



**REQUEST FOR PROPOSAL FOR PROCUREMENT, INSTALLATION,
COMMISSIONING AND MAINTENANCE OF DATA CABLING WORK AT
BRANCHES/OFFICES IN CHENNAI CIRCLE**

Ref: SBI: ITSS/LAN/2019-20/29 dated: 06/07/2019

**STATE BANK OF INDIA,
ITSS DEPARTMENT, 9th Floor
LOCAL HEAD OFFICE,
16, College Lane, Nungambakkam,
CHENNAI – 600006.**

A. INTRODUCTION

3.1 Broad Scope of Work :

- 3.1.1 Supply, installation, testing, commissioning and maintenance of Data Cabling at various branches / offices.

3.2 Eligibility Criteria

This tender is restricted to vendors full filling all the eligibility criteria for supply, installation, testing, commissioning and maintenance of Data Cabling work.

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

B. THE RFP

3.4 Documents constituting the Bid

- 3.4.1 The RFPs include:

- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Bid Forms, Price Schedules and other forms (BF)

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

3.5 Clarification / Amendment of RFP

- 3.5.1 Bidder requiring any clarification of the RFP may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates on or before the date indicated in Schedule of Events.
- 3.5.2 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the RFP, if any will be communicated to the Vendors by email.

- 3.5.4 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be communicated to the bidders.
- 3.5.5 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.
- 3.5.6 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment.
- 3.5.7 In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

3.6 Language of Bid

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

3.7 Documents Comprising the Bid

- 3.7.1 Documents comprising the **Technical Proposal Envelope**, should contain following:
 - (a) Rates as per Annexure (Leave Blank the rates column) -5.1.1
 - (b) Labour charges (Leave Blank the rates column) as per - Annexure-5.1.2
 - (c) Rates of OFC as per Annexure (Leave Blank the rates column) -5.1.3
 - (d) Undertaking of Authenticity - Annexure-5.1.4
 - (e) Technical Bid - Annexure-5.2.1
 - (e) SLA & T&C - Annexure-5.3
 - (f) List of offices with complete address with contact details and details of Engineers posted thereat - Annexure-5.5

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

3.7.2 While submitting the Technical Bid, literature on the cabling / hardware if any, should be segregated and kept together in one section / lot.

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

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

3.9 Bid Prices

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

3.9.2 Prices quoted should be exclusive of taxes.

3.9.3 On finalization of the Tender, discussion will be held with the qualified vendors, who have participated in the online submission of rates/ prices and should match the item wise prices/ rates for empanelment of the vendors.

3.11 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

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

3.12 Documentary Evidence Establishing Eligibility of Products and Conformity to RFPs

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

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

3.12.3 The Bidder should quote the prices/ rates for item wise components.

3.14 Period of Validity of Bids

3.14.1 Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.14.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity.

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

3.15 Format and Signing of Bid

3.15.1 Technical Proposal

The **Technical Proposal** should be sealed in NON-WINDOW envelope, superscribed with **“Supply, Installation, Testing, Commissioning and Maintenance of Data Cabling for SBI”** as well as **“Technical Proposal”**.

- 3.15.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- 3.15.3 Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

D. SUBMISSION OF BIDS

3.16 Sealing and Marking of Bids

- 3.16.1 The Bidders' shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid".
- 3.16.2 The envelope shall:
- a) be addressed to the Bank at the address given in Part-I ; and
 - b) bear the Project Name **“Supply, Installation, Testing, Commissioning and Maintenance of Data Cabling for State Bank of India – Chennai Circle”**
- 3.16.3 All envelopes should indicate the name and address of the Bidder on the cover.
- 3.16.4 If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.
- 3.16.6 Deadline for Submission of Bids**
- 3.16.6.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid.
- 3.16.6.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next

working day.

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

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

E. Opening and Evaluation of Bids

3.20 Opening of Technical Bids by the Bank

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

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

3.21 Preliminary Examination

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

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

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

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

3.22 Technical Evaluation

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

3.22.2 Bank will evaluate the technical and functional specification of all the equipment's quoted by the Bidder.

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

3.23 Evaluation of Price Bids and Finalisation

3.23.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be short-listed for commercial evaluation via Online submission of rates conducted by the Bank's authorized eProcurement service provider, details of which are provided in Annexure-5.6

3.23.2 The item wise prices will be used to select L1 Bidder on the basis of evaluation of quoted rates in the online submission of rates.

