor shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the contractor.

12.10 Where any deficiency has been observed during audit of the service provider in its processing facilities and operating practices, the Service Provider shall correct/resolve the same at the earliest, and shall provide all necessary documents related to resolution thereof and shall further certify in respect with resolution of the deficiencies

### 13. FEES, TAXES DUTIES & PAYMENTS

13.1 Contractor shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the bank.

All duties and taxes (excluding<sup>1</sup> GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

#### 13.1 PAYMENT TERMS

- \* There would be no increase in rates payable to the contractor during the contract period.
- \* The performance of the contractor shall be monitored by the monitoring committee based on the feedback from the residents on quarterly basis. The monitoring committee is empowered to recommend termination of the contract if the performance of the contractor is found to be unsatisfactory.

13.2 All other taxes including service tax, duties and other charges which may levied shall be borne by the contractor and the bank shall not be liable for the same.

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<sup>1</sup> Please determine the applicability of the taxes.

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### 14. GENERAL INDEMNITY

14.1 Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the bank may suffer or incur on account of any deficiency in repairs rendered by contractor or any act of commission/omission on the part of employees, agents, representatives or sub-contractors of contractor. Contractor agrees to make good the loss suffered by the bank on first demand made by the bank in this regards which shall be final conclusive and binding on the contractor.

14.2 Contractor further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a court of competent jurisdiction to protect its interest including injunctive relief.

14.3 The contractor shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/ information of the Bank by the Contractor deliberate or otherwise.

14.4 The contractor shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the repair or use of any product under this agreement, subject to the following condition:

14.5 The Bank shall promptly notify the contractor in writing of any allegations of infringement of which it has notice.

### 16. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS:

16.1 The contractor shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the contractor or any employees in rendering the repair or any part of the same under this agreement to the Bank.

In the event of this agreement comes to end on account of termination or by the expiry of the term/ renewed term of the agreement or otherwise, the contractor shall render all reasonable assistance and help to the bank and to any, new contractor engaged by the Bank, for smooth switch over and continuity of the repair work.

In the event of failure of the contractor to render the repair work without prejudice to any other right the bank shall have as per this agreement, the Bank at its sole discretion may make alternative arrangements for getting the repair works from any other source. And if the Bank gives a prior notice to the contractor before availing such services from any other alternative source, the contractor shall liable to reimburse the expenses, if any incurred by the Bank in availing such repairs from the alternative source.

#### Service Provider's Obligation

The Vendor is obliged to work closely with SBI's staff, act within its own authority and abide

by directives issued by SBI from time to time.

The vendor is responsible for managing the activities of its personal and will hold itself responsible for any misdemeanors on the part of its personnel.

The vendor will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any party without prior written approval of SBI.

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

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

### 17. ARBITRATION:

17.1 Any dispute and items of disagreement arising between the Contractor and Bank, shall be referred to the Chief General Manager or in his absence, the General Manager of SBI and his decision on those matters will be final and binding on the Contractor and bank.

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17.2 If any dispute, difference, or question shall at any time arise between the Contractor and the Bank as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that stated in (i) above or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of the matters for which it is provided herein, that the decision of the Bank is final and binding, the same shall be referred to the Arbitration.

17.2 The place of Arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one Arbitrator and the two Arbitrators so appointed by the parties shall appoint the third Arbitrator, who shall be the chairman of the Arbitral Tribunal.

The Arbitral award shall be in writing and subject to the provisions of the Arbitration and conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

Pending the submission to Arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award of decision, the parties shall, except in the event of termination of this agreement or in the event of any interim order/ award is granted under the afore stated act, continue to perform their obligations under this agreement.

### WAIVER OF RIGHTS

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

### GOVERNING LAW & JURISDICTION:

18.1 The agreement shall be governed and constructed in accordance with the laws of Republic of India.

18.2 The parties agree to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the parties under the Agreement.

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

### ENTIRE AGREEMENT:

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

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

- (i) This Agreement;
- (ii) Annexure of Agreement;
- (iii) Purchase / Work Order No. REF. NO. AA/RE/SBIIMS/SBI-GITC/4<sup>TH</sup> FLR/ELE/DEC/01 dated 26<sup>TH</sup> DECEMBER 2018; and
- (iv) RFP No.                      dated                      .

### 20. SEVERABILITY:

20.1 If any part or provisions of this agreement is or becomes illegal invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only. Without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this agreement. The parties hereby agree to attempt to substitute any invalid or unenforceable

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*provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.*

### **21 NOTICES:**

*21.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail or email to the relevant address set forth below or such other address as each party may notify in writing to the other party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if Delivered by hand) or upon actual receipt (given by email or if sent by post) after duly service of such notice on either party.*

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

*21.3 Address for communication to the parties are as under:*

*21.3.1 To the Bank,*

*Vice President & Circle Head,*

*SBIIMS GITC Circle Office*

*1<sup>st</sup> Floor, C Wing, State Bank Global IT Center,*

*Sector-11, CBD Belapur,*

*Navi Mumbai.*

*21.3.2 To Contractor*

*M/s Raghavendra Electrical Engineers*

*Office No 403, Wall Street 24, Above McDonalds,*

*Mumbai-Bangalore Highway, Warje, Pune- 411058*

### **22. MISCELLANEOUS:**

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

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

*This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.*

*Neither this agreement nor any provision hereof is intended to confer upon any person/s other than the parties to this agreement any rights or remedies hereunder.*

*The contractor shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.*

*In case of any change in applicable laws that has an effect on the terms of the agreement, the parties agree that the agreement may be reviewed, and if deemed necessary by the parties, make necessary amendments to the agreement by mutual agreement in good faith.*

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

*The contractor shall not assign or transfer all or any of its rights, benefits or obligations under this agreement without the approval of the Bank. The Bank may, at any time, assign, or transfer all or any of its rights, benefits and obligations under this agreement.*

*The contractor agrees that they shall not use logo, trademark, copy rights or other proprietary rights of the bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the bank.*



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

State Bank of India

Contractor

Name: -

Name:- Raghavendra Electrical Engineers

Designation:-

Designation:- PROPRIETOR

Date: -

WITNESS:-

(1) Name:

Address :

(2) Name:

Address:

**ANNEXURE-N**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

\_\_\_\_\_ constituted under the \_\_\_\_\_ Act, \_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

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

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and

agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

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

(a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party or UPS and Batteries products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and disks or tapes, whether machine or user readable.

**2. Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information

(“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall

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give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) the statutory auditors of the Bank and
- (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any disclosed to Receiving Party.

### 3. **Rights and Remedies**

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

### 4. **Miscellaneous**

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

(b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term

“residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_  
 (month) (place)

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

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

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

**ANNEXURE-P**

**Pre-Bid Query Format**

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

**END OF DOCUMENT**