



**REQUEST FOR PROPOSAL FOR ESTABLISHMENT AND  
MANAGEMENT OF MEGA DOCUMENT ARCHIVAL CENTRE  
(MEGA DAC) AT KHERKI DAULA, NEAR MANESAR,  
GURGAON ON BUILD, OWN AND OPERATE (BOO) BASIS**

**Ref: SBI/LHODEL/BPR-IT/2017-18/02  
Dated 4<sup>th</sup> August 2017**

**The Asstt. General Manager (BPR-IT)  
State Bank of India  
Local Head Office, 4<sup>th</sup> Floor,  
11, Parliament Street,  
NEW DELHI – 110 001**

**Part - I**

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## 1. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as “**SBI/the Bank**” is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices/ Zonal Offices/RBOs/Global Link Services, Global IT Centre, Processing Centres like LCPC, RAC PC, SMECC etc. of State Bank of India and branches/other offices, other subsidiary companies) available at various locations and managed by the Bank. This Request for Proposal (RFP) has been issued by **the Bank** for setting up facility for a Mega Document Archival Centre (Mega DAC) at Kherki Daula, Near Manesar, Gurgaon on Build, Own, and Operate (BOO) basis. The Bank is in possession of an area measuring 25000 sq.ft approximately, on various floors of a building situated at Kherki Daula, Near Manesar, Gurgaon. As per our study, this area can contain approximately 50 thousand cartons of 1.80 cubic feet. The area of the Mega DAC may be increased by the Bank at its discretion to 64000 sq.ft approximately and capacity of cartons will also increase upto 1.50 lacs approximately at the same location covering more floors. Accordingly, the carton capacity will improve on pro-rata basis. Incharge of the Mega DAC will be Bank official and lock & key of Record Management area will be in possession of Bank official only.

ii. In order to meet the Mega DAC requirement, the Bank proposes to invite tenders from eligible vendors to undertake setting up of the Mega DAC facility, as per details/**scope of work** mentioned in **para 4** of this RFP document.

iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in para 5** of this RFP and willing to provide the services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal) on bid format as per **Annexure-A**.

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

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

vi. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for creation and maintenance of Mega DAC and providing various services related thereto to the SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary expertise, capability & experience to provide the proposed services adhering to Bank's requirements outlined in this RFP.

## 2. Disclaimer:

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

## 3. Definitions: In this connection, the following terms shall be interpreted as indicated below:

- i. **"The Bank" or "SBI"** means the **State Bank of India** constituted under the State Bank of India Act 1955, which has invited the bids for establishment and management of Mega DAC from the eligible Vendors.
- ii. **"Bidder"** means an eligible entity/firm submitting the Bid in response to this RFP.

- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1/Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- vi. **“The Contract Price/Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **“The Equipment/Product”** means software / firmware / operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“The Services”** means those services ancillary to the supply of the equipment/product such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.
- ix. **“The Project”** means establishment of a Mega DAC facility at Bank’s premises by the vendor at his own cost on Build, Own, Operate basis and installation, testing and commissioning of various gadgets/computer system and regular maintenance, for the contract period.
- x. **“The Project Site”** means locations where Mega DAC is being established.

#### 4. SCOPE OF WORK:

The Bidder has to establish Mega Document Archival Centre (DAC) at Village Khekri Daula, Near Manesar, Gurgaon at his own cost within **Six** months of signing the agreement. The details of entire infrastructure to be installed at DAC are given in **Annexure-B** and Technical specifications described in **Annexure- K**. The Management and Operation of DAC have to be handled by the Vendor.

The selected Service Provider will have to provide the End to End Record management Solution i.e. Pickup, Bar coding, Storing, retrieval and destruction of Documents / Records of the Bank at Mega Document Archival Center under fully computerized environment on BUILD, OWN and OPERATE (BOO) basis. However, **Incharge of the Mega DAC will be Bank official and lock & key of Record Management area will be in possession of Bank official only.**

The Mega DAC facility with complete infrastructure is required to be created within **6** months from signing the agreement. If the service provider fails to create the same within the given time, the Bank will not allow the materials to be taken away from the Mega DAC site, besides forfeiting the

security deposit/performance guarantee. An affidavit (**Annexure-J**) will be required to be given to this effect.