3.23.3 Arithmetic errors, if any, in the price breakup format will be rectified as under:

- (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
- (c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

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

- (a) Delivery Schedule: The System and/or Services covered under this bid are to be installed and commissioned within the period mentioned in RFP. No credit will be given to early deliveries.



- (b) Quotation of Prices for all Items: The Bidder should quote for complete solution proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete bids.

3.24 Contacting the Bank

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

3.25 Award Criteria

- 3.25.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.
- 3.25.2 The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where equipments are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

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

3.27 Notification of Award

- 3.27.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.
- 3.27.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.



3.29 Signing of Contract:

- 3.29.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

3.30 Miscellaneous

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

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



PART 1: INVITATION TO BID

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

In order to meet the Data Cabling requirements of various branches / offices in **Tamilnadu & Puducherry**, the Bank proposes to invite tenders from established organizations (hereinafter referred to as “Bidder”) to undertake supply, installation, testing, commissioning and maintenance of Data Cabling works as per details listed out in this document.

The vendors must have registered office/s and branch/es in **Tamilnadu & Puducherry** catering to 1303 branches / offices of SBI situated in 6 Zonal Offices, 26 Regional Offices.

Conditions

The vendor must have turnover of minimum 5 Lakhs per annum.

The vendor/ company must be in LAN cabling business at least for the past 5 years in the registered name of the Company.

List of proof of Documents to be submitted by Vendors

The vendor must submit last 3 years ITR as proof of turnover.

The vendor must produce PAN/TAN copy, Copy of incorporation of company, valid GSTN registration certificate etc.

The vendor must submit the list of locations with address and contact details where they have strong presence and the list of Engineers available at each location.

The RFP document will be published in the website of State Bank of India, and the same duly filled in should be submitted to the office of:

**The Assistant General Manager, State Bank of India, ITSS Department,
Local Head Office, 16 College Lane, Nungambakkam, Chennai 600006**

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

SCHEDULE OF EVENTS

RFP Document Availability	RFP will be available in SBI website from 09/07/2019
Last date for requesting clarification	Up to 03.00 p.m. on 24/07/2019 All communications regarding points / queries requiring clarifications shall be given in writing to Assistant General Manager (ITSS) or by e-mail to agmcnc.lhoche@sbi.co.in
Clarifications to queries to be provided	On 24/07/2019
Last date of submission of technical bids	Up to 02.00 p.m. on 24/07/2019
Opening of Technical Bids	03.00 p.m. on 24/07/2019 Authorised representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendor's representatives.
Online Submission of Rates (For Online submission of rates the vendor must have signing and encryption Digital Certificates/ eToken before hand)	10.30 a.m. on 06/08/2019 <OR> On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
Contact Details	
Address for Communication and submission of bid.	The Assistant General Manager State Bank of India ITSS Department Local Head Office 16 College Lane, Nungambakkam Chennai 600006
Telephone	Ph.: 044-2830 8903 9445860013 (AGM ITSS) 9444391920 (AGM C&C) 9445860238 CM (C&C)
All correspondence relating to this RFP should be sent to following email ids	agmcnc.lhoche@sbi.co.in mk.srinivasan@sbi.co.in santhosh.k@sbi.co.in



PART – 2 DISCLAIMER

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

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

PART-3: INSTRUCTIONS FOR BIDDERS (IFB)**TABLE OF CLAUSES**

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3.15	Format & Signing of Bid	3.29	Signing of Contract
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PART – 4 TERMS AND CONDITIONS OF CONTRACT (TCC)

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

- 4.1.1 “The Bank” means State Bank of India, its Associate, Subsidiaries and Joint Ventures located in India.
- 4.1.2 “The Contract” means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.3 “Vendor” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.
- 4.1.4 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 4.1.5 “The Equipment” means all the hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;
- 4.1.6 “The Services” means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;
- 4.1.7 “TCC” means the Terms and Conditions of Contract contained in this section;
- 4.1.8 “The Project” means supply, installation, testing and commissioning of Data Cabling/ software & services with 3 years Warranty.
- 4.1.9 “The Project Site” means various branches / offices of the State Bank of India where the equipment is to be supplied, installed and commissioned.

