

TENDER ID	HYD/CSO/2022-23/001
DATE	18.04.2022



CIRCLE SECURITY DEPARTMENT, LHO, HYDERABAD

INVITES

TENDER FOR

EMPANELMENT OF MANUFACTURERS / FIRMS / COMPANIES / DEALERS / VENDORS DEALING WITH SUPPLY, INSTALLATION, COMMISSIONING, TESTING & MAINTENANCE OF SECURITY ALARM SYSTEM (INCLUDING MAINTENANCE OF EXISTING SECURITY ALARM SYSTEM) IN THE BRANCHES / OFFICES / CELLS IN THE STATE OF TELANGANA

THE AGENCIES WITH NECESSARY EXPERIENCE IN THE RESPECTIVE AREAS WILL BE CONSIDERED FOR EMPANELENT PROVIDED THEY MEET THE CRITERIA FOR PRE-QUALIFICATION MENTIONED IN THE APPLICATION. FOR EACH CATEGORY OF WORK, SEPARATE APPLICATION IN SEALED COVER WITH APPLICATION FEES SUPERSCRIBING NATURE & CATEGORY OF WORK TO BE SUBMITTED

**The Assistant General Manager & CSO
Security Department
Ground Floor, Local Head Office,
State Bank of India,
Bank Street, Koti,
Hyderabad – 500 095
PH:040-23466361**

NOITICE INVITING APPLICATION

Circle Security Department, Local Head Office, Hyderabad, State Bank of India Hyderabad invites applications from the eligible agencies fort of EMPANELMENT OF MANUFACTURERS / FIRMS / COMPANIES / DEALERS / VENDORS DEALING WITH SUPPLY, INSTALLATION, COMMISSIONING, TESTING & MAINTENANCE OF SECURITY ALARM SYSTEM (INCLUDING MAINTENANCE OF EXISTING SECURITY ALARM SYSTEM) IN THE BRANCHES / OFFICES / CELLS IN THE STATE OF TELANGANA

1	Name of the work	SECURITY ALARM SYSTEM (INCLUDING MAINTENANCE OF EXISTING SECURITY ALARM SYSTEM)
3	Date and Time where application forms are available	Available from 18.04.2022 to 09.05.2022 by 03:00 PM at https://www.sbi.co.in
4	Time and last date of submission of application in physical form	Up to 3.00 PM on 09.05.2022
5	Date, Time and Place of opening of applications	On 11.05.2022 at 1100 hrs. onwards Assistant General Manager & CSO Circle Security Department Ground Floor, Local Head Office, State Bank of India, Bank Street, Koti, Hyderabad – 500 095 PH:040-23466361 email id : cs0.lhohyd@sbi.co.in

SBI has the right to accept/reject any/ all empanelment application without assigning any reasons.

**Assistant General Manager & CSO
Circle Security Department
State Bank of India**

Request for Proposal

Empanelment of Manufacturers/ Firms/ Companies/ Dealers/ Vendors of Security Alarm System (Including maintenance of existing Security Alarm System) in Branches/Offices/Cells UNDER THE CONTROL OF SBI HYDERABAD CIRCLE

Circle Security Department on behalf of STATE BANK OF INDIA, (a body corporate constituted under the State Bank of India Act 1955 and having one of its Local Head Offices, at Koti, Hyderabad, hereinafter referred to as 'The Bank' which expression shall include its successor and assignees) intends to prepare a panel of reputed, reliable and experienced Manufacturers/ Firms/ Companies/ Dealers/ Vendors for the supply, installation and maintenance of the following categories of Security Alarm System (Including maintenance of existing installed systems) for its Branches/ Offices/ Cells in the State of Telangana:-

Category	Name of Equipment / Work	Technical Specifications
Category A	Security Alarm System	<u>Annexure 'A'</u>
Category B	Specimen of Installation & AMC Certificate	<u>Annexure 'B'</u>

Interested parties/ individuals may apply on Form No.-I (Application Form) & Form No.-II (Information Form), Manufacturers/ Firms/ Companies/ Dealers/ Vendors may apply by submitting their application for the Security Alarm System. **All existing empanelled vendors have to apply afresh.** The Application Forms can be downloaded from the Bank's website <https://www.sbi.co.in> under 'Empanelment of Vendors' in 'Procurement' menu.

The completed applications, along with their enclosures & documentary proof, received at the office of the undersigned as per schedule of events shall only be processed. No applications will be received thereafter. The above timeline holds good even for all the postal/courier deliveries. As such the Bank does not hold any responsibility for the any delay during transit, whatsoever.

The Bank may reject incomplete/ late received applications and also reserves its right to cancel empanelment by giving a notice of one month without assigning any reason.

The applicants should visit the above website at frequent intervals for any corrigendum up to closing hours of submission of applications.

Assistant General Manager & CSO
Circle Security Department

SCHEDULE OF EVENTS:

S.No	Schedule of Events	Time Lines
01	Application for Empanelment Document Availability	Application for Empanelment can be downloaded from website https://www.sbi.co.in under 'Empanelment of Vendors in 'Procurement' menu from <u>18.04.2022, 03:00 PM onwards</u>
02	Pre-Bid Meeting	04.05.2022 at Circle Security Department address at 11:30AM. Any changes in the pre-bid meeting date will be intimated separately in the Corrigendum.
03	Last date and time for submission of Applications for Empanelment.	Upto <u>03:00 PM on 09.05.2022</u> at the address given below
04	Opening of Applications for Empanelment and preliminary scrutiny of documents	<u>COMMENCES FROM 11:00 AM on 11.05.2022</u>
05	Technical Presentation and Product Demonstration	Will be intimated later to the shortlisted applicants
06	Contact Address	Assistant General Manager & CSO Circle Security Department Ground Floor, Local Head Office, State Bank of India, Bank Street, Koti, Hyderabad – 500 095
07	Contact Phone	040-23466361
08	Contact Email	cso.lhohyd@sbi.co.in

IMPORTANT INSTRUCTIONS

1. All Applications for Empanelment must comply to Eligibility Criteria Clause 2.1 in the Notification.
2. Bank reserves the right to change the dates mentioned in this RFP document, which will be uploaded in the website as corrigendum.
3. The information provided by the vendors in response to this RFP document will become the sole property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised through our website and such amendments will be binding on them.
4. Please note that all the information desired needs to be provided. Incomplete information would lead to disqualification/ non-consideration of the proposal.
5. **Conditional Applications will not be considered** and will be rejected summarily.
6. Each page of the RFP documents along with its enclosures needs to be signed by the Authorized signatory with company seal affixed.
7. Application received after due date and hours will not be entertained. Postal delay, if any, will not be considered.

DISCLAIMER

1. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Applicants. 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 Applicant.
2. The purpose of this RFP is to provide the Applicant(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each Manufacturers/ Firms/ Companies/ Dealers/ Vendors may require. Each Manufacturers/ Firms/ Companies/ Dealers/ Vendors should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, obtain independent advice/clarifications. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the details/ requirements/ terms & conditions/ instructions in this RFP.
3. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Manufacturers/ Firms/ Companies/ Dealers/ Vendors or Applicant under any law, statute, rules or regulations or tort, 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 the Empanelment process.
4. The Bank also accepts no liability of any nature, howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.
5. The issue of this RFP does not imply that the Bank is bound to select an Applicant or to appoint the selected Applicant, as the case may be, for the project and Bank reserves the right to reject all or any of the Applicants or Applications for Empanelment without assigning any reason whatsoever.
6. The Applicant is expected to examine all instructions, forms, Terms and Conditions and specifications in the RFP. Failure to furnish all information required in the Application for Empanelment or to submit an Application for Empanelment not substantially responsive to the Application for Empanelment in all respects will be at the Applicants risk and may result in rejection of the Application for Empanelment.

INTRODUCTION

1. BROAD SCOPE OF WORK:

1.1 To prepare a panel of reputed & reliable Manufacturers/ Firms/ Companies/ Dealers/ Vendors dealing in supply, installation, commissioning, testing and maintenance of Security Alarm System as mentioned in the document and their commissioning, software optimization/ customizations, providing warranty/Post warranty services including maintenance of existing Security Alarm System.

1.2 Supply, delivery at site, loading/unloading, any other services associated with the delivery of equipment and installation, cabling, commissioning, software optimization/customizations, providing warranty/ Post warranty services i.e. Annual Maintenance Contract (AMC) and AMCs of existing Security Alarm System and any other related accessories/services for the complete installation and commissioning of systems in **approximately 1240 branches/ offices/ cells** of the State Bank of India under the control of SBI Hyderabad circle .

2. **ELIGIBILITY CRITERIA:** Eligibility criteria for each of the following should be fulfilled for further evaluation of Application for Empanelment. **Not fulfilling any one of the criteria will result in rejection of Application for Empanelment.**

2.1. MINIMUM ELIGIBILITY CRITERIA

(1)	(2)	(3)	(5)	(6)
S. No	Security Equipment Category	In Business for a continuous period as on 31/03/2022	Total Business Turn Over (Best 3 out of 5 last years) Rs	Sum total of Similar work completed in last 05 years (Rs) <i>(From 01.04.2017 to 31.03.2022)</i>
(1)	Security Alarm System	07 Years	1 Crore	2 Crores for 1 Client for above period. or 1.25 Crores for 2 Client for above period. or 1 Crore for 3 Client for above period.

Please attach self-certified photocopies of the IT Returns and Audited Balance Sheets of last **three years** as on 31.03.2022. Copies of work order and work completion certificate (**MUST**) of Government/ PSUs / Public Sector Banks/ Private Banks/ Industries also shall be attached. Additional supporting documents, if required, would be asked for, subsequently.

2.2. The intending Applicant should be a Manufacturer/ Firm/ Company/ Dealer/ Vendors dealing in the field of supplying, installation & maintenance of the security equipment; they intend to apply, for a minimum period of 07 years as on 31st March 2022.

2.3. Further, during the last five **years they should have carried out similar nature of work** in Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Reputed Financial Institutions (FIs)/ Corporate Offices etc they are applying for. Following documentary proof should be provided in support of work done:

- (a) Work Completion Certificate issued by the Competent Authority.
- (b) Satisfactory Performance Certificates from the clients in original.
- (c) Work order copies/ agreement/invoices/ payment advises shall be submitted by bidders operating on OPEX basis.

In the absence of above documents / certificates, the Application for Empanelment will be **summarily rejected**.

2.4. **ANNUAL TURNOVER:** The Vendor desirous of empanelment with the Bank should have an average Annual Turnover for the past three years ending 31st March 2022 as per Para 2.1 above.

2.5. Manufacturers/ Firms/ Companies/ Dealers/ Vendors must have valid PAN and GSTIN Number and should have complied with all applicable statutory provisions/ obligations.

2.6. If the vendor is Original Equipment Manufacturer (OEM) / Original Device Manufacturer (ODM) of the proposed make (as per the RFP document) of the system or a subsidiary company of a manufacturer company for such system, Manufacturers Authorization Form (MAF), as proof, for the same must be provided.

2.7. If the Manufacturer/ Firm/ Company/ Dealer/ Vendor is authorized supplier of the proposed make (as per the RFP document) of equipments, it shall have back-to-back agreement with each of the equipment Manufacturer, to give direct support for maintenance, spares and upgrades for a minimum period of 5 years (including warranty period) (**Appendix-4**). **The Vendor should have SLA with the OEM/ODM to include all the items including accessories. (Copy to be attached).**

2.8. The Manufacturer/ Firm/ Company/ Dealer/ Vendor should have Manufacturer's Authorization Form (MAF) in original with clear validity date. The copy of the same is to be attached with the documents. (**Appendix-4**)

2.9. The products proposed by the Manufacturer/ Firm/ Company/ Dealer/ Vendor **should be from OEM / ODM which** should be **UL** (Underwriters Laboratories Inc) certified. **CE** (*Conformité Européenne* ("European Conformity")) / **BIS** (Bureau of Indian Standard), **ERTL/ETDC** certified. A proof of the same (all mandatory certificates) is required to be provided by the vendor.

2.10. The Manufacturer of the equipment must have a sound and well documented Quality Framework. Applicant is required to submit a valid ISO certificate (ISO 9001:2008) (ISO 14001:2004) or equivalent (not older than 02 year) for the Manufacturer in support of this clause, if any.

2.11. The applicant should have an established office/ service centre with technical personnel in one or more locations of the Administrative Offices preferably at Nizamabad, Nalgonda, Warangal and Hyderabad/ Secunderabad for providing 24 hours x 7 days post implementation support/ service. However, as and when required the applicant must be prepared to open the additional support offices at new centres where AOs /RBOs are located from the prospective of providing 24 x 7 days post implementation support. Complete address, contact details like Tele No., Fax No., email ID and Mobile Nos. and documentary evidence for the same should be provided. Proof for the same to be submitted like Gumasta License Copy/ Registration Certificate under Shops and Establishment Act.

2.12. The Manufacturers/ Firms/ Companies/ Dealers/ Vendors should have sufficient qualified and trained engineers/ technicians for supervision and execution of work at each of the location mentioned in Para 2.11 (List of technician/ tradesmen along with their qualification to be enclosed).

2.13. The Manufacturers/ Firms/ Companies/ Dealers/ Vendors should have sufficient workshop space & technical equipment for testing/ repairing/ execution/ maintenance of equipment befitting to the quality & quantity of work. The Bank may inspect the facilities of the Manufacturer/ Firm/ Company/ Dealer/ Vendor to verify the genuineness and to ensure the conformity with the details given.

2.14. The proposed Security Alarm System should be of an established brand and **should have been in market for the last 05 years** (Proof to be submitted). Applicants applying for Security Alarm System must submit applications in a sealed envelope along with the relevant documents and super scribed "**Expression of Interest/ Request for Proposal for the Empanelment, for the Supply, Installation, Commissioning, Testing & and Maintenance of Security Alarm System (Including maintenance of existing Security Alarm System).**"

2.15. **WORK COMPLETION CERTIFICATE:** Experience of having successfully completed the Security Alarm System related works during last 7 years up to 31.03.2022, (as per Para - 2 .1) along with self attested copies of work order and successful **work completion certificates (equipment need to be highlighted in the work order & completion certificate)** must be provided. Original documents must be produced on demand. Non-submission of completion certificate will mean

that the required amount of work has not been done and the proposal will be summarily rejected.

2.16. **Satisfactory Performance Certificate** (in original) from the customer where the installation has been done is to be enclosed/ attached.

2.17. **SOLVENCY CERTIFICATE**: The vendor should submit latest solvency certificate **worth Rs 10 Lacs**, certified by a scheduled Bank. **It should not be older than six months from the date of submission**. please note that submission of original solvency certificate for application for one equipment & photocopies of the same for rest of the applications(with due reference of the original) will be accepted.

2.18. **PRODUCT LITERATURE**: Technical Specifications/ Brochure / data sheet of the product offered is to be attached.

2.19. The applications from intending Manufacturer/ Firm/ Company/ Dealer/ Vendor who are under arbitration/ litigation with our Bank or have been black listed/ de-listed/ depanelled for past 02 years by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment. An Affidavit to this effect needs to be submitted by the vendor as per Bank's requirement.

2.20. The Manufacturer/ Firm/ Company/ Dealer/ Vendor applying for empanelment should be empanelled / have installed similar equipment /looking after the Annual Maintenance of similar Equipment in **at least five** Government / PSUs, Banks (Public/ Private sector) for at least 3 years in last seven years. **(Vendor should provide reference of the institution they have worked with and they will qualify only if the Bank get positive feedback from those institutions)**

3. **INHERENT COST FOR EMPANELMENT**: The participating Applicants shall bear all the costs associated with or relating to the preparation and submission of their Applications for Empanelment 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 Application for Empanelment. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant regardless of the conduct or outcome of the Empanelment process.

4. **THE APPLICATIONS FOR EMPANELMENT**

4.1 The Manufacturer/ Firm/ Company/ Dealer/ Vendor is expected to examine all instructions, forms, terms & conditions and specifications in the Application for Empanelment. Failure to furnish all information required for the Empanelment process or to submit an application not substantially responsive to the Empanelment process in every respect will be at the Manufacturer/ Firm/ Company/ Dealer/ Vendor's risk and may result in the rejection of the Application.

4.2. The Manufacturer/ Firm/ Company/ Dealer/ Vendor shall indicate the measure of compliance to each paragraph of this RFP. While preparing the compliance report, if the Manufacturer/ Firm/ Company/ Dealer/ Vendor feels that additional information would be required for enabling full understanding of the Manufacturer/ Firm/ Company/ Dealer/ Vendor's offer, such points should be supplemented by additional description information.

4.3 All papers / documents/ attachments of the application must be serially numbered, indexed and flagged.

4.4 The information provided by the Applicants in response to this RFP will become the property of SBI and will not be returned. Incomplete information in empanelment application may lead to non-consideration of the proposal.

5. CLARIFICATION / AMENDMENT OF BIDDING DOCUMENT

5.1 All the doubts raised by the Manufacturers / Firms/ Company/ Dealers/ Vendors will be clarified during Pre-bid meeting.

5.2 No individual clarification will be sent to the Manufacturer/ Firm/ Company/ Dealer/ Vendor. It is the responsibility of the vendor to check the website before final submission of applications.

5.3 Relaxation in any of the terms contained in the empanelment process, in general, will not be permitted, but if granted by Bank, the same will be put up on Bank's Website.

5.4 All Manufacturer/ Firm/ Company/ Dealer/ Vendor must ensure that such clarifications / amendments have been considered by them before submitting the application. Bank will not take responsibility for any omissions by Manufacturer/ Firm/ Company/ Dealer/ Vendor.

5.5 The empanelment document prepared by the Manufacturer/ Firm/ Company/ Dealer/ Vendor, as well as all correspondence and documents relating to the empanelment process exchanged by the Manufacturer/ Firm/ Company/ Dealer/ Vendor and the Bank and supporting documents and printed literature shall be submitted in English.

5.6 SBI reserves the right to amend, rescind or reissue the RFP at any time prior to the submission of applications. The Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective applicant, may modify the empanelment document, by amendment which shall be made available to the applicants by way of corrigendum/addendum. The interested applicants are advised to check the Bank's website regularly till the date of submission of empanelment document specified in the schedule of events and ensure that clarifications/amendments issued by the Bank, if any, have been taken into consideration before submitting the application. Such amendments/clarifications, if

any, issued by the Bank will be binding on the participating applicants. Bank will not take any responsibility for any such omissions by the applicants.

5.7 All the related queries will be answered only in the pre-bid meeting.

6. **EXTENSION OF DEADLINE FOR SUBMISSION OF APPLICATIONS:**

The Bank at its discretion may extend the deadline for submissions of applications. A reasonable time will be given, after pre-bid meeting, to incorporate necessary amendments, if any, in preparing the applications.

7. **DOCUMENTARY EVIDENCE ESTABLISHING MANUFACTURER/ FIRM/ COMPANY/ DEALER/ VENDOR'S ELIGIBILITY AND QUALIFICATIONS:**

The documentary evidence of the Manufacturer/ Firm/ Company/ Dealer/ Vendor's qualifications to perform the Contract, if its application process is accepted, shall be established to the Bank's satisfaction that adequate, specialized expertise are available to ensure that the support services are responsive and the applicant will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and after it. Applicant should be in position to provide necessary maintenance services up to next four years under comprehensive AMC, post warranty.

8. **DOCUMENTARY EVIDENCE ESTABLISHING ELIGIBILITY OF PRODUCTS AND CONFORMITY TO BIDDING DOCUMENTS**

8.1 The Manufacturer/ Firm/ Company/ Dealer/ Vendor shall submit point by point compliance to the technical specifications (as per **Appendix-5**) and it should be included in the application.

8.2 Any deviations from specifications should be clearly brought out in the application.

9. **EARNEST MONEY DEPOSIT (EMD)**

9.1 The successfully empanelled Manufacturer/ Firm/ Company/ Dealer/ Vendor may have to pay an **one time EMD** as specified by Bank for Security Alarm System for which applicant intends to participate / quote in form of Demand Draft (DD) favouring **AGM & CSO, SBI, HYDERABAD LHO** payable at **Hyderabad** at the time of e-tendering. **Vendors registered under MSME & NSIC are not exempted for payment of EMD & application fees.**

9.2 The EMD is required to protect the Bank against the risk of Manufacturer/ Firm/ Company/ Dealer/ Vendor's conduct/performance, which would warrant for the EMD's forfeiture.

9.3 At the time of commercial bidding/ reverse auction after empanelment process, the Manufacturer/ Firm/ Company/ Dealer/ applicant should submit **one time EMD** as

specified in the tender document. The tenders submitted without EMD will summarily be rejected.

9.4 The successful Manufacturer/Firm/Company/Dealer/Vendor/Bidder must submit Performance Bank Guarantee (PBG) equivalent to 10% of the order value. The orders will be issued only on submission of PBG with validity for the period of the contract/warranty. The format for Performance Bank Guarantee is given in **Appendix-7**.

9.5 The EMD will be forfeited:

(a) If a Manufacturer/ Firm/ Company/ Dealer/ Vendor makes any statement or encloses any form which turns out to be false / incorrect at any time prior and / or after signing of Contract; or

(b) In case the successful applicant fails:

(i) To sign the Contract.

(ii) To perform the contract as per tender specification and instructions.

(c) If it is found that the applicant is involved in arbitration/ litigation with our Bank or has been black listed/ de-listed/ depanelled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices.

(d) If it is found that the contract have been signed by misrepresentation or in contravention of the any of the terms of the empanelment process.

10. **PERIOD OF VALIDITY OF EMPANELMENT APPLICATIONS**

10.1 Applications shall remain valid for a period of 180 days from the date of opening. An application valid for a shorter period may be rejected by the Bank as non-responsive.

10.2 In exceptional circumstances, the Bank may solicit the Manufacturer/ Firm/ Company/ Dealer/ Vendors' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

10.3 The Bank reserves the right to call for fresh applications for empanelment at any time during the validity period, if considered necessary.

11. **DOCUMENTS COMPRISING THE EMPANELMENT APPLICATION**

11.1 Documents comprising the envelop of Empanelment Applications, should contain following:

(a) Application For Empanelment(Form I)

- Appendix - 1

(b) Information Form (Form II)

- Appendix - 2

- | | | |
|-----|--|----------------|
| (c) | Check List: Eligibility Criteria | - Appendix - 3 |
| (d) | Manufactures/ Producers Authorization Form | - Appendix - 4 |
| (e) | Technical Specifications | - Appendix - 5 |
| (f) | Annual Maintenance Contract | - Appendix - 6 |
| (g) | Performance Bank Guarantee | - Appendix - 7 |

11.2 Compliance in accordance with the clauses in the Empanelment Document and duly signed by the authorized representative of the Manufacturer/ Firm/ Company/ Dealer/ Vendor and stamped with the official stamp of the Manufacturer/ Firm/ Company/ Dealer/ Vendor on each page of the application document with complete Index and paging (**Board resolution authorizing representative to apply and make commitments on behalf of the Manufacturer/ Firm/ Company/ Dealer/ Vendor to be attached**).

11.3 Any Application **not containing** the above will be rejected.

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

11.5 The Empanelment application should be addressed to Circle Security Department, LHO Hyderabad at the address given in the RFP. The inner envelopes shall also be addressed to the same office. All envelopes should prominently indicate the name and address of the Manufacturer/ Firm/ Company/ Dealer/ Vendor on the cover.

11.6 The Empanelment application shall be typed or written in indelible ink and shall be signed and stamped by the Manufacturer/ Firm/ Company/ Dealer/ Vendor or a person or persons duly authorized to bind the Manufacturer/ Firm/ Company/ Dealer/ Vendor to the Contract. The name and designation of the person or persons signing the Bids with their signature on last page and signature/ initials and stamp should be put on all pages of the Bids, except for un-amended printed literature.

11.7 Any inter-lineation's, erasures or overwriting shall be considered as invalid application. The Bank reserves the right to reject applications not conforming to the above.

11.8 If the envelope is not properly sealed and marked, the application will be rejected.

12. **SUBMISSION OF APPLICATIONS**

12.1 Applications must be received by Circle Security Department, LHO Hyderabad at the address specified, not later than the date & time specified in the RFP.

12.2 In the event of the specified date for submission of applications being declared a holiday for the Bank, the empanelment documents will be received up to the appointed time on the next working day.

12.3 The Bank may, at its discretion, extend the deadline for submission of applications by amending the empanelment documents, in which case, all rights and obligations of the Bank and Manufacturer/ Firm/ Company/ Dealer/ Vendor previously subject to the deadline will thereafter be subject to the extended deadline.

13. LATE APPLICATIONS: Any application received after the deadline for submission of applications prescribed, will be rejected and returned unopened to the Manufacturer/ Firm/ Company/ Dealer/ Vendor. Circle Security Department, LHO Hyderabad is not responsible for courier/ postal/air delays.

14. PRELIMINARY EXAMINATION

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

14.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each application to the Empanelment Process. For purposes of these Clauses, a responsive application is one, which conforms to all the terms and conditions of the RFP without any deviations.

14.3 The Bank's determination of an applicants' responsiveness will be based on the contents of the application itself, without recourse to extrinsic evidence.

14.4 If an applicant is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Manufacturer/ Firm/ Company/ Dealer/ Vendor by correction of the non-conformity.

15. TECHNICAL EVALUATION

15.1 Only those Manufacturer/ Firm/ Company/ Dealer/ Vendors and Applicants who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those applicants who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

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

15.3. Bank reserves the right to verify the photocopies of documents submitted by the applicants with the originals.

15.4. Bank will evaluate the technical and functional specification of all the equipments quoted by the Manufacturer/ Firm/ Company/ Dealer/ Vendor and weightage for various criteria stipulated in the RFP.

15.5 **TECHNICAL BID: EVALUATION MATRIX**

S. No	Parameter	Criteria	Max Marks	Marks Obtained
1.	Constitution of the Firm	Sole Proprietary – 02	06	
		Partnership – 03		
		Private Limited – 05		
		Public Limited – 06		
2.	Average Annual Turnover during last three years (in sales of related works)	Up to Specified limit – 02 (extra ½ marks for every completed 20% above specified limit) Max- 05	05	
3.	Manufacturer/ Firm/ Company/ Dealer/ Vendor is a profit-making company for best 03 years out of last 05 years	Profit making in all 03 years - 05	05	
		Profit making in last 02 years - 03		
		Profit making in last 01 year - 01		
4.	Years of experience	More than 7 & up to 10 years - 05	10	
		More than 10 & up to 13 years - 07		
		More than 13 & up to 15 years - 10		
5.	Bidder Status:	Manufacturer of the given brand – 05	05	
		Subsidiary company of given brand- 04		
		Authorized dealer of the given brand- 03		
		None of the above – 00		
6.	Latest Valid ISO certificate given for excellence to the bidding Company / Vendor	Yes – 03	03	
		No – 00		
7.	Manufacturer/ Firm/ Company/ Dealer/ Vendor is already empanelled with (in last five years)	SBI, Hyderabad LHO- 03 marks	08	
		Other SBI LHOs – 02 marks each		
		Empanelled with Government/ Semi Govt / PSU/ FI - 01 mark each		
8.	Turnover in specific security equipment (In which Manufacturer/ Firm/ Company/ Dealer/ Vendor wished to apply)	Empanelled with establishment other than above- ½ mark each	10	
		Equal to specified - 04 (01 additional mark for every 10% above specified) Maximum - 10		

9.	Presence of Company Office in Telangana State	Telangana (any dist) - 01 Hyderabad/ Secunderabad - 01 Nizamabad - 01 Nalgonda - 01 warangal -01 Adilabad -01 Mancherial -01 Mahabubnagar - 01	08	
10.	Referral Report from Clients (Minimum 05 pertains to last 03 years)	Excellent/ Good Client Report – 02 mark each Satisfactory Client Report – 01 mark each No/ Un-satisfactory / poor report – minus 02 mark each	10	
12.	Presence of Company in the Market, whose product is being offered	05 Years – 03 (additional ½ marks for each year above 05 years) Maximum - 05	05	
	Site visit, Technical Presentation, and equipment demonstration at HYDERABAD LHO	Technical Presentation – 15	25	
		Equipment demonstration - 10		
		Total	100	

15.6 Marks under each parameter will be awarded by the committee and the decision of the Committee will be final. Minimum qualifying marks shall be marks obtained not lesser than 80% of the highest score. The Applications of Manufacturer/ Firm/ Company/ Dealer/ Vendors securing less than the qualifying marks will not be considered for further evaluation. **For example, if the highest Manufacturer/ Firm/ Company/ Dealer/ Vendor scores 90 marks, then applicants scoring 72 marks and above will be considered for further process.**

15.7 The intending Manufacturer/ Firm/ Company/ Dealer/ Vendor who are under arbitration/ litigation with our Bank or have been black listed/ de-listed/ depanelled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment.

16. EMPANELMENT OF THE MANUFACTURER/ FIRM/ COMPANY/ DEALER/VENDOR:

16.1 Those Manufacturer/ Firm/ Company/ Dealer/ Vendors who qualify in pre-qualification and Technical evaluation will be eligible for **empanelment in the Bank for period of 03 years.** The validity of empanelment may be renewed at the discretion of the Bank on the existing terms and conditions for another one year, provided that the vendor performance is found to be satisfactory during the Contract period. That until a formal contract is prepared and executed, this offer,

together with the Bank's written acceptance thereof and the Bank's notification of award shall constitute a binding contract between Bank and successful Manufacturer/ Firm/ Company/ Dealer/ Vendor.

16.2 The performance of the Manufacturer/ Firm/ Company/ Dealer/ Vendors will be reviewed on yearly basis. The Manufacturer/ Firm/ Company/ Dealer/ vendors have to submit their consent in writing for working with bank as per the Terms and Conditions of this RFP on their company letter head, signed and affixed with seal by the authorized person (**Form – I**). It is to note that after the completion of a year if the vendor does not get depanelment notice from the Bank, it will constitute that the vendor empanelment continues in the Bank for another one year.

16.3 The vendor empanelled with State Bank of India will have to open an account with State Bank of India in which all cash transaction with Bank will be routed. If the vendor does not have an account with State Bank of India, the same is required to be opened within 07 days after getting empanelled with the Bank, in the absence of which, they shall not be allowed to participate in the Commercial bid.

16.4 The security deposit will be increased proportionately as and when the vendor gets the work order.

16.5 If empanelled vendor does not participate in reverse auction or commercial bid subsequently or in future within contract period, then the empanelment of the vendor will be cancelled and the Earnest Money / Security Money Deposited will be forfeited.

16.6 Review of the performance of the empanelled vendor will be done on yearly basis.

17. **EMD / SECURITY MONEY DEPOSIT:** EMD/ Security Money Deposit should be submitted by the Applicants as per Clause 9.1.

18. **GENERAL**

18.1 The Manufacturer/ Firm/ Company/ Dealer/ Vendor shall present a comprehensive description of the architecture and configuration of the proposed system, identifying salient features and functions that include design proposal with layouts, diagram, etc. Third party equipment offered, as system integrator must be indicated. The selected final vendor must provide a project execution plan with a technical proposal wherever required or asked by the Bank.

18.2 Any functions or features not specifically mentioned in technical specification of the product, but which may be necessary for the completeness and efficient performance of the system as an operating entity shall be indicated by the Manufacturer/ Firm/ Company/ Dealer.

18.3 The Manufacturer/ Firm/ Company/ Dealer/ Vendor shall clearly indicate the country of origin, manufacturer of the equipment. Testing and Certification: The Manufacturer/ Firm/ Company/ Dealer/ Vendor shall arrange to provide testing and certification of the complete system installed.

18.4 All systems and components must be in compliance with certifications as mentioned in the respective specifications.

18.5 The bank may arrange for the OEM/ ODM/ third party inspection of the products/equipment provided (as per the RFP document) for the system installed for its meeting the entire RFP criterion. The Manufacturer/ Firm/ Company/ Dealer/ Vendor who wins contract shall provide all the possible assistance in this process. In case it was found that the equipment/hardware/ software supplied is not as per given brands / specifications, SBI will take a suitable action as deemed fit.

18.6 It will be imperative on each of the vendors to fully acquaint themselves with all the local conditions and factors, which can have any effect on the performance of the contract.

18.7 Earthing arrangements for all the equipments shall be the responsibility of the Supplier and to be carried out as per standard procedures.

18.8 The system software should be free of cost along with the system price and in future if any up gradation is required for running of the system than it should be upgraded free of cost.

19. **MISCELLANEOUS**

19.1 Vendor should carry out installations / AMC tasks in close coordination with the Branch Manager, Chief Manager (GB/ Compliance and Risk Management) at AO/RBO, depending on the Bank's requirement.

19.2 The selected Vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

20. **BANK'S RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS:** The Bank reserves the right to accept or reject any Application in part or in full or to cancel the Empanelment Process and reject all Applications at any time prior to contract without assigning any reason to the Vendor or Vendors or any obligation to inform the Vendor or Vendors of the grounds the Bank's action.

21. **TECHNICAL SPECIFICATIONS OF SECURITY ALARM SYSTEM** : All necessary hardware and software required to make the Security Alarm System will be strictly as per technical specifications given for each of the equipment (Refer **Appendix-5** for specification/ qualification). The specifications given are as per minimum requirement. Vendors can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.

22. **TERMS AND CONDITIONS OF CONTRACT (TCC)**

22.1 **DEFINITIONS**: Certain terms used in this Agreement are defined hereunder. Other terms used in this unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

(a) 'The Bank' shall mean the State Bank of India (including its branches/ offices/ cells).

(b) "Vendor" (implies and means Manufacturer/ Firm/ Company/ Dealer/ Vendor/) is the Applicant who will participate in the tender process and also covers those who will be successfully empanelled in the Bank.

(c) "Authorized Representative/ Signatory" means/ implies that the person duly authorised by "Vendor" for participating for entire empanelment and bidding process and for signing the contract.

(d) "Confidential Information" shall have the meaning set forth in Clause 45.

(e) "Deficiencies" shall mean unsatisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby caused loss to the party of this Agreement.

(f) "Documentation" 'Documentation' includes, User Manuals, Installation Manuals, Operation Manuals, Design documents, Process documents , Technical Manuals, Functional Specification, Software requirement Specification, On-line tutorials/ System configuration documents, System/database administrative documents, Debugging/diagnostics documents, Test procedures, 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 etc.

(g) "Intellectual Property Rights" shall mean, any and all:

(i) "Rights associated with works of authorship, including copyrights & moral rights;

(ii) Trade Marks;

(iii) Trade secret rights;

(iv) 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, license or otherwise; and

(v) Registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“Request for Proposal (RFP)” shall mean RFP NO. HYD/CSO/2022-23/001 dated 18.04.2022 along with its clarifications/ corrigenda issued by the Bank from time to time.

22.2 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

22.3 ‘Services’ shall mean and include the Services offered by Vendor including but not limited to Comprehensive Annual Maintenance Contract under this Agreement. Services’ shall also include the Implementation Services, Training Services and Maintenance Services etc. and other incidental services and other obligation of the service provider shall be provided under this Agreement.

22.4 “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.

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

22.6 “AMC Charges” means the price payable to the Service Provider under the Agreement. The obligations expressed under the AMC shall include all costs relating to labour, spares, maintenance (preventive, unscheduled), and transport charges from site to manufacturer’s works and back for repair/adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to VENDOR.

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

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

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

22.10 “The Project” means supply, installation, testing and commissioning of Security hardware / software & services. It also includes maintenance of the equipment.

22.11 “AO/RBO” means Administrative Office/ Regional Business Office of State Bank of India.

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

23. **THE SCOPE OF WORK** shall include Supply, Delivery at site, Unloading, any Other services associated with the delivery of equipment and Installation, Cabling, Commissioning, Software optimization/customizations, Providing warranty/Post warranty services (i.e. Annual Maintenance Contract) for the equipment and any other related accessories/services for the complete installation and commissioning of system.

23.1 Annual Maintenance Contract (AMC) of the existing Security Alarm Systems. The required back to back supported certificate from manufacturer of the existing Security Alarm Systems will be arranged by the vendor.

23.2 VENDOR shall during the period of agreement / contract supply, install maintain Security Alarm Systems installed in the Branches / Offices/ Cells under the SBI Hyderabad circle in good working order and for this purpose shall provide the maintenance service.

23.3 Thorough check up, testing, servicing cleaning, inspection, & maintenance etc. of complete Security Alarm Systems and its accessories.

23.4 In case any of the Security Alarm System requires major repairs, the vendor shall provide a replacement before taking the defective equipment for repairs so that the Branch/ Office/ Cell remains with functional and operational equipment at all the time.

23.5 Vendor will have to carry out 04 mandatory quarterly branch visits and on-call visits in case of any Emergency Calls, by the respective branches.

23.6 In case of replacement of equipment, due to unserviceability or for any other reason, Bank may opt for a Buy-back arrangement for the existing equipment on "as is where basis is". For this vendor will quote the Buy-back rates of each equipment during the tendering process. Payment of Buy-back will be adjusted in the bills payable to the vendor for new installation.

24. **COUNTRY OF ORIGIN / ELIGIBILITY OF GOODS & SERVICES:**

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

24.2 Manufacturer/ Firm/ Company/ Dealer/ Vendor WARRANTS THAT THE EQUIPMENT supplied shall be **brand new, free from all defects** in material, and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type shall be in full conformity with the specifications, drawings and samples, if any, and shall operate properly. Manufacturer/ Firm/ Company/ Dealer/ Vendor shall be fully responsible for its efficient operation.

24.3 Vendor further confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs / ODMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. He also undertakes to **produce certificate from the Original Equipment Manufacturers/ Original Device Manufacturers in support of the above statement at the time of delivery / installation.**

24.4 In case of default and the Bank finds that the above conditions are not complied with, then the vendor will take back the equipment supplied and return the money paid by Bank, in full, within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

24.5 In case of default and vendor is unable to comply with above at the time of delivery or during installation, for the Security Alarm System Hardware / Software already billed, he will take back the Security Alarm System without demur, if already supplied and return the money if any paid to him by the Bank in this regard.

24.6 In event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify the Manufacturer/ Firm/ Company/ Dealer/ Vendor from the Empanelment and in event of any details submitted turned out to be false during the tenure of AMC, the Bank is at discretion to forfeit the EMD/ Security Money Deposit towards Performance Guarantee and terminate the AMC.

24.7 VENDOR further certifies that the sale of the software system to the Bank and use thereof do not infringe any provisions of the various laws related to patents, trademarks, copy rights or other intellectual property rights. The software will be free, uploaded along with the Security Alarm System cost and will be upgraded free of cost further if required for the smooth functioning of equipment.

25. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

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

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

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

26. **PATENT RIGHTS / INTELLECTUAL PROPERTY RIGHTS:**

26.1 THE VENDOR shall warrant that the repair and maintenance service/products offered for sale do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. THE VENDOR shall indemnify SBI from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach or infringement of patent/ copy right /license/trade secret or other property right of any other person or other entity for the hardware/peripherals/equipment sourced either from third parties or from themselves.

26.2 In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third-party claims.

27. **INSPECTION AND QUALITY CONTROL TESTS**

27.1 The Bank reserves the right to carry out pre-shipment factory / go-down inspection at **the locations of the vendor** by a team of Bank Officials or demand a demonstration of the solution proposed on a representative model in Vendor's/Bank's office. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank.

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

28. DELIVERY/INSTALLATION SCHEDULE & PENALTY FOR DELAYED DELIVERIES/INSTALLATIONS:

28.1 Delivery and installation of Security Alarm System should be within 15 days from date of placing of work order.

28.2 In the event of the equipment not being delivered, installed, tested and commissioned within a period of **15 days** from date of work Order, a penalty of **one (01) percent** of the total consideration for each week or part thereof for the delay, subject to maximum amount of **five (5) percent** of the total consideration will be charged to vendor.

28.3 This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of Security Alarm System.

28.4 In event of further delay (beyond 4 weeks) in installation or maintenance visit, the Bank reserves the right to cancel the Work Order/ AMC and forfeit the EMD/Security Money Deposit. In the event of such cancellation, the vendor is not entitled to any compensation. **Please note that the installation/ maintenance schedule shall be followed strictly as stipulated. Any delay shall be viewed seriously and penalties levied.**

29. DELIVERY/ INSTALLATION & DOCUMENTATION:

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

29.2 Copies of Vendor's Invoice showing Contract number & Products description along with serial number and Part number, quantity, unit price and Total amount, bar code should be pasted in the installation certificate. GST No. of the vendor and the Bank also to be mentioned therein. **(Annexure B)**

29.3 Manufacturer's / Vendor's Warranty Certificate (In original), User Manuals, CDs etc

29.4 The above documents shall be handed over by the vendor to the branch on handing over the Security/Fire Safety equipment to the branch. Payment will be released after handing of the above-mentioned documents only.

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

30. **FOR THE SYSTEM & OTHER SOFTWARE, THE FOLLOWING WILL APPLY:**

30.1 The Vendor shall provide **free licensed software** for all software products whether developed by it or acquired from others. There shall not be any default in this regard.

30.2 Vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

30.3 System / application software delivered along with the equipment, (i.e. the vendor shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

31. **ACCEPTANCE PROCEDURE:** On successful completion of satisfactory installation, commissioning, acceptability test, receipt of deliverables, etc., the installation certificate (**Annexure B**) signed by the Vendor and the representative of the Bank will be issued by the Bank. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

32. **INSURANCE:**

The Security Alarm System during defect liability period will be covered under insurance by the vendor. Should any loss or damage occur, the Vendor shall promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

33. **WARRANTY / AMC/ UPTIME:**

33.1 The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

33.2 Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of installation, commissioning and handing over of the equipment to the Bank. The same is required during comprehensive AMC also, after expiry of the warranty period.

33.3 Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.

33.4 All of the terms, warranties and benefits granted by VENDOR herein are comparable to or better than the equivalent terms being offered by VENDOR to any of its present customers. If VENDOR shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favourable terms, this Agreement shall thereupon be deemed to provide the same to the Bank.

33.5 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.

34. **ON-SITE COMPREHENSIVE WARRANTY:** The warranty would be on-site and comprehensive in nature and back to back support from the OEM/ ODM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of one year from the date of commissioning and handing over of the equipment to the Bank. The Vendor shall repair or replace worn out or defective parts of the equipment at his own cost including the cost of transportation. No charges, fees, accommodation, boarding, etc, shall be paid or provided by SBI to the service engineer or assistants.

35. **UPTIME:** VENDOR shall guarantee and ensure SYSTEM UPTIME efficiency of 99% for the full configuration of the EQUIPMENT, **in every quarter**. SYSTEM UPTIME for the purposes of this document is defined as productive and error free time of the EQUIPMENT reckoned on a quarterly basis and the SYSTEM UPTIME efficiency shall be computed as under:

$$\text{Uptime} = \frac{(\text{Total Time} - \text{Down Time}) \times 100}{\text{Total Time}}$$

Where: TOTAL TIME is the time (no. of hours) for which the EQUIPMENT is required to be satisfactorily operational at the SITE during the quarter.

DOWN TIME is the aggregate time lost due to EQUIPMENT mal-function, unsatisfactory operation and improper maintenance during the quarter.

36. **PENALTY:**

36.1 Bank will levy penalty for any deficiency in services or quality of materials supplied without prejudice to any of BANK's other rights and remedies. The penalty will be calculated as per the SLA measure given in the table below:

S.No	SLA Measure	Target Penalties	
1	Availability/Uptime of Security System including its accessories 100% (Availability/Uptime will be calculated on quarterly basis)	100.00% = NIL 98.00% to 99% = 1 % 97.00% to 97.99% = 5 % 96.00 to 96.99% = 10 % 95.00 to 95.99% = 15 % Less than 95% = 25 % Penalty will be deducted from the AMC amount payable for the quarter	
3	Adequate number of days recording not available	Rs. 100/- for each day < 90	
4	Complaint resolution during warranty period	Within time limit as per RFP –Nil Delay of each day in complaint resolution – Rs. 100/- per day	
5	Complaint resolution during AMC	Rs. 500/- for every week of delay or part thereof	
6	Not carrying out Quarterly Visits during AMC	25% of AMC amount for each branch where AMC visit is not carried out in a quarter. This amount will be deducted from the quarterly AMC payments payable to the vendor. The quarter starts from the date of signing of the agreement.	
7	Penalty, once the maximum penalty reached.	Bank may terminate the contract and Forfeit the Retention Amount submitted as PBG.	
8	Not keeping required Manpower as per SLA	Rs. 1000/- per technician, at every instance	

36.2 In the event of deficiency being such that the 25% penalty ceiling is breached, the vendor shall become liable for further penal actions to the extent of termination of his contract with forfeiture of EMD/ RMD/ SMD as deemed fit and reasonable by the Bank.

36.3 However, this penalty shall also not apply in case of delays in restoration of system caused by Natural calamities or so called acts of God, War, Earthquake, Tsunamis, Riots, Bandhs, Civil Disturbances, any of which affect either the Vendor's nearest service centre or the site of installation.

36.4 Appropriate Penalties will be recovered from the quarterly payment if successful bidder is not able to achieve required Service levels as mentioned below:

36.5 Any penalty due during the Warranty period will be adjusted against the 10% Retention Money held by the respective branch for defect liability period or in the security deposit retained by the Bank.

37. **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) quarterly of newly installed as well as existing Security Alarm System.

37.1 **Vendor will arrange for all necessary authorization certificates for back to back support for maintenance of the existing Security Alarm System from the manufacturer of the equipment.** 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:

37.2 Free maintenance services as and when required during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.

37.3 The Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from **09.00 A.M. to 07.00 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 for 05 years from date of installation of equipment.

37.4 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 24x7x365

37.5 In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of **1% percent** of the total consideration for each week or part thereof the delay, subject to maximum amount of **five (05) percent**

of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement which should be in working condition as a workable solution to avoid the above penalty.

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

37.7 The Bank shall maintain a Security Register at its site in which, the Bank's authorized official/ any other nominated staff by the Branch/Office/Cell, 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 authorized Official. Maintenance visit will be only counted when in the report system and all its accessory will be marked as working properly. The original of the field call report shall be handed over to the Bank's official.

37.8 The VENDOR shall provide replacement equipment of similar brand or similar brand with higher make if any equipment is taken out of the premises for repairs.

37.9 The obligations expressed under the warranty above shall include all costs relating to labour, spares, maintenance (preventive, unscheduled), and transport charges from site to manufacturer's works station and back.

37.10 Repair/adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to VENDOR.

37.11 VENDOR shall further ensure that the EQUIPMENT is not down at any time for want of spare parts.

37.12 VENDOR shall provide repair and maintenance service, **in response to oral, including telephone, notice by the Bank, within 36 hours and also provide a complaint number for tracking the complaint status.** VENDOR shall ensure that faults and failures intimated by the Bank at above are set right **within 36 hours** of being reported.

37.13 The vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

37.14 The selected Vendor should carry out all installation/AMC tasks in close coordination with the Security Officer and Chief Manager (GB/Compliance & Risk Management) posted at AO/RBO, depending on the Bank's requirement.

37.15 During the period of contract due to any reason, if there is any shortage of spares or the selected model is not available in the market then the company will provide another model, same brand with equivalent configuration or higher on same rates and terms and conditions which should be accepted by the Bank.

38. **TRANSFER OF OWNERSHIP:** Transfer of ownership of the property shall be effective as soon as the equipment is installed, tested and commissioned at the SITE and accepted by SBI. While repairing, any worn or defective parts replaced by the VENDOR and the parts replacing the withdrawn parts shall become the property of the Bank.

38.1 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 on showing of identity card issued by the vendor to its technician.

38.2 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.

38.3 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.

38.4 On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Security Alarm System or to the other electronic equipment of the branch or its property, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK to its full present cost.

39. **MAINTENANCE AND SUPPORT:**

39.1 The Vendor shall clearly state the magnitude of the Vendor's presence largely in Telangana and Administrative Office locations (viz. Hyderabad, Secunderabad, Nalgonda, Nizamabad, Warangal) to provide 24x7 post implementation supports.

39.2 During the warranty period the vendor has to arrange quarterly visits for inspection of the equipment and provide services.

39.3 Comprehensive Service Level Agreements (SLA) for AMC for 01 year to be provided by vendors and will essentially have to enter into an Annual Maintenance Contract (**Appendix-6**) for a minimum period of one year of maintenance of the system installed by them after the expiry of the warranty period

39.4 Annual Maintenance of the existing Security Alarm System is compulsory to be done by the vendor. If the vendor does not have back to back supported certificate from manufacturer of the existing Security Alarm System then he will arrange for the same.

40. **ANNUAL MAINTENANCE CONTRACT (AMC)**

40.1 After expiry of the warranty period, THE VENDOR shall provide maintenance services for the EQUIPMENT at the quoted rate submitted by him in the bidding process, for a period of **two** years (after warranty period), at **quarterly intervals. The first AMC visit will be done within 15 days after the completion of warranty period.** Thereafter the visits to be done on quarterly basis. **There should be a gap of minimum 70 days between two AMC visits.**

40.2 The AMC charges will be payable subject to satisfactory maintenance services. THE VENDOR shall not increase the AMC rates during contract period excluding the warranty period. The detailed conditions and covenants governing the AMC would be as per specimen agreement given in (**Appendix-6**) to this RFP. THE VENDOR shall be in position to maintain the complete equipment installed by him during the contract period. SBI may change the terms of the future AMCs, if necessary, to meet changing needs, on mutual agreement with THE VENDOR. The AMC agreement will be executed with the vendors by the respective Regional Business Office's on Banks standard format.

40.3 AMC visit will be construed to be done only when the system is found to be functioning completely/ properly. Vendor will submit maintenance certificate along with the bills as given in **Annexure 'B'**, to the respective RBOs on Quarterly basis after completing the AMC for the said quarter for all the branches of the RBO, for payment purpose.

40.4 VENDOR shall keep **sufficient standby Security Alarm System and spares of essential kits or parts of the EQUIPMENT** all the time, as may be required to keep the downtime minimal. The VENDOR, if he chooses, may install his own standby system of identical specification/ make, if such systems are acceptable to SBI.

40.5 In case of services rendered by the VENDOR is not satisfactory, the Bank will forfeit the Security Money Deposit. He will be depanelled from the Bank for next 03 years. His work will be allotted to the other empanelled vendor.

40.6 In the event VENDOR decides to discontinue the supply of sub assemblies, kits of parts, components and spare parts for the EQUIPMENT purchased after the expiry of the said five years, VENDOR shall give 03 months notice prior to such discontinuance and assist SBI to make alternative arrangements.

40.7 All engineering changes generally adopted hereafter by VENDOR for equipment similar to that supplied, as per the schedule of work, shall be made to the EQUIPMENT at no cost to SBI.

40.8 The contact details of service centre, technicians and Manager i.e. telephone numbers, Mobile No., Fax No., E-Mail id, or service focal point(s) to be provided to the Security Officer, Chief Manager (GB/ Compliance & Risk Management) of AO/ RBO/ concerned Branch Manager. In case, there is any change, updated list should be submitted to the Bank immediately.

NOTE: In case the Security Alarm System requires major repairs, the vendor shall provide a replacement before taking the defective equipment for repairs so that the branch will be under the cover of working Security Alarm System at all times under advice to Security Officer of the concerned Module/CM (GB/Compliance & Risk Management) of AO/ RBO.

41. **AMC VISIT REPORTS:**

41.1 The vendor will have to provide 04 quarterly mandatory branch visits and 02 on-call free visits and thereafter, in case of any Emergency / Additional Calls, the Bank will pay the visit charges quoted by the vendor for such emergency / additional visits which is to be certified by the Branch Head. The charges towards emergency / additional visits will be paid along with the quarterly payments on submission of proper invoices and documentary evidence.

41.2 AMC Vendor shall prepare four copies of the visit report (as per Annexure-B) and each report will be counter signed by the Branch Manager. One copy will be handed over to the Branch Manager

41.3 Second copy to be retained by the vendor.

41.4 Third copy to be sent to the Security Officer at respective Administrative Office.

41.5 Fourth copy shall be sent to the CM (GB/Compliance & Risk Management) at AO/RBO, as applicable.

41.6 Necessary entries along with dates should be made in the Security information register, and duly signed by the representative of the vendor and the Branch Manager.

42. **SECURITY:**

42.1 All the employees of the Vendor/OEM/ODM must always carry/display their identity cards for authentication without which they will not be allowed entry in the Bank. All technicians have to also possess a hard copy of AMC and authorization of visit by the vendor.

42.2 VENDOR agrees that he and his personnel will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.

42.3 A complaint number shall be generated for all complaints received from the Bank by the Vendor for future references.

42.4 The vendor will submit the list of his technicians who will visit the branch for service support to the concerned Security Officer, Chief Manager (GB/Compliance & Risk Management) at AO/RBO. Whenever there are changes in the names of the technician, the vendor will submit the fresh list to all concerned.

43. **FUTURE ADDITIONS OF HARDWARE / SOFTWARE:** The Bank would have the right to:

43.1 Shift the supplied systems to an alternative site of its choice.

43.2 Disconnect / connect / substitute peripherals or devices or any equipment / software acquired from another vendor.

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

43.4 The warranty terms would not be considered as violated if any of above (43.1 to 43.3) takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with that components / software not acquired from them.

44. **SUBCONTRACTING:**

44.1 The Vendor shall not assign or sub contract, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

44.2 The VENDOR will not subcontract or permit anyone other than The VENDOR's qualified personnel to perform any of the work, services or other performance required or under this agreement without the prior written consent of the Bank. However, such restriction is not applicable for service/repairs/maintenance if being provided by the authorized representative of Original Equipment Manufacturer/ Original Device Manufacturer, subject to proper authorization by the VENDOR, in his presence.

45. **CONFIDENTIALITY:**

45.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the Bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

45.2 The VENDOR / Bank will treat as confidential all data and information about the VENDOR / Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

46. **TRAINING: USER MAINTENANCE:** It is important that the user is aware of the importance of the Security Alarm System and its operations. The AMC Vendor shall offer in-depth training to the branch staff on the offered solution according to the following:

- (a) Provide hands on training to the branch staff
- (b) Train bank staff on operations of the system including special features, data retrieval, troubleshooting & routine maintenance of Security Alarm System.

(c) The training shall be conducted by the vendor within the Branch / Office premises.

(d) Educate the staff about the reporting channels of faults, as soon as possible after they are discovered, and that details are entered in a fault reporting book.

47. PAYMENT TERMS FOR NEW INSTALLATIONS:

47.1 Payment shall be made in Indian Rupees.

47.2 90% of the total amount on installation, commissioning and handing over of the new equipment to the Bank.

47.3 Balance 10% after the expiry of defect liability/warranty period of one year.

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

Note: No advance payment shall be paid at the time of placing the work order

48. PAYMENT SCHEDULE FOR ANNUAL MAINTENANCE CONTRACT:

48.1 There will be 4 quarterly visits for the AMC. The vendors will submit the Quarterly AMC bills along with Service Certificates to the concerned RBO, after carrying out maintenance service visit of all the branches of the region. The quarterly AMC bill will be paid to the vendor by the concerned RBO, after verification of the bills and Service Certificates of all the branches of their region. Penalty clauses will be invoked by the RBOs for any kind of deviation/delay in service/ not carrying out AMC in branches in accordance with the applicable clauses.

48.2 On missing of one quarterly AMC visit schedule, penalty, as applicable and specified in Para 36.4 will be deducted from the AMC bill amount of the vendor or from the Security Deposit Money.

48.3 Repetition of missing of quarterly AMC visit will result in depanelment of the vendor for minimum period of three years and the work will be allotted to the other empanelled vendor.

49. PERIOD OF EMPANELMENT AND PERFORMANCE REVIEW OF THE VENDORS:

49.1 Empanelment of vendors in the Bank will be for a period of 03 years.

The validity of empanelment may further extend on the existing terms and conditions for another one year, provided that the vendor performance is found to be satisfactory during the contract period. It is to note that, after completion of one year, if the vendor does not get depanelment notice from the Bank it will constitute that the vendor empanelment continues in the Bank for another one year.

49.2 If empanelled vendor does not participate in reverse auction or commercial bid subsequently or in future within contract period, then the empanelment of the vendor will be cancelled and the Security Money Deposited will be forfeited.

49.3 Those vendors whose performance is found unsatisfactory will be removed from the empanelment list of the Bank for three years and penalty will be imposed as deemed fit by the Bank.

50. **PRICES:**All prices should be quoted in **INR (Indian Rupees) exclusive of taxes.**

50.1 The submission of quotations whenever called for, must be complete in itself, properly worked out to cover all the vendor's obligations under the contract and all matters and things necessary for proper completion of the work, and the rates quoted therein must be correct and sufficient to cover the vendor's costs, overheads and profits etc, completely for the individual items of work including cost for all necessary materials and labour, cost of installation, transportation, travelling, training but GST or duty levied by the Local/State/ Central Government as on the date of submitting quotations, if and as applicable. Price will be inclusive of insurance against loss or damage by fire, theft or other usual risks during transit, and till the completion of work at site and handing over to SBI in all respects according to the true meaning and intent of the contract. All the employees of the Vendor who will visit Branches/Offices/Cells etc will also have to be insured and in case of any eventuality Bank will not be liable for payment towards their insurance.

50.2 Prices payable to the Vendor, as stated in the Contract, shall be firm and not subject to change for three year from the date of commencement of the Contract or till such time rates are reviewed by the Bank.

50.3 The Vendor will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government (Central/ State) taxes, 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. However, upward revisions due to market conditions will not be borne by the Bank.

50.4 Bank may constitute a committee for assessing the price of the equipment during the term of the contract and if there is drastic reduction in the rate of any equipment or its accessories, the benefit of it is to be passed to the Bank.

51. **CONTRACT AMENDMENTS:**

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

51.2 Each party warrants and guarantees that it has full power and authority to enter into and perform this agreement and the person signing this agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by this.

51.3 Words importing the singular include the plural and vice versa.

52. **DELAYS IN THE VENDOR'S PERFORMANCE:**

52.1 Delivery, installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.

52.2 If at any time during performance of the Contract, the Vendor encounter conditions impeding timely delivery of the Products and performance of services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

52.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

53. **VENDOR'S OBLIGATIONS**

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

53.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same, if required.

53.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

53.4 The Vendor will abide by the job safety measures prevalent in India including the insurance coverage of its staff and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence/ or during performance of any work in the Bank. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

53.5 The Vendor shall issue Photo-Identify Cards to all its employees who would be deployed for the survey / installation / maintenance or any other job for the system. The Photo-Identify Cards shall be signed by the employee concerned and the authorized signatory of Vendor. Photocopy of such Photo-Identify Cards to be deposited with the Circle Security Department and Zonal Security Officer. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

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

54. **RIGHT TO USE DEFECTIVE PRODUCT:** If after delivery, acceptance and installation and within the guarantee/ 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.

55. **EMD/ SECURITY MONEY DEPOSIT:**

55.1 An EMD amount as prescribed by Bank for the Security Alarm System mentioned under clause 2.1, shall be deposited by the Vendor who has been empanelled and wishes to participate in the e-tendering process in the form of a Demand Draft in favour of the "**AGM & CSO, SBI HYDERABAD**", payable at **Hyderabad** along with Technical Bid.

55.2 In case the shortlisted vendor backs out and refuses to work, the EMD/Security Money Deposit shall be forfeited and the vendor will be debarred for 03 years from taking part in the future security equipment tenders floated by the Bank for its HYDERABAD Circle branches.

56. **TERMINATION FOR DEFAULT:**

56.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 days sent to the Vendor, may terminate the Contract in whole or in part thereof:

- (a) If the Vendor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- (b) If the vendor fails to perform any other obligation(s) under the contract; or
 - (c) Laxity in adherence to standards laid down by the Bank; or
 - (d) Discrepancies/deviations in the agreed processes or
 - (e) Violations of terms and conditions stipulated in this RFP.

56.2 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

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

56.4 During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation.

56.5 The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

56.6 In the event of failure of the Vendor 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 Vendor. The existing Vendor shall continue to provide services as per the terms of contract until a 'New Vendor' completely takes over the work. During the transition phase, the existing Vendor shall render all reasonable assistance to the new Vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services."

57. **FORCE MAJEURE:**

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

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

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

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

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

58. **ARBITRATION:**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

58.1 If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Bank or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager & CSO within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager & CSO, SBI, LHO Hyderabad in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager & CSO, SBI, LHO Hyderabad in writing in the manner and within the time aforesaid.

58.2 Assistant General Manager & CSO shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager & CSO submit his claims to the conciliating authority namely the Circle Development Officer for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager & CSO.

58.3 If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

58.4 Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager of the Hyderabad Circle. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator

so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

59. **JURISDICTION:**

59.1 **APPLICABLE LAW:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at High Court at Hyderabad.

59.2 All disputes arising out of or connected with this contract shall be instituted in the Court of competent jurisdiction situated in Hyderabad.

59.3 **SAVING CLAUSE:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India or any employee of the Bank for anything that is done in good faith or intended to be done in pursuance of this Agreement.

59.4 **GOVERNING LANGUAGE:** The governing language shall be English.

60. **ADDRESSES FOR NOTICES:** The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

**Assistant General Manager & CSO
Circle Security Department
Ground Floor, Local Head Office,
State Bank of India,
Bank Street, Koti,
Hyderabad – 500 095**

Vendor's address for notice purposes

<To be filled in by the Vendor>

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

61. **TAXES AND DUTIES**

61.1 The Vendor will be entirely responsible for all applicable taxes of Central / State Government license fees, **road permits**, GST etc. in connection with delivery of products at site including incidental services and commissioning.

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

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

61.4 The Vendor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the Warranty period. Vendor shall indemnify the Bank from all claims relating to Workers/Staff/Sub-Vendors Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

62. LIABILITY AND INDEMNITIES:

62.1 VENDOR represents and warrants that the supply repair and maintenance service to be provided do not violate or infringe upon any patent, copyright, trade secret, or other proprietary right of any other person or other entity. VENDOR agrees that it will, and hereby does, indemnify the Bank from any claim, damages, loss, penalty etc., directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

62.2 Vendor 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 Services rendered by the Vendor or breach of any obligations mentioned in clauses hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Vendor. The Vendor agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Vendor.

62.3 Vendor 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.

62.4 The Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor.

62.5 The Vendor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Vendor without undue delay. The Vendor also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

62.6 Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software/ hardware / any other system.

63. FRAUD AND CORRUPT PRACTICES

63.1 The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the entire Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the applicant, if it determines that the

applicant has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the entire Process.

63.2 Without prejudice to the rights of the Bank, if an applicant is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the entire Process, such applicant shall not be eligible to participate in any RFP issued by the Bank during a period of 3 (three) years from the instant date.

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

(a) **“Corrupt practice” means:**

(i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official of the Bank who is or has been associated in any manner, directly or indirectly with the empanelment Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such Official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the empanelment Process; or

(ii) Engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

(b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the empanelment 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 empanelment Process;

(d) **“Undesirable practice”** means

(i) Establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the empanelment Process; or

(ii) Having a Conflict of Interest; and

(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the empanelment Process.

(FORM I)
(Application Form)

(To be furnished on Vendor's letter head)

From:

M/s _____

Address: _____

Tele No. (s) _____

Mobile No. _____

E-Mail : _____

No.

Date:

Assistant General Manager & CSO
Circle Security Department

Ground Floor, Local Head Office,
State Bank of India,
Bank Street, Koti,
Hyderabad – 500 095.

Dear Sir,

SECURITY ALARM SYSTEM:

APPLICATION FOR PRE-QUALIFICATION AND EMPANELMENT OF MANUFACTURERS/ FIRMS/ COMPANIES/ DEALERS/ VENDORS DEALING IN SUPPLY, INSTALLATION OF SECURITY ALARM SYSTEM AND THEIR MAINTENANCE (INCLUDING MAINTENANCE OF EXISTING SECURITY ALARM SYSTEM)

Please refer to your advertisement for the captioned work in _____ News paper dated ___/___/ on Bank's website.

2. We enclose herewith **Form No.II (Information Form)** as **Appendix '2'**, duly **SIGNED & SEALED** by the authorized signatory of our Firm/ Company/ Dealer/ Vendor along with all the required testimonials. We hereby undertake and confirm that the details submitted are true and correct as per the "**TERMS & CONDITIONS**" of the Request for Proposal (RFP). We further undertake to produce on demand "ORIGINALS" of enclosed testimonials /papers/ documents attached herewith and assist the Bank authorities for the purpose of the empanelment.

3. We undertake to supply/ install, commission and maintenance of **SECURITY ALARM SYSTEM** (including maintenance of the existing Security Alarm System) at all the Branches/ Offices/ Cells under Hyderabad Circle

4. We agree to submit **Earnest Money Deposit** as applicable in the form of Demand Draft/ Banker's Cheque, in favour of State Bank of India, payable at Hyderabad.
5. We understand that Bank may prepare panel of Manufacturers/ Firms/ Companies/ Dealers/ Vendors, after scrutinizing the relevant papers, as produced and depending upon their track record and past experience.
6. We also understand that the Bank is not bound to invite all the Manufacturers/ Firms/ Companies/ Dealers/ Vendors for bidding/ tendering for all/ any work and has discretion to invite select list of empanelled Manufacturers/ Firms/ Companies/ Dealers/ Vendors to participate in bidding.
7. In case of our empanelment, we shall participate and submit the commercial bid (Offline/ online) on the date advised to us. We shall also abide by the Business Rules prescribed for the process. We also confirm that our company will arrange for **digital signature for** participating in the reverse auction/bidding.
8. We clearly understand and undertake that mere submission of application does not guarantee us empanelment and Bank's decision in this regard will be final and binding on us.
9. We undertake that we have not been depanelled from any Bank/ Financial Institution/ Public Sector Undertaking.
10. The Bank reserves the right to accept or reject any or all applications without assigning any reason whatsoever. Mere fulfillment of the criteria does not necessarily ensure short listing/ empanelment.

Yours faithfully,

(Authorized Signatory)
(Seal of Manufacturer/Firm/ Company/
Dealer/Vendor)
Date:
Place:

Form No.II (Information Form)

**DETAILS OF MANUFACTURERS/ FIRMS/ COMPANIES/ DEALERS/ VENDORS
SEEKING PRE-QUALIFICATION AND EMPANELMENT FOR
SUPPLY, INSTALLATION OF SECURITY ALARM SYSTEM AND THEIR
MAINTENANCE (INCLUDING MAINTENANCE OF EXISTING SECURITY ALARM
SYSTEM)**

SR. NO	SUBJECT	DETAILS
1	Name of the Manufacturer/ Firm/ Company/ Dealer/ Vendor With Year of Establishment	
2	Address of Corporate Head Office	
3	Name(s) and Addresses of: Sub Offices / Dealers/Distributors located in The state of Telangana	
4	Communication details	(a) Landline Tele No(s)with STD codes : _____ (b) Mobile No(s). : _____ (c) Fax No(s) : _____ (d) e-mail ID : _____
5	Constitution of the Manufacturer/ Firm/ Company/ Dealer/ Vendor	Partnership/Proprietorship/Ltd Company
6	Names of Partner's/ Associate's/Proprietor's Authorized signatory(s)	
7	Bio-data of Partners/Associates With Address & Tele/Mob/email IDs (Details to be given in separate enclosure)	Enclosed :Yes/No

8	Details of trained Engineers / technicians with their Qualifications, designations and experience.	To be furnished as per Annexure '2C'
9	Details of Workshop(s) in Hyderabad Circle comprising of with Complete Addresses	
10	Various latest Registration Nos/ Certificates (Latest attested copies to be enclosed)	(a) PAN No.: _____ (b) IT Registration No : _____ (c) GST No : _____ (d) Service Tax no: _____ (e) ESI No. : _____ (f) EPF No. : _____
11	Bank Details (Latest Solvency certificate worth Rs 10 Lacs to be enclosed)	Account No : _____ Name of Bank : _____ Branch Address : _____ Tele No's : _____ (With STD Code) Moblle Nos : _____ Fax : _____ Email ids : _____
12	Details of latest Registration / empanelment with different Banks/PSUs/Financial Institutes (Enclose documentary proof giving latest actual work carried out)	Enclose the details of clients and work experience as per Formats enclosed at Annexures '2A' and '2B' .

13	No. of Installations & AMCs carried out in past 3 yrs	Enclose the details with proof on separate sheet			
14	Details of relative(s) employed in S.B.I., if any.	Name : _____ Relation : _____ Branch/Office : _____ Address : _____ _____ Tele & Mobile No: _____			
15	(a) Copies of IT Returns (last three years) (b) GST Return (last one year)	Enclosed :Yes/No			
16	Annual Turnover of last THREE yrs.(Please enclose copies of Audited Profit and Loss, Balance Sheet and Turnover Certificate along with Auditor's Note)	(Rs. in Lakhs)	As at close of business as on		
		31.03.2019	31.03.2020	31.03.2021	
Turnover / Sales					
Other Income					
Profit before Tax					
Profit after Tax					
Capital & Reserves					

17	List of documents enclosed (self certified copies)	1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____
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Date: (Authorized Signatory)

Place:

(Seal of Manufacturers/ Firms/
Companies/ Dealers/ Vendors)

DETAILS OF CLIENTS

S.No	Client's Name and complete Address	Contact Person name and mobile / Land Line number	Year of work	Whether still doing AMC of Security Alarm System

WORK EXPERIENCE

S.No	Client's Name & Address	Work Order No. and date	Order Value	Date of Completion	Product supplied and Name of Branch where supplied	Remarks

DETAILS OF TRAINED ENGINEERS / TECHNICIANS

S.No	Engineer/ Technician Name	Educational Qualification	Designation	Experience	Employed in Company since

ELIGIBILITY CRITERIA: CHECK LIST**Appendix-3 (Refer Para 11.1)**

LIST OF ENCLOSURES		
S. No.	Particulars	Enclosed Yes/ No
1.	The Manufacturer/ Firm/ Company/ Dealer/ Vendor is in field of supplying, installation & maintenance of security system business for a minimum period of 07 years as on 31/01/2022	
2	Company/ Manufacturers/ Firms/ Dealers/Vendors Profile submitted.	
3	In last three years' installation of system done in Government/Semi Government/Nationalized Public Sector Banks/Public Sector undertaking/ Financial Institutions/Corporate Offices	
4	Complete Contact details submitted	
5	Company having required turn over and documents submitted (Balance Sheet and IT Return Copy)	
6	Company having required number and value of work order and its work completion certificate.	
7	Satisfactory Performance Certificate from customer whose work order shown.	
8	Latest Banker's Solvency Certificate (in original) worth Rs. 10 lacs along with Banking details submitted	
9	Technical Specifications/Brochure of the product(s) offered submitted	
10	Submitted application money	
11	Submitted application money. Please mention Bank, Amount, Draft No. and date	
12	Latest attested copies of GST Registration No, ESI/ EPF Registration No	
13	Copy of PAN Card issued by Income Tax Deptt,)	
14	A valid Direct Authorized Dealer Certificate from OEM/ ODM. Back to back support certificate for 05 years.	
15	Copy of SLA of the vendor with OEM/ODM	
16	Copies of ISO Certification, if any	
17	CE and UL/ BIS certificate of the product offered	
18	List of Support offices or Sub offices / dealers submitted. Proof of the office existence (For Office in Telangana, attach copy of Gumasta Licence)	
19	List of qualified technicians / tradesmen submitted with proof ESIC and PF paid ECR copy for last 01 year)	
20	Company in profit during the last three consecutive years. Support documents submitted	
21	Copy of registration and partnership deed (if applicable) in support of constitution / In case of Limited Company, copy of Power of Attorney for signing the application and the Certification of Incorporation, Memorandum of Articles of Association & Board resolution authorizing representative to apply and make commitments on behalf of the Manufacturer/ Firm/ Company/ Dealer/ Vendor to be attached	

Place: Date: along with Stamp and Signature of Applicant / Authorized Signatory of the Applicant

No.

Date:

To:

Assistant General Manager & CSO
Circle Security Department
Ground Floor, Local Head Office,
State Bank of India,
Bank Street, Koti,
Hyderabad – 500 095.

Dear Sir,

SUBJECT: MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

We _____ registered office at _____ having joint venture / authorized dealer etc. with _____, who are established and leading manufacturer of Security Alarm System, do hereby authorize M/s _____ having their registered office at _____ to submit quote, negotiate, supply, install and provide after sales support for our range of under mentioned products quoted by them to meet the above mentioned tender:-

S.No	Product	Company	Model No	Remarks

2. We also confirm that the above products meet the Technical specifications/ features as per the RFP.
3. We as OEM are responsible that the System Integrator uses genuine products. We will conduct Audit of the products being installed by the System Integrator, as and when required by the Bank without any extra cost, as a service support to the Bank.
4. We hereby confirm to extend our back to back technical support and meet warranty terms of ____ years. Also, we as an OEM assure that the quoted models are not end of life and necessary spares would be provided at cost to bidder for period of **five years**, as per OEM standards for this tender/project.

5. We duly authorize the said vendor to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Thanking you,

Yours faithfully,

Authorized Signatories

TECHNICAL SPECIFICATION OF SECURITY ALARM SYSTEM

S. No	Name of Equipment / Work	Technical Specifications	Page Nos
1.	Security Alarm System	<u>Annexure 'D'</u>	
2.	Specimen of Installation & AMC Certificate	<u>Annexure 'E'</u>	

SERVICE LEVEL AGREEMENT (SLA) FOR AMC OF SECURITY ALARM SYSTEM
HARDWARE, SOFTWARE & OTHER RELATED SERVICES

MADE THIS _____ the DAY OF _____ BY AND BETWEEN STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act 1955 and having one of its Local Head Office at Koti, Hyderabad (hereinafter referred to as 'The Bank' which expression shall include its successor and assigns)

AND

M/s. ABC (**Vendor Firm Name**) having its registered Office at **Full address of AMC Vendor** (hereinafter referred to as VENDOR which expression shall include its successors and assigns) represented by Shri....., designation.....

2. WHEREAS the Bank has issued a Request for Proposal (RFP) dated.....inviting proposals from the prospective vendors for supply, installation and maintenance of Security Alarm System Installed in its branches/offices/cells (including maintenance of existing Security Alarm System) more fully described in the said RFP & vendor has participated in the above empanelment/tender process and was selected for supply, installation and maintenance services (Comprehensive AMC) for complete _____ Security Alarm System along with its accessories as defined in scope of work. Different makes installed at the branches /offices/cells of the Bank.

WHEREAS the vendor has agreed to provide the supply, installation and maintenance services for Security Alarm System at different branches/ offices / any other premises of the Bank where Security Alarm System has been installed

3. NOW THEREFORE, in consideration of the mutual covenants, undertaking and conditions set forth below and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged the Parties hereby agreed as follows:

3.1 The applicant should have an established office/ service centre with technical personnel in one or more locations of the Administrative Offices preferably at Nizamabad, Nalgonda, Warangal and Hyderabad/ Secunderabad for providing 24 hours X 7 days' post implementation support/ service. However, as and when required the applicant must be prepared to open the additional support offices at new centres where AOs /RBOs are located from the prospective of providing 24 X

7 days post implementation support. Complete address, contact details like Tele No., Fax No., email ID and Mobile Nos. and documentary evidence for the same should be provided. Proof for the same to be submitted like Gumasta License Copy /Registration Certificate under Shops and Establishment Act.

3.2 **TERMS AND CONDITIONS OF CONTRACT (TCC)**

3.2.1 **DEFINITIONS:** Certain terms used in this Agreement are defined hereunder. Other terms used in this unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

3.2.2 'The Bank' shall mean the State Bank of India (including its branches/offices/ cells).

3.2.3 "Vendor" (implies and means Manufacturer/ Firm/ Company/ Dealer/ Vendor/) is the Applicant who will participate in the tender process and also covers those who will be successfully empanelled in the Bank.

3.2.4 "Authorized Representative/ Signatory" means/ implies that the person duly authorised by "Vendor" for participating in the entire empanelment and bidding process and for signing the contract.

3.2.5 "Confidential Information" shall have the meaning set forth in Clause 45.

3.2.6 "Deficiencies" shall mean unsatisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby caused loss to the party of this Agreement.

3.2.7 "Documentation" 'Documentation' includes, User Manuals, Installation Manuals, Operation Manuals, Design documents, Process documents, Technical Manuals, Functional Specification, Software requirement Specification, On-line tutorials/ System configuration documents, System/database administrative documents, Debugging/diagnostics documents, Test procedures, 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 etc.

3.2.8 "Intellectual Property Rights" shall mean, 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, 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).

“Request for Proposal (RFP)” shall mean RFP NO. HYD/CSO/2022-23/001 dated 18.04.2022 along with its clarifications/ corrigenda issued by the Bank from time to time.

3.3 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

3.4 ‘Services’ shall mean and include the Services offered by Vendor including but not limited to Comprehensive Annual Maintenance Contract under this Agreement. Services’ shall also include the Implementation Services, Training Services and Maintenance Services etc. and other incidental services and other obligation of the service provider shall be provided under this Agreement.

3.5 “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.

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

3.7 “AMC Charges” means the price payable to the Service Provider under the Agreement. The obligations expressed under the AMC shall include all costs relating to labour, spares, maintenance (preventive, unscheduled), and transport charges from site to manufacturer’s works and back for repair/adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to VENDOR.

3.8 “The Equipment” means Security Alarm System hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;

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

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

3.11 “The Project” means supply, installation, testing and commissioning of Security hardware / software & services. It also includes maintenance of the equipment.

3.12 "AO/RBO" means Administrative Office/ Regional Business Office of State Bank of India.

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

4. **THE SCOPE OF WORK** shall include Supply, Delivery at site, Unloading, any Other services associated with the delivery of equipment and Installation, Cabling, Commissioning, Software optimization/customizations, Providing warranty/Post warranty services (i.e. Annual Maintenance Contract) for the equipment and any other related accessories/services for the complete installation and commissioning of system.

4.1 Annual Maintenance Contract (AMC) of the existing Security Alarm Systems. The required back to back supported certificate from manufacturer of the existing Security Alarm System will be arranged by the vendor.

4.2 VENDOR shall during the period of agreement / contract supply, install maintain Security / Fire Safety System installed in the Branches / Offices/ Cells under the HYDERABAD LHO in good working order and for this purpose shall provide the maintenance service.

4.3 Thorough check up, testing, servicing cleaning, inspection, & maintenance etc. of complete Security Alarm System and its accessories.

4.4 In case any of the Security Alarm System requires major repairs, the vendor shall provide a replacement before taking the defective equipment for repairs so that the Branch/ Office/ Cell remains with functional and operational equipment at all the time.

4.5 Vendor will have to carry out 04 mandatory quarterly branch visits and on-call visits in case of any Emergency Calls, by the respective branches.

4.6 In case of replacement of equipment, due to unserviceability or for any other reason, Bank may opt for a Buy-back arrangement for the existing equipment on "as is where basis is". For this vendor will quote the Buy-back rates of each equipment during the tendering process. Payment of Buy-back will be adjusted in the bills payable to the vendor for new installation.

5. **COUNTRY OF ORIGIN / ELIGIBILITY OF GOODS & SERVICES:**

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

5.2 Manufacturer/ Firm/ Company/ Dealer/ Vendor WARRANTS THAT THE EQUIPMENT supplied shall be **brand new, free from all defects** in material, and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type shall be in full conformity with the specifications, drawings and samples, if any, and shall operate properly. Manufacturer/ Firm/ Company/ Dealer/ Vendor shall be fully responsible for its efficient operation.

5.3 Vendor further confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs / ODMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. He also undertakes to **produce certificate from the Original Equipment Manufacturers/ Original Device Manufacturers in support of the above statement at the time of delivery / installation.**

5.4 In case of default and the Bank finds that the above conditions are not complied with, then the vendor will take back the equipment supplied and return the money paid by Bank, in full, within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

5.5 In case of default and vendor is unable to comply with above at the time of delivery or during installation, for the Security Alarm System Hardware / Software already billed, he will take back the Security/Fire Safety equipments without demur, if already supplied and return the money if any paid to him by the Bank in this regard.

5.6 **In event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify the Manufacturer/ Firm/ Company/ Dealer/ Vendor from the Empanelment and in event of any details submitted turned out to be false during the tenure of AMC, the Bank is at discretion to forfeit the EMD/ Security Money Deposit towards Performance Guarantee and terminate the AMC.**

5.7 VENDOR further certifies that the sale of the software system to the Bank and use thereof do not infringe any provisions of the various laws related to patents, trademarks, copy rights or other intellectual property rights. The software will be free, uploaded along with the Security Alarm System cost and will be upgraded free of cost further if required for the smooth functioning of equipment.

6. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

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

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

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

7. PATENT RIGHTS / INTELLECTUAL PROPERTY RIGHTS:

2.1 The VENDOR shall warrant that the repair and maintenance service/products offered for sale do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. THE VENDOR shall indemnify SBI from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach or infringement of patent/ copy right /license/trade secret or other property right of any other person or other entity for the hardware/peripherals/equipment sourced either from third parties or from themselves.

2.2 In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third-party claims.

8. INSPECTION AND QUALITY CONTROL TESTS

8.1 The Bank reserves the right to carry out pre-shipment factory / go-down inspection at **the locations of the vendor** by a team of Bank Officials or demand a demonstration of the solution proposed on a representative model in Vendor's/Bank's office. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank.

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

9. DELIVERY/INSTALLATION SCHEDULE & PENALTY FOR DELAYED DELIVERIES/INSTALLATIONS:

9.1 Delivery and installation of Security Alarm System should be within 15 days from date of placing of work order.

9.2 In the event of the equipment not being delivered, installed, tested and commissioned within a period of **15 days** from date of work Order, a penalty of **one (01) percent** of the total consideration for each week or part thereof for the delay, subject to maximum amount of **five (5) percent** of the total consideration will be charged to vendor.

9.3 This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of Security Alarm System.

9.4 In event of further delay (beyond 4 weeks) in installation or maintenance visit, the Bank reserves the right to cancel the Work Order/ AMC and forfeit the EMD/Security Money Deposit. In the event of such cancellation, the vendor is not entitled to any compensation. **Please note that the installation/ maintenance schedule shall be followed strictly as stipulated. Any delay shall be viewed seriously and penalties levied.**

10. DELIVERY/ INSTALLATION & DOCUMENTATION:

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

a) 2 copies of Vendor's Invoice showing Contract number & Products description along with serial number and Part number, quantity, unit price and Total amount, bar code should be pasted in the installation certificate. GST No of the vendor and the Bank also to be mentioned therein. (Annexure 'G')

b) Manufacturer's / Vendor's Warranty Certificate (In original), User Manuals, CDs etc

10.2 The above documents shall be handed over by the vendor to the branch on handing over the Security Alarm System to the branch. Payment will be released after handing of the above-mentioned documents only.

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

11. **FOR THE SYSTEM & OTHER SOFTWARE, THE FOLLOWING WILL APPLY:**

11.1 The Vendor shall provide **free licensed software** for all software products whether developed by it or acquired from others. There shall not be any default in this regard.

11.2 Vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

11.3 System / application software delivered along with the equipment, (i.e. the vendor shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

12. **ACCEPTANCE PROCEDURE:** On successful completion of satisfactory installation, commissioning, acceptability test, receipt of deliverables, etc., the installation certificate (**Annexure 'E'**) signed by the Vendor and the representative of the Bank will be issued by the Bank.. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

13. **INSURANCE:**

The Security and Fire Safety equipment during defect liability period will be covered under insurance by the vendor. Should any loss or damage occur, the Vendor shall promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

14. **WARRANTY / AMC/ UPTIME:**

14.1 The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

14.2 Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of installation, commissioning and handing over of the equipment to the Bank. The same is required during comprehensive AMC also, after expiry of the warranty period.

14.3 Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.

14.4 All of the terms, warranties and benefits granted by VENDOR herein are comparable to or better than the equivalent terms being offered by VENDOR to any of its present customers. If VENDOR shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favourable terms, this Agreement shall thereupon be deemed to provide the same to the Bank.

14.5 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.

15. **ON-SITE COMPREHENSIVE WARRANTY:** The warranty would be on-site and comprehensive in nature and back to back support from the OEM/ ODM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of one year from the date of commissioning and handing over of the equipment to the Bank. The Vendor shall repair or replace worn out or defective parts of the equipment at his own cost including the cost of transportation. No charges, fees, accommodation, boarding, etc, shall be paid or provided by SBI to the service engineer or assistants.
16. **UPTIME:** VENDOR shall guarantee and ensure SYSTEM UPTIME efficiency of 99% for the full configuration of the EQUIPMENT, **in every quarter**. SYSTEM UPTIME for the purposes of this document is defined as productive and error- free time of the EQUIPMENT reckoned on a quarterly basis and the SYSTEM UPTIME efficiency shall be computed as under:

$$\text{Uptime} = \frac{(\text{Total Time} - \text{Down Time}) \times 100}{\text{Total Time}}$$

Where: TOTAL TIME is the time (no. of hours) for which the EQUIPMENT is required to be satisfactorily operational at the SITE during the quarter.

DOWN TIME is the aggregate time lost due to EQUIPMENT mal-function, unsatisfactory operation and improper maintenance during the quarter.

17. **PENALTY:**

17.1 Bank will levy penalty for any deficiency in services or quality of materials supplied without prejudice to any of BANK's other rights and remedies. The penalty will be calculated as per the SLA measure given in the table below:

S.No	SLA Measure	Target Penalties	
1	Availability/Uptime of Security System including its accessories 100% (Availability/Uptime will be calculated on quarterly basis)	<input type="checkbox"/> <input type="checkbox"/> 100.00% = NIL <input type="checkbox"/> <input type="checkbox"/> 98.00% to 99% = 1 % <input type="checkbox"/> 97.00% to 97.99% = 5 % <input type="checkbox"/> 96.00 to 96.99% = 10 % <input type="checkbox"/> 95.00 to 95.99% = 15 % <input type="checkbox"/> Less than 95% = 25 % Penalty will be deducted from the AMC amount payable for the quarter	
2	Adequate number of days recording not available	Rs. 100/- for each day < 90	
3	Complaint resolution during warranty period	Within time limit as per RFP –Nil Delay of each day in complaint resolution – Rs. 100/- per day	
4	Complaint resolution during AMC	Rs. 500/- for every week of delay or part thereof	
5	Not carrying out Quarterly Visits during AMC	25% of AMC amount for each branch where AMC visit is not carried out in a quarter. This amount will be deducted from the quarterly AMC payments payable to the vendor. The quarter starts from the date of signing of the agreement.	
6	Penalty, once the maximum penalty reached.	Bank may terminate the contract and Forfeit the Retention Amount submitted as PBG.	
7	Not keeping required Manpower as per SLA	Rs. 1000/- per technician, at every instance	

17.2 In the event of deficiency being such that the 25% penalty ceiling is breached, the vendor shall become liable for further penal actions to the extent of termination of his contract with forfeiture of EMD/ RMD/ SMD as deemed fit and reasonable by the Bank.

17.3 However, this penalty shall also not apply in case of delays in restoration of system caused by Natural calamities or so called acts of God, War, Earthquake, Tsunamis, Riots, Bandhs, Civil Disturbances, any of which affect either the Vendor's nearest service centre or the site of installation.

17.4 Appropriate Penalties will be recovered from the quarterly payment if successful bidder is not able to achieve required Service levels as mentioned below:

17.5 Any penalty due during the Warranty period will be adjusted against the 10% Retention Money held by the respective branch for defect liability period or in the security deposit retained by the Bank.

18. **PREVENTIVE MAINTENANCE:**

18.1 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) quarterly of newly installed as well as existing Security Alarm System.

18.2 **Vendor will arrange for all necessary authorization certificates for back to back support for maintenance of the existing Security and Fire Safety system from the manufacturer of the equipment.** 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:

18.3 Free maintenance services as and when required during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.

18.4 The Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from **09.00 A.M. to 07.00 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 for 05 years from date of installation of equipment.

18.5 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 24x7x365

18.6 In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of **1% percent** of the total consideration for each week or part thereof the delay, subject to maximum amount of **five (05) percent** of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement which should be in working condition as a workable solution to avoid the above penalty.

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

18.8 The Bank shall maintain a Security Register at its site in which, the Bank's authorized official/ any other nominated staff by the Branch/Office/Cell, 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 authorized Official. Maintenance visit will be only counted when in the report system and all its accessory will be marked as working properly. The original of the field call report shall be handed over to the Bank's official.

18.9 The VENDOR shall provide replacement equipment of similar brand or similar brand with higher make if any equipment is taken out of the premises for repairs.

18.10 The obligations expressed under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive, unscheduled), and transport charges from site to manufacturer's works station and back for repair/adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to VENDOR.

18.11 VENDOR shall further ensure that the EQUIPMENT is not down at any time for want of spare parts.

18.12 VENDOR shall provide repair and maintenance service, **in response to oral, including telephone, notice by the Bank, within 36 hours and also provide a complaint number for tracking the complaint status.** VENDOR shall ensure that faults and failures intimated by the Bank at above are set right **within 36 hours** of being reported.

18.13 The vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit

conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

18.14 The selected Vendor should carry out all installation/AMC tasks in close coordination with the Security Officer and Chief Manager (GB/Compliance & Risk Management) posted at AO/RBO, depending on the Bank's requirement.

18.15 During the period of contract due to any reason, if there is any shortage of spares or the selected model is not available in the market then the company will provide another model, same brand with equivalent configuration or higher on same rates and terms and conditions which should be accepted by the Bank.

19. **TRANSFER OF OWNERSHIP:**

19.1 Transfer of ownership of the property shall be effective as soon as the equipment is installed, tested and commissioned at the SITE and accepted by SBI. While repairing, any worn or defective parts replaced by the VENDOR and the parts replacing the withdrawn parts shall become the property of the Bank.

19.2 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 on showing of identity card issued by the vendor to its technician.

19.3 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.

19.4 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.

19.5 On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the security equipment or to the other electronic equipment of the branch or its property, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK to its full present cost.

20. **MAINTENANCE AND SUPPORT:**

20.1 The Vendor shall clearly state the magnitude of the Vendor's presence largely in Telangana and Administrative Office locations (viz. Hyderabad, Secunderabad, Nizamabad, Nalgond, Warangal) to provide 24x7 post implementation supports.

20.2 During the warranty period the vendor has to arrange quarterly visits for inspection of the equipment and provide services.

20.3 Comprehensive Service Level Agreements (SLA) for AMC for 01 year to be provided by vendors and will essentially have to enter in to an Annual Maintenance Contract (**Appendix-6**) for a minimum period of one year of maintenance of the system installed by them after the expiry of the warranty period.

20.4 Annual Maintenance of the existing Security Alarm System is compulsory to be done by the vendor. If the vendor does not have back to back supported certificate from manufacturer of the existing Security Alarm System then he will arrange for the same.

21. **ANNUAL MAINTENANCE CONTRACT (AMC)**

21.1 After expiry of the warranty period, THE VENDOR shall provide maintenance services for the EQUIPMENT at the quoted rate submitted by him in the bidding process, for a period of **two** years (after warranty period), at **quarterly intervals**. **The first AMC visit will be done within 15 days after the completion of warranty period.** Thereafter the visits to be done on quarterly basis. **There should be a gap of minimum 70 days between two AMC visits.**

21.2 The AMC charges will be payable subject to satisfactory maintenance services. THE VENDOR shall not increase the AMC rates during contract period excluding the warranty period. The detailed conditions and covenants governing the AMC would be as per specimen agreement given in (**Appendix-6**) to this RFP. THE VENDOR shall be in position to maintain the complete equipment installed by him during the contract period. SBI may change the terms of the future AMCs, if necessary, to meet changing needs, on mutual agreement with THE VENDOR. The AMC agreement will be executed with the vendors by the respective Regional Business Office's on Banks standard format.

21.3 AMC visit will be construed to be done only when the system is found to be functioning completely/ properly. Vendor will submit maintenance certificate along with the bills as given in Annexure 'E', to the respective RBOs on Quarterly basis after completing the AMC for the said quarter for all the branches of the RBO, for payment purpose.

21.4 VENDOR shall keep **sufficient standby Security Alarm System and spares of essential kits or parts of the EQUIPMENT** all the time, as may be required to keep the downtime minimal. The VENDOR, if he chooses, may install his own standby system of identical specification/ make, if such systems are acceptable to SBI.

21.5 In case of services rendered by the VENDOR is not satisfactory, the Bank will forfeit the Security Money Deposit. He will be de-empanelled in the Bank for next 03 years. His work will be allotted to the other empanelled vendor.

21.6 In the event VENDOR decides to discontinue the supply of sub assemblies, kits of parts, components and spare parts for the EQUIPMENT purchased after the expiry of the said five years, VENDOR shall give 03 months notice prior to such discontinuance and assist SBI to make alternative arrangements.

21.7 All engineering changes generally adopted hereafter by VENDOR for equipment similar to that supplied, as per the schedule of work, shall be made to the EQUIPMENT at no cost to SBI.

21.8 The contact details of service centre, technicians and Manager i.e. telephone numbers, Mobile No., Fax No., E-Mail id, or service focal point(s) to be provided to the Security Officer, Chief Manager (GB/ Compliance & Risk Management) of AO/ RBO/ concerned Branch Manager. In case, there is any change, updated list should be submitted to the Bank immediately.

NOTE: In case the Security Alarm System requires major repairs, the vendor shall provide a replacement before taking the defective equipment for repairs so that the branch has working Security Alarm System all times under advice to Security Officer of the concerned Module/CM (GB/Compliance & Risk Management) of AO/ RBO.

22. **AMC VISIT REPORTS:**

22.1 The vendor will have to provide 04 quarterly mandatory branch visits and 02 on-call free visits and thereafter, in case of any Emergency / Additional Calls, the Bank will pay the visit charges quoted by the vendor for such emergency / additional visits which is to be certified by the Branch Head. The charges towards emergency / additional visits will be paid along with the quarterly payments on submission of proper invoices and documentary evidences.

22.2 AMC Vendor shall prepare four copies of the visit report (as per Annexure 'E') and each report will be counter signed by the Branch Manager. One copy will be handed over to the Branch Manager.

22.3 Second copy to be retained by the vendor.

22.4 Third copy to be sent to the Security Officer at respective Administrative Office.

22.5 Fourth copy shall be sent to the CM (GB/Compliance & Risk Management) at AO/RBO, as applicable.

22.6 Necessary entries along with dates should be made in the Security information register, and duly signed by the representative of the vendor and the Branch Manager.

23. **SECURITY:**

23.1 All the employees of the Vendor/OEM/ODM must always carry/display their identity cards for authentication without which they will not be allowed entry in the Bank. All technicians to also possess a hard copy of AMC and authorization of visit by the vendor.

23.2 VENDOR agrees that he and his personnel will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.

23.3 A complaint number shall be generated for all complaints received from the Bank by the Vendor for future references.

23.4 The vendor will submit the list of his technicians who will visit the branch for service support to the concerned Security Officer, Chief Manager (GB/Compliance & Risk Management) at AO/RBO. Whenever there are changes in the names of the technician, the vendor will submit the fresh list to all concerned.

24. **FUTURE ADDITIONS OF HARDWARE / SOFTWARE:** The Bank would have the right to:

24.1 Shift supplied systems to an alternative site of its choice.

24.2 Disconnect / connect / substitute peripherals or devices or any equipment / software acquired from another vendor.

24.3 Expand the capacity/enhance the features / upgrade the hardware / software 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.

24.4 The warranty terms would not be considered as violated if any of 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 that components / software not acquired from them.

25. **SUBCONTRACTING:**

25.1 The Vendor shall not assign or sub-contract, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

25.2 The VENDOR will not subcontract or permit anyone other than The VENDOR's qualified personnel to perform any of the work, services or other performance required or under this agreement without the prior written consent of the Bank. However, such restriction is not applicable for service/repairs/maintenance if being provided by the authorized representative of Original Equipment Manufacturer/ Original Device Manufacturer, subject to proper authorization by the VENDOR, in his presence.

26. **CONFIDENTIALITY:**

26.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the Bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

26.2 The VENDOR / Bank will treat as confidential all data and information about the VENDOR / Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

27. **TRAINING: USER MAINTENANCE:** It is important that the user is aware of the importance of the Security Alarm System and its operations. The AMC Vendor shall offer in-depth training to the branch staff on the offered solution according to the following:

- a) Provide hands on training to the branch staff
- b) Train bank staff on operations of the system including special features, data retrieval, troubleshooting & routine maintenance of Security Alarm System.
- c) The training shall be conducted by the vendor within the Branch / Office premises.
- d) Educate the staff about the reporting channels of faults, as soon as possible after they are discovered, and that details are entered in a fault reporting book.

28. **PAYMENT TERMS FOR NEW INSTALLATIONS:**

- 28.1 Payment shall be made in Indian Rupees.
- 28.2 90% of the total amount on installation, commissioning and handing over of the new equipment to the Bank.
- 28.3 Balance 10% after the expiry of defect liability/warranty period of one year.
- 28.4 Payments will not be released for any part-shipment or short-shipments.

Note: No advance payment shall be paid at the time of placing the work order

29. **PAYMENT SCHEDULE FOR ANNUAL MAINTENANCE CONTRACT:**

- 29.1 There will be 4 quarterly visits for the AMC. The vendors will submit the Quarterly AMC bills along with Service Certificates to the concerned RBO, after carrying out maintenance service visit of all the branches of the region. The quarterly AMC bill will be paid to the vendor by the concerned RBO, after verification of the bills and Service Certificates of all the branches of their region. Penalty clauses will be invoked by the RBOs for any kind of deviation/delay in service/ not carrying out AMC in branches in accordance with the applicable clauses.
- 29.2 On missing of one quarterly AMC visit schedule, penalty, as applicable and specified in Para 36.4 will be deducted from the AMC bill amount of the vendor or from the Security Deposit Money.
- 29.3 Repetition of missing of quarterly AMC visit will result in de-empanelment of the vendor for minimum period of three years and the work will be allotted to the other empanelled vendor.

30. **PERIOD OF EMPANELMENT AND PERFORMANCE REVIEW OF THE VENDORS:**

- 30.1 Empanelment of vendors in the Bank will be for a period of 03 years.** The validity of empanelment may further extend on the existing terms and conditions for another one year, provided that the vendor performance is found to be satisfactory during the contract period. It is to note that, after completion of one year, if the vendor does not get de-empanelment notice from the Bank it will constitute that the vendor empanelment continues in the Bank for another one year.
- 30.2 If empanelled vendor does not participate in reverse auction or commercial bid subsequently or in future within contract period, then the empanelment of the vendor will be cancelled and the Security Money Deposited will be forfeited.
- 30.3 **Those vendors whose performance is found unsatisfactory will be removed from the empanelment list of the Bank for three years and penalty will be imposed as deemed fit by the Bank.**

31. **PRICES:** All prices should be quoted in **INR (Indian Rupees) exclusive of taxes.**

31.1 The quotations whenever called for, must be complete in itself, properly worked out to cover all the vendor's obligations under the contract and all matters and things necessary for proper completion of the work, and the rates quoted therein must be correct and sufficient to cover the vendor's costs, overheads and profits etc, completely for the individual items of work including cost for all necessary materials and labour, cost of installation, transportation, travelling, training but GST or duty levied by the Local/State/ Central Government as on the date of submitting quotations, if and as applicable. Price will be inclusive of insurance against loss or damage by fire, theft or other usual risks during transit, and till the work is complete at site and handed over to SBI at site in all respects according to the true meaning and intent of the contract. All the employees of the Vendor who will visit Branches/Offices/Cells etc will also have to be insured and in case of any eventuality Bank will not be liable for payment towards their insurance.

31.2 Prices payable to the Vendor, as stated in the Contract, shall be firm and not subject to change for three year from the date of commencement of the Contract or till such time rates are reviewed by the Bank.

31.3 The Vendor will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government (Central/ State) taxes, 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. However, upward revisions due to market conditions will not be borne by the Bank

31.4 Bank may constitute a committee for assessing the price of the equipment during the term of the contract and if there is drastic reduction in the rate of any equipment or its accessories, the benefit of it is to be passed to the Bank.

32. **CONTRACT AMENDMENTS:**

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

32.2 Each party warrants and guarantees that it has full power and authority to enter into and perform this agreement and the person signing this agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by this.

32.3 Words importing the singular include the plural and vice versa.

33. DELAYS IN THE VENDOR'S PERFORMANCE:

33.1 Delivery, installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.

33.2 If at any time during performance of the Contract, the Vendor encounter conditions impeding timely delivery of the Products and performance of services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

33.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

34. VENDOR'S OBLIGATIONS

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

34.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same, if required.

34.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

34.4 The Vendor will abide by the job safety measures prevalent in India including the insurance coverage of its staff and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence/ or during performance of any work in the Bank. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

34.5 The Vendor shall issue Photo-Identify Cards to all its employees who would be deployed for the survey / installation / maintenance or any other job for the system. The Photo-Identify Cards shall be signed by the employee concerned and the authorized signatory of Vendor. Photo copy of such Photo-Identify Cards to be deposited with the Circle Security Department and Zonal Security Officer. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

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

35. **RIGHT TO USE DEFECTIVE PRODUCT:** If after delivery, acceptance and installation and within the guarantee/ 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.

36. **EMD/ SECURITY MONEY DEPOSIT:**

36.1 An EMD amount as per Para 2.1 for the Security Alarm System, the Vendor wishes to get empanelled shall be deposited in the form of a Demand Draft in favour of the "AGM & CSO, SBI HYDERABAD LHO" payable at **Hyderabad** along with signed RFP document for participating in the e-tender process.

36.2 In case the shortlisted vendor backs out and refuses to work, the EMD/Security Money Deposit shall be forfeited and the vendor will be debarred for 03 years from taking part in the future security equipment tenders floated by the Bank for its HYDERABAD Circle branches.

37. **TERMINATION FOR DEFAULT:**

37.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 days sent to the Vendor, may terminate the Contract in whole or in part thereof:

- (a) If the Vendor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- (b) If the vendor fails to perform any other obligation(s) under the contract; or
- (c) Laxity in adherence to standards laid down by the Bank; or
- (d) Discrepancies/deviations in the agreed processes or
- (e) Violations of terms and conditions stipulated in this RFP.

37.2 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

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

37.4 During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation.

37.5 The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

37.6 In the event of failure of the Vendor 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 Vendor. The existing Vendor shall continue to provide services as per the terms of contract until a 'New Vendor' completely takes over the work. During the transition phase, the existing Vendor shall render all reasonable assistance to the new Vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services."

38. **FORCE MAJEURE:**

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

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

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

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

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

39. ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

39.1 If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Bank or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager & CSO within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager & CSO, SBI, LHO Hyderabad in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager & CSO, SBI, LHO Hyderabad in writing in the manner and within the time aforesaid.

39.2 The Assistant General Manager & CSO shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager & CSO submit his claims to the conciliating authority namely the Circle Development Officer for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager & CSO.

39.3 If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

39.4 Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager, Hyderabad Circle. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his

office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

40. **JURISDICTION:**

40.1 **APPLICABLE LAW:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at High Court at Hyderabad.

40.2 All disputes arising out of or connected with this contract shall be instituted in the Court of competent jurisdiction situated in Hyderabad.

40.3 **SAVING CLAUSE:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India or any employee of the Bank for anything that is done in good faith or intended to be done in pursuance of this Agreement.

40.4 **GOVERNING LANGUAGE:** The governing language shall be English.

40.5 **ADDRESSES FOR NOTICES:** The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

**Assistant General Manager & CSO
Circle Security Department**

Ground Floor, Local Head Office,
State Bank of India,
Bank Street, Koti,
Hyderabad – 500 095

Vendor's address for notice purposes

<To be filled in by the Vendor>

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

41. TAXES AND DUTIES

41.1 The Vendor will be entirely responsible for all applicable taxes of Central / State Government license fees, **road permits**, GST etc. in connection with delivery of products at site including incidental services and commissioning.

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

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

41.4 The Vendor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the Warranty period. Vendor shall indemnify the Bank from all claims relating to Workers/Staff/Sub-Vendors Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

42. LIABILITY AND INDEMNITIES:

42.1 VENDOR represents and warrants that the supply repair and maintenance service to be provided do not violate or infringe upon any patent, copyright, trade secret, or other proprietary right of any other person or other entity. VENDOR agrees that it will, and hereby does, indemnify the Bank from any claim, damages, loss, penalty etc., directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

42.2 Vendor 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 Services rendered by the Vendor or breach of any obligations mentioned in clauses hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Vendor. The Vendor agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Vendor.

42.3 Vendor 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.

42.4 The Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor.

42.5 The Vendor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Vendor without undue delay. The Vendor also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software/ hardware / any other system.

43. FRAUD AND CORRUPT PRACTICES

43.1 The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the entire Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without

being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the entire Process.

43.2 Without prejudice to the rights of the Bank, if a applicant is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the entire Process, such applicant shall not be eligible to participate in any RFP issued by the Bank during a period of 3 (three) years from the instant date.

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

a) **“Corrupt practice” means:**

(i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official of the Bank who is or has been associated in any manner, directly or indirectly with the empanelment Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such Official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the empanelment Process; or

(ii) Engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the empanelment 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 empanelment Process;

d) “Undesirable practice” means

(i) Establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the empanelment Process; or

(ii) Having a Conflict of Interest; and

e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the empanelment Process.

Duration of the Contract

The Contract duration will be of one year i.e from _____ to _____

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

Seal of VENDOR affixed in presence of

Shri _____

(VENDOR's authorized representative)
and signed by the duly authorized representative,

Shri _____ Designation _____.

_____.

In the presence, of

1. Shri _____

2. Shri _____

In terms of Board/partnership resolution dated _____

The Bank by its representative

Shri _____

State Bank of India,

Note: 2. Depending upon the constitution of the Vendor, necessary changes will be made to properly state such constitution.

TECHNICAL SPECIFICATIONS OF SECURITY ALARM SYSTEM

S.NO	Component	Annexure
1	SECURITY ALARM SYSTEM	<u>ANNEXURE -A1</u>
2	BATTERY & AUTODIALLER	<u>ANNEXURE -A2</u>
3	HOOTERS	<u>ANNEXURE -A3</u>
4	DETECTORS/ SENSORS	<u>ANNEXURE -A4</u>

SECURITY ALARM SYSTEM

S No.	DESCRIPTION	SPECIFICATIONS	Yes/ No
1.	Security Alarm Panel		
(a)	Micro- controller Based Control Panel with inbuilt LCD indication	<p>Microprocessor based with CMS compatibility (TCP/IP) and Integrated Auto- dialler (<i>PSTN AND GSM based</i> for new installations)</p> <p>Minimum 4 (Four) Zone Microprocessor based Control Panel as per IS-2189- 2008 specifications. Approved / tested by ERTL/ ETDC or any Third Party Laboratory/ Test House recognized by Bureau of Indian Standards for this purpose (certifications: ERTL/ETDC/BIS)</p> <p>The panel should show the status/health of the system (Data Logger System)</p> <p>The panel should indicate the health of the system (Fault, power failure and battery status indicator).</p>	
(b)	Automatic (arming & disarming)	<p>Should have facility to switch between “Day (Unarmed)” and “Night (Armed)” modes automatically at pre- programmed times and also it can be manually overridden without any external hardware.</p> <p>Should have programmable time delay of alarm activation in “Day (Unarmed)” mode and immediate activation in “Night (Armed)” mode.</p> <p>(i) change from day to night mode & Vice-versa as per the real time clock</p> <p>(ii) option to change manually with existing keypad</p> <p>(iii) Sundays & Holidays Night Mode active.</p> <p>(iv) Night Zone (instant/ delayed)</p> <p>Mock Test facility (Sending system health status/ alarm status through Voice Call and SMS to a temporary contact of the official conducting Mock Test).</p>	

(c)	Central Monitoring System (CMS)	<p>The panel should have the facility to send Health status of the system through GSM network.</p> <p>The panel should have the facility to send Health status of other existing systems installed in the branch (i.e. Fire/CCTV system)</p> <p>The panel should have the facility to send Health status of the CCTV (i.e. HDD status, functioning of the DVR, Cameras etc)</p> <p>It should have the facility of sending alerts through Voice Calls and SMS in the event of Intrusion.</p> <p>It should continuously check the status of DVR/NVR and HDD functioning in the CCTV System.</p> <p>All the features mentioned should work based on GSM technology and no internet connection will be provided by the branch to the control panel for communicating all the Health Status and other features as mentioned.</p>	
(d)	Power Supply	<p>Control panel shall operate from a 230 v + / - 10 % 50 Hz mains supply and in case of power failure shall automatically switch over to a built-in sealed maintenance free battery rated at 24V DC 7 AH with a switch over time of less than 100 ms. <u>Deep discharge arrangement should be there.</u></p>	
(e)	External Body Features	<ul style="list-style-type: none"> (i) Protected from dust, water, vermin etc (ii) Acrylonitrile Butadiene Styrene (ABS)/ 18 SWG M S Cabinet, epoxy Coated (iii) Locking of panel by Allen Head screw on sides / internal lock (iv) Bracket mounted (v) Provision for battery compartment inside the panel 	

(f)	Other Features	Reset switch for Night Mode. Reset key for PIR. Test Check Facility. Self-powered Hooter. Facility of tamper proof sensors. Tamper proof Autodiallers. Daily Health Check status through SMS. Zone isolation facility. Silent Mode. Dual Control Panel. Remote switch facility	
(g)	wireless module	Provision for Cordless Switch to: a) Activate the alarm system b) Raise Silent Alarm (Autodialler functions without raising alarm)	
(h)	Real Time Clock	24/12 Hour Format Real Time Clock (Time & Date)	
(i)	LCD display	LCD Display with backlit facility and Indication in the event of any zone getting faulty or switch getting isolated	
(j)	Power Supply	Mains and battery backup (12V 7AH) with recharging facility	
(k)	Compatibility	PIR Sensors, Magnetic Sensors, Vibration Sensors, Light Sensors and have one zone for fire detector (smoke sensor) etc and capable to put on the lights when activated during night mode. Should have provision to connect minimum 10 panic switches in day mode. Should have a night mode (Armed Mode) with provision to connect 8 each passive infrared (PIR) sensors, Vibration (motion) sensors and magnetic contact sensors. Should also support pressure switches, light sensors, rolling shutter contact sensors.	
(l)	Auto Reset	03 to 05 minutes (Day & Night Mode)	
(m)	Wire cut	(i) Activate the alarm system for 120 seconds (ii) Blinking of LCD panel indicating the defect System should be tamperproof. i.e, must activate alarm in case of any tampering with control panel / Auto-dialler /switches/ sensors/ hooters/ cables or any other components.	
(n)	ON/OFF function	Only through Keypad	

2.	Wiring	
(a)	2 Core and 4 Core Multi strand .75 sq. mm, flexible, ISI marked (Finolex/ Plaza/ Polycab/ RR Cable or similar quality)	
(b)	PVC insulated copper wire for connection of panic switches and other sensors respectively	
(c)	Rigid PVC conduit 2 mm ISI mark. Fixed with metal saddling at every 02 ft distance.	

SPECIFICATIONS: PANEL AND BATTERY

SI NO.	FEATURE	TECHNICAL SPECIFICATIONS	YES/ NO
2. BUILT IN AUTO DIALER ARRANGEMENT WITH <u>SIM CARD</u>			
(a)	Compatibility	GSM <u>AND</u> PSTN connection of any service provider(certification: ERTL/BIS)	
(b)	Storage and dialling	(i) Minimum Ten (10) Telephone / mobile numbers with recording message up to 20 Seconds duration (ii) Message recording facility at local end (Branch end). (iii) Ability to generate SMS alerts in addition to auto-dialling the pre-fed numbers	
(c)	Re-Dialing	(i) Message should be repeated at least twice before dialling the 2nd number (ii) If number not responded, facility to re-dial the number after completing the cycle	
(d)	Display	Provide signal strength and status indication	
(e)	Power Consumption	Less than 200 mA idle current and 1 –2 Amps on full activation.	
(f)	AC Voltage at Input	Single Phase 50 Hz, 150-260 V. Auto cut-off protections for over and under current / voltage.	
(g)	DC Voltage for System	24 Volts	
(h)	Type of indicator lamps	LED (different colours)	
(i)	Auto dialer should be integrated within Main Control Panel	Should have capacity to register at least 8 (Eight) telephone numbers.	
4. BATTERY UNIT			
(a)	Make	Standard ISI make	
(b)	Type	Sealed, maintenance free.	
(c)	Voltage	volts: 2 units.	

(d)	AH Capacity	7 AH capable of providing 48 hrs stand by supply in case of AC failure as per IS 2189-2008.	
(e)	Location	located within the Main Control Panel.	

SPECIFICATIONS: HOOTER AND CABLE

ELECTRONIC HOOTER/SOUNDER:		YES/ NO
(a) Make	As per IS 2189-2008.	
(b) Features	(i) Min 90 dB for internal and 110 dB for External (CE & UL certification) (ii) 4 wired with tamper loop (iii) ABS body (iv) Weatherproof (v) Wall mounting facility (vi) Operates on 12 Volt DC (vii) Put off after a period of 3 minutes (programmable with the help of key pad) and thereafter the entire system should get reset. (viii) Programmable 0 - 90 Sec time delay (ix) Hooters for panic switches and entry and exit time delay from 0 to 90 sec for PIR support two external hooters besides the internal one	
(c) Type of sound emitted	Intermittent / Dual	
(d) Material of the body	Fabricated from either spun aluminum or moulded PVC.	
SELF POWERED HOOTER		
(a) Make	As per IS 2189-2008.	
(b) Watt/ capacity	6 Watts (Dual tone) of Min 90 db output	
(c) Type of sound emitted	Intermittent / Dual	
(d) Material of the body	Fabricated from either spun aluminum or moulded PVC with inbuilt battery backup.	
1. CABLE		
(a) Make	Standard ISI mark	
(b) Specification	IS 1554-Part-1 1976 or latest	
(c) Type	2 core, 1.5 sq. MM core;, Armoured Cable	

SPECIFICATIONS: VARIOUS DETECTORS

DETECTOR:		YES/ NO
DUAL TECH PASSIVE INFRARED (PIR) SENSOR:		
(a) Operation Principle	IR & Microwave	
(b) Specification	Horizontal coverage of 110° Range 10 Mtrs Wall mounting Pet/ rodent false alarm immunity Provision for calibration to adapt changes in ambient temperature due to various seasons.	
(c) Sensitivity range	Low, Medium, High	
(d) Type of Indicator lamp	LED.	
(e) Certifications	UL/FCC/CE/BIS	
MAGNETIC SENSOR:		
(a) Body	ABS	
(b) Specification	4 wired Tamer Loop (NC circuit)	
(c) Operating gap	15mm	
PANIC SWITCHES		
(a) Body	ABS/ Sturdy built	
(b) Specification	Microswitch Technology Built-in tamper switch	
OPTICAL DETECTOR:		
(a) Operation Principle	Light Scattering or obscuration	
(b) Specification	IS-11360-1985/UL/BS/FM/LPCB	
(c) Type of indicator lamp	LED	
(d) Compatible to work with	Ionization, Heat and Multi Sensor	

MAINTENANCE OF SECURITY ALARM SYSTEM

1. AMC will be awarded after completion of warranty period counting from the date of handing over the system to the branch/office/cell.
2. **SCOPE OF WORK:** Quarterly (Once in three months) i.e. four visits in a year.
 - (a) Checking, cleaning and testing of all components of the System i.e. Control Panel, Detectors, Response Indicators, Manual Call Points, Auto Dialler And Batteries etc. for its serviceability and healthiness.
 - (b) Testing of Auto dialler, programming i.e. changing and feeding of telephone numbers in consultation with Branch Managers wherever required.
 - (c) Rectification of defects noticed in the system.
 - (d) During each visit representative of the firm will give training to the Bank’s staff in operation and maintenance of the system.
 - (e) Apart from the above quarterly visits all complaints / breakdown calls will have to be attended free of cost within 24 hours for city / local branches and within 72 hours for outstation branches. An alternative serviceable unit may be provided in case the existing unit has to be taken out for necessary repairs and the original unit / part shall be refitted after repairs at the earliest.

SPECIMEN CERTIFICATES (FOR INSTALLATION AND AMC)

S.NO	SPECIMEN CERTIFICATE	
1	INSTALLATION OF SECURITY EQUIPMENT	<u>ANNEXURE -B1</u>
3	ANNUAL MAINTENANCE CERTIFICATE SECURITY ALARM	<u>ANNEXURE -B2</u>

The format mentioned above is only suggestive and SO may devise their own certificates to suit their local requirements.

INSTALLATION CERTIFICATE (IN TRIPLICATE): SECURITY ALARM

(One copy each to BM, ZSO & Along with the Bill)

It is hereby certify that Security Alarm system has been installed at the Branch/office on _____ and the system is working satisfactorily. All the items as per Invoice No _____ Dated _____ (given hereunder) have been installed in the branch and physically verified by the Branch Manager / officer concern.

S.No	Item Name	Make	Model	Serial No	Quantity

Working and mode of the operation of the system had been explained to the following staff members':

S.No	Name	Designation	Signature

Signature:
Name of Technician;
Mobile No:
Date:

BM Certificate

This is to certify that Mr _____ of M/s _____ (Vendor name) has installed Security Alarm system (as above) in our Branch. The system has been installed properly and is working satisfactorily.

Date:
Place:
Stamp of Branch

Signature of BM
Name of BM
Mob No.

ANNUAL MAINTENANCE CERTIFICATE (IN TRIPLICATE): SECURITY ALARM

Name of the Branch:
Name of branch Manager:
Landline Phone No with STD Code:
Date of Visit:

This is to certify that Security Alarm System installed at the branch has been inspected by me. The following equipment/ items installed in the branch have been serviced and found to be in working condition / out of order.

S.No	Equipment	Equipment Details		Function Report
1	Control Panel	Make & Model		
2.	Panic switches	Wireless/ Wired		
		No of Panic Switches		
3.	PIR	Make Model		
		No of PIR		
		Location of PIR		
4.	Magnetic Switch	Provided/ Not Provided		
5.	Battery Back-Up	Yes/ No		
6.	Battery	Date of Installation / replacement		
7.	Auto dialer	Landline/ GSM	Nos' fed: RM/ SO/ BM/ Acct/ Guard/ Police Stn/Other	
8.	Light Sensor	Provided/ Not Provided	No of Lights Attaches	
9.	Hooter	No. of hooter		
		Decibel		
10.	Night Mode	Working/ Not working		

11.	Other Sensors (Specify)			
12	Status of System & final comments			

It also certified that following officers/staff of the branch have been explained the functioning of security alarm system:

S.No	Name	Designation	Signature

Signature:
Name of Technician;
Mobile No:
Date:

BM Certificate

This is to certify that Mr_____ of M/s_____(Vendor name) has serviced the Security Alarm System installed in the branch in our presence. The system installed is found to be in working condition / out of order.

Date:
Place:
Stamp of Branch

Signature of BM
Name of BM
Mob No

PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2022 by (Name of the Bank)..... having its Registered Office atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its Local Head Offices at KOTI, Hyderabad for HYDERABAD Circle, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**") which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services(hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. HYD/CSO/2022-23/001 dated 18.04.2022.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of _____ year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

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

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

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. _____/- (Rupees _____ only).

2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.

3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.

4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.

- (vi) This Guarantee shall remain in full force and effect for a period of ___ years from the date of the issuance i.e. up to _____ Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before _____ , all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Hyderabad, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupeesonly)
- (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 SBI 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.

Authorized Official