A brief of services to be provided by the service provider viz-a-viz facilities to be provided by the Bank given in **Annexure-B2**

**Scope of Work would include the following:-**

**Stage I: COLLECTION**

The vendor will visit different branches/offices of the Bank situated in Delhi NCR for collection of records in physical forms, i.e documents, Account Opening forms, vouchers, registers, binders, ledgers, Loan documents etc. for storage at Mega DAC, in a time bound programme.

**INDEXING / CATALOGUING**

The service provider will sort, arrange and catalogue the Bank's records and prepare inventory using bar code technology. Bar codes are to be securely fixed on each carton and its each and every content (files/vouchers/ledgers/binders/registers) to facilitate easy identification, location and retrieval of records and to prevent any loss during storage.

Acknowledgement of the receipt to the concerned branch /office at the time of pickup of the records, giving the identification number of the cartons with description and number of documents/files/vouchers/packets/account opening forms/loan documents, etc. in each box is to be given. Thereafter the vendor will give soft as well as hard copy of the list of inventory. Acknowledgement and the inventory will be signed by the authorized representative of the vendor.

**TRANSPORT**

The service provider will arrange to lift records provided by the Bank under supervision of Bank officer from the Bank's premises by Bidder's own transport facility for storage at storage location. The vendor must comply with local traffic, health and safety and other legislative requirements during transportation.

**STORAGE**

- The storage facility must be equipped with all the infrastructure like e-mail facility, biometric based access door, CCTV, fax machines, photo copier, scanning machines, racking system, periodical pest control, etc.
- It should be ensured that there is no leakage from water pipe sprinklers, mechanical installations, roots, drains, penetrating damp, rising damp or any other source of water ingress.
- Storage facilities must be locked and guarded continuously 24 x 7 basis at the cost of Service Provider.
- No unauthorized personnel will be allowed access to the Bank's records at any time. The Bank will notify in writing (duly signed by the authenticating official of the Bank) to the Service Provider from time to time the name, location and designation of official(s) of the Bank who

are authorized to access such records. Such authorization will be issued by an official authorized by the Bank. The Service Provider is entitled to require proof of authority of the authenticating official. An official who is so authorized shall continue to be so until his/her authorization is revoked. All revocations of such authorization shall also be notified in writing.

- Access to the storage location must be controlled by biometric based electronic access control system and a record kept on register of personnel and material entering and leaving the secured area. CCTV monitoring of the secure area is a minimum requirement.
- Fire detection equipment and system, Fire/smoke alarm system, fire hydrant systems VESDA, automatic powder sprinkler system, in accordance with the relevant local regulations is a minimum requirement. The Service Provider's staff should be adequately trained in handling fire equipments.
- Service Providers are required to use Godrej make racking system or equivalent of any reputed company.
- The storage cartons must be 5 ply dust proof with flaps or a lid forming seal against airborne particles.
- The Service Provider is required to operate the facility of storage of non – current/current records of Bank in accordance with local legislative requirements in respect of health and safety, employment laws, fire safety laws, etc.
- The Bank or its representatives reserve the rights to inspect the storage location to confirm compliance at any time.
- Bank has the right to conduct audit on the service provider whether by its internal or external auditor, agents appointed to act on its behalf and to obtain copies of any audit or review report and findings made on the service provider in conjunction with the services performed for the Bank.
- Due diligence/ KYC/ physical verification of employees of the service provider will be done by the Service Provider and proper record of the same will be maintained. Service Provider will report the Bank about employees joined/ left the company on regular intervals.
- The Service Provider shall ensure that necessary security equipments such as Yard Hydrant System, Fire Extinguishers, smoke detectors, etc. to the satisfaction of the Bank, are installed.

Carton design: 5 ply die-cut bottom minimum Size: 1.5 ft x 1.2 ft x1 ft with corresponding 3 ply die-cut top lid with tuck-in on the top on the width sides – size 1.80 cft.

Board properties: Top minimum 180 GSM 24 BF paper and rest 140 GSM 20 BF.