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

4.2 Use of Contract Documents and Information

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



mance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

4.3. Country of Origin / Eligibility of Goods & Services

- 4.3.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 4.3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.4. Use of Contract Documents and Information

- 4.4.1 The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.4.2 The Vendor shall not, without the Bank’s prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

4.5. Patent Rights

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



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

4.6 Inspection and Quality Control Tests

4.6.1 The Bank reserves the right to carry out pre-shipment factory / godown inspection at by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder's office.

4.6.2 The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:

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



- (g) The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
 - (h) On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Bank.
- 4.6.3 The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- 4.6.4 Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.

4.7 Delivery & Documentation

- 4.7.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- 4.7.2 Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-
- (a) 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
 - (b) Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
 - (c) 2 copies of packing list identifying contents of each package.
 - (d) Insurance Certificate.
 - (e) Manufacturer's / Vendor's warranty certificate.



- 4.7.3 The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.
- 4.7.4 Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered.
- (a) The vendor shall explicitly absolve the Bank of any responsibility / liability for use of 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.
- 4.8 Acceptance Procedure:** On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-5.6) signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.
- 4.9 Insurance :**
- 4.9.1 The insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by the Bank.
- 4.9.2 Should any loss or damage occur, the Vendor shall :
- a) initiate and pursue claim till settlement and
 - b) promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.
- 4.10 Warranty / Uptime / Penalty: As per Annexure-5.3.**
- 4.11 Payment Terms**
- 4.11.1 Payment shall be made in Indian Rupees.
- 4.11.2 For amounts < Rs.2 lakhs per Purchase Order: 100% payment within 15 days of installation, receipt of Invoice & Commissioning Certificate duly signed by the Bank. In cases where delay in installation and commissioning are attributable to the Bank, payment will be released within 15 days of delivery and receipt of invoice. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.

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

a) 90% payment within 15 days of installation, receipt of Invoice & Commissioning Certificate duly signed by the Bank. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.

b) Balance 10% after the expiry of warranty period OR against submission of Bank Guarantee from a Scheduled Commercial Bank other than SBI or its Associate Banks, for an equivalent amount valid for the period of 36 months from the date of acceptance (Annexure-5.4.2).

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

4.12 Prices

4.12.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

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

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

4.13 Change Orders

4.13.1 The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- (a) Method of shipment or packing;
- (b) Place of delivery;
- (c) Quantities to be supplied subject to 50% above or below the originally declared quantities.

4.13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of Vendor's receipt of Bank's change order.



- 4.14 Contract Amendments:** No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.
- 4.15 Assignment:** The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.
- 4.16 Delays in the Vendor's Performance**
- 4.16.1 Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.
- 4.16.2 If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 4.16.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 4.17 Liquidated Damages :** If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in clause 4.16.3 above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.00 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, the Bank may consider termination of the Contract.
- 4.18 Termination for Default**
- 4.18.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:



(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

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

4.19 Force Majeure

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

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

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

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

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

4.22 Resolution of Disputes :

- 4.22.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 4.22.2 If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
- 4.22.3 The dispute resolution mechanism to be applied shall be as follows:
- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.
 - (b) Arbitration proceedings shall be held at **State Bank of India, Local Head Office, Chennai** , and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
 - (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

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

4.24 **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 **Chennai**.

4.25 Addresses for Notices

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



Bank's address for notice purposes:

**The Assistant General Manager, State Bank of India, ITSS Department,
Local Head Office, 16 College Lane, Nungambakkam, Chennai 600006.**

Vendor's address for notice purposes

<To be filled in by the Vendor>

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

4.26 Taxes and Duties

- 4.26.1 The Vendor will be entirely responsible for all applicable taxes like GST, cess, charges, license fees, **road permits**, etc. in connection with delivery of products at site including incidental services and commissioning.
- 4.26.2 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 4.26.3 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.28 Vendor's obligations

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



- 4.28.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- 4.28.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 4.28.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 4.28.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 4.28.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- 4.29 **Patent Rights/Intellectual Property Rights :** In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.
- 4.30 **Right to use defective product:** If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

PART 5: BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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ANNEXURE – 5.1.1
Technical & Functional Specifications

DATA CABLING RATES-2019

<u>DATA CABLING RATES -UNIT RATE ONLY</u>				Rates Ac- ceptable for Bank
S.NO.	DESCRIPTION	UNIT	QTY	UNIT RATE IN Rs.
	SUPPLY OF Branded UTP Cables and other items mentioned in the below table such as DELINK MOLEX;SYSTIMAX;KRONE			P
1	UTP CABLE-CAT6	MTR	1	L
2	24 PORT PATCH/JACK PANEL-CAT 6	No	1	E
3	SMBS WITH SINGLE I/O JACK CAT6	No	1	A
4	MOUNTING CHORD 3 FT (Factory Crimped) CAT6	No	1	S
5	MOUNTING CHORD 7 FT (Factory Crimped) CAT6	No	1	E
6	1" 2MM THICK PVC PIPE (ISI MAKE)	MTR	1	
7	2" 2MM THICK PVC PIPE (ISI MAKE)	MTR	1	L
8	2" 2MM THICK PVC HOSE (ISI MAKE)	MTR	1	E
9	10 PAIR KRONE BOX WITH CONNECTOR	No	1	A
10	50 PAIR KRONE BOX WITH CONNECTOR	No	1	V
11	100 PAIR KRONE BOX WITH CONNECTOR	No	1	E
12	Supply of 9U Rack with Power Strip and FAN – Walrack/ Netrack	No	1	B
13	Supply of 9U Rack with Power Strip and FAN – Walrack/ Netrack	No	1	L
14	Supply of 15 U Rack with Power Strip and FAN – Walrack/ Netrack	No	1	A
15	Supply of 42U Rack with Power Strip and FAN – Walrack/ Netrack	No	1	N
	Taxes	As applica- ble		K

ANNEXURE – 5.1.2**DATA CABLING LABOUR RATES-2019**

<u>DATA CABLING -LABOUR CHARGES UNIT RATE ONLY</u>				Rates Ac- ceptable for Bank
S.NO.	DESCRIPTION	UNIT	QTY	P
1	LAYING OF UTP CABLE	Mtr	1	L
2	LAYING OF 1" PVC	MTR	1	E
3	LAYING OF 2" PVC	MTR	1	A
4	FIXING OF I/O	No	1	S
5	24 PORT PANEL TERMINATION	No	1	E
6	INSTALLATION COMMISSIONING AND TESTING	Per Node	1	
7	RACK INSTALLATION	--	--	L
8	10 PAIR KRONE TERMINATION	--	--	E
9	50 PAIR KRONE TERMINATION	--	--	A
10	100 PAIR KRONE TERMINATION	--	--	V
11	CERTIFICATION CHARGES	Per Node	1	E
12	OUT STATION CHARGES	Per Day	1	B
13	FLOOR CUTTING/CIVIL WORK	Mtr	1	L
14	DIGGING 2 FEET DEPTH AND REFILLING WITH SOFT SOIL	Mtr	1	A
15	ROAD CUTTING 4 FEET DEPTH AND REFILLING WITH CONCRETE	Mtr	1	N
16	WARRANTY FOR PASSIVE COMPONENTS	Yrs	--	K
17	WARRANTY FOR ACTIVE COMPONENTS	Yrs	1 Year	
	SERVICE CHARGES FOR ATTENDING TO FAULTS AFTER 1 year WARRANTY	PER CALL	--	
	Taxes	As applicable		

ANNEXURE – 5.1.3

ANNEXURE – 5.1.3**DATA CABLING RATES- Optic Fibre**

FIBRE CABLING AT BRANCHES –UNIT RATE IN Rs.				Rates Acceptable for Bank
S.NO.	DESCRIPTION	UNIT	QTY	UNIT RATE IN Rs.
	MATERIALS			L
1	FIBRE OUT DOOR ARM. CABLE MULTI MODE 62.5/125 MICRON	MTR	1	E
2	12 PORT LIU WITH ACCESSORIES INCLUDING BLANK PANEL,CONNECTING PANEL,COUPLERS	NO	1	A
3	6 PORT LIU WITH ACCESSORIES INCLUDING BLANK PANEL,CONNECTING PANEL,COUPLERS	NO	1	V
4	SC CONNECTORS	NO	1	E
5	FIBRE PATCH CORD (SC TO SC 10 FEET) Factory Crimped	NO	1	B
6	FIBRE TO UTP CONVERTER 100MBPS(Media Converter)	NO	1	L
7	STAY WIRE G.I 5MM THICK	MTRS	1	A
8	G.I PIPE 1 "" CLASS 8(1.8 mm)/2" HDPE	MTRS	1	N
9	CLAMP	NO	1	K
10	BUFFER TUBING	SETS	1	
11	Taxes as Applicable			

	LABOUR			L
1	FIBRE CABLE LAYING	MTR	1	E
2	G.I 1" PIPE LAYING/2" HDPE	MTR	1	A
3	LIU FIXING CHARGES	NO	1	V
4	CONNECTOR TERMINATION CHARGES	NO	1	E
5	STRAY WIRE WITH CLAMP INSTALLATION	MTR	1	B
6	FIBRE LOSS TESTING	CORE	1	L
7	WARRANTY FOR PASSIVE COMPONENTS	Yrs	--	A
8	WARRANTY FOR ACTIVE COMPONENTS	Yrs	--	N
9	SERVICE CHARGES FOR ATTENDING TO FAULTSAFTER 1 Year WARRANTY	PER CALL	--	K
10	Taxes as Applicable			



ANNEXURE – 5.1.4
Undertaking of Authenticity

To:

(Name and address of Procuring Office)

Sub: Undertaking of Authenticity for Data Cabling Supplies

Ref: RFP No. SBI: ITSS/LAN/2019-20/29 dated: 06/07/2019

With reference to the Data Cabling charges being quoted to you vide our Quotation No:_____ dated _____, we hereby confirm that all the components /parts /assembly / etc. used in Data Cabling to be supplied shall be original new components / parts / assembly / from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

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

4. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised supplier / Reseller / etc.

Dated this day of 201

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of



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

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI: ITSS/LAN/2019-20/29 dated: 06/07/2019

~~~~~

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and maintain the equipment detailed in Annexure-5.1.1, 5.1.2 and 5.1.3 as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period of 6 weeks from date of Purchase Order.

***4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.***

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.



6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

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

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

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

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

### **ANNEXURE – 5.3**

#### **SLA Terms & Conditions** **for Data Cabling & Maintenance Services**

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty for Cabling/ Hardware Components: On site comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be as per the manufacturers.
3. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
  - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.
  - c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.
  - d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.



- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 95% of the time on a 24x7x365 basis.
- f) In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) Any penalty due during the Warranty period will be adjusted against the 10% retention money retained by the Bank. For purpose of calculating penalty, uptime is calculated as under :

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

Total hours during the month = No. of working days x 8

- h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- i) **Preventive maintenance:** The VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
- k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / or malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter



countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

- m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
- 7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
- 8. The VENDOR's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
- 10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
- 11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
- 12. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
- 13. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
- 14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.
- 15. **CONFIDENTIALITY:**
  - 15.1 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.

- 15.2 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.

--@ @ @ @ @--

**ANNEXURE - 5.4**

**List of offices with complete address and contact details and Name of Engineers posted threat**

**Annexure : 5.5**

**DETAILS OF ePROCUREMENT ONLINE SUBMISSION OF RATES**

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>AUCTION TO BE CONDUCTED BY</p> | <p>e-Procurement Technologies Limited<br/>(abcProcure) Head Office:A-201/208, Wall Street - II, Opp. Orient Club,Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006, Gujarat (India)</p> <p>URL <a href="https://sbi.abcprocure.com">https://sbi.abcprocure.com</a></p> <p>Phone Numbers. :<br/>+91-079-68136820/29/31/35 /40/43/52 /53/57 /59/63<br/>Cell Numbers: +91-9081000427<br/>Write to us by e-mail at: support @ abcprocure.com</p> <p><b>For Digital Signature Certificate</b><br/>Phone Nos. 079-68136866 / +91 9687638187<br/>E Mail :- <a href="mailto:jayeshsoman@abcprocure.com">jayeshsoman@abcprocure.com</a> &amp; <a href="mailto:info@abcprocure.com">info@abcprocure.com</a></p> |
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