### **RETRIEVAL OF RECORDS**

The Service Provider will retrieve and deliver the requested cartons, files, vouchers, ledgers, registers and any other documents within below specified TAT upon receipt of a written request in



the form of faxes, e-mails or letters from the authorized officials of the bank. Retrieval shall mean delivery to the bank's premises at different locations.

### **Turn-Around-Time (TAT)**

The Turnaround Time (TAT) for retrieval would be as under:

- Normal request received (from 10 am to 5 pm to be delivered within 24 hours)
- Express requests received (to be delivered within 6 hours)
- Retrieval through fax(to be delivered within 4 hours of the requests made between 10 am to 6 pm)
- Retrieval through e-mail ( to be delivered within 4 hours of the request made between 10 am to 6 pm)
- The TAT for requests received after 5pm and before 10 am shall commence from 10 am after such requests have been received at the storage facility of the Service Provider.

### **Re-filing of retrieved records; -**

1. Before delivering the record to the end user (Bank) the Service Provider needs to give an outward number so that, when it comes back for re-filing, the record is filed in its original folder/box/ carton.
2. The Service Provider will give reminders on the date, if any, mentioned in the retrieval request & subsequent reminders to be given after 7, 14 & 30 days from the first reminder and even if not returned, the Service Provider shall not be bound to give more than 3 reminders
3. The Bank will inform the Service Provider the date of return pick up by the Service Provider of retrieved records by giving two working day's advance notice.
4. The procedure of pick up for retrieved records will be the same as the first time pickup at a carton level.

### **REPORTS**

The Service Provider is required to provide the center wise/ branch wise reports as per Bank's requirement and periodicity, to the designated officer of the Bank.

- Total number and identity of the cartons with size containing records of the Bank being stored.
- Total number and identity of the Bank's cartons/Records retrieved.
- Total number and identity of the Bank's cartons/records returned by the Bank.
- Total number and identity of the Bank's cartons/records destroyed/ permanently retrieved at storage location.
- Number and identity of retrievals per month.

- Number and identity of records branch wise eligible for destruction at a storage location in the beginning of each half year to concerned circle/branch as per bank's record maintenance policy.

#### **RETENTION AND DESTRUCTION OF OLD RECORDS:-**

- The Service Provider will retain and maintain the records as per record maintenance policy of the Bank, as provided by the Bank. The Service Provider shall segregate the records in the beginning of each half year (January/ July), which have outlived the retention period in terms of Records Maintenance Policy of the Bank, a copy of which shall be provided by the Bank to the Service Provider from time to time and inform the concerned branch/office to seek their consent for destruction. No amendment to the Records Maintenance Policy of the Bank will be binding on the Service Provider unless a duly authenticated copy of it is provided to the Service Provider in hard copy, specifying whether the Records Maintenance policy of the Bank is fully or partially substituted.
- The concerned office/branch will inform the Service Provider in writing duly signed by designated authority about the destruction decision of records. Service Provider in turn will provide destruction report.
- The non- current records meant for destruction will be shredded in the presence of authorized officials of Bank. Records, which are not of confidential nature, and may be sold to a chemical furnace or paper mill, for burning or converting into pulp. Amount earned on account of selling record to the paper mill for converting into pulp will be credited to bank's specified account.
- The Service Provider will charge for transport, labour and all other necessary support to dispatch the non-current records to a chemical furnace or paper mill, for burning or converting into pulp as per actual.
- Mode and date of destruction will be recorded in the system, against each relevant item.

#### **ON – LINE ACCESS**

The Service Provider will provide online web based access of their system for inventory details to branches and controlling offices for viewing as well as for making request for retrieval of documents through this system.

#### **IMPROVEMENTS IN PROCESSES**

The vendor will be open to any up-gradation/improvement in the system/processes which will contribute to better Records Management at its sole discretion, under intimation to the Bank.

#### **CAPACITY CREATION**

- (a) The Service Provider would be required to create capacity for 50,000 cartons, initially. The capacity will be required to be ramped up as and when required by the Bank, giving reasonable notice to the Service Provider.
- (b) During the first year of operationalization of the Mega DAC, the Service Provider will be paid for a minimum of 30,000 cartons. After one year of operationalization, the Service Provider will be paid service charges for a minimum of 50,000 cartons.

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| RFP FOR ESTABLISHMENT AND<br>MANAGEMENT OF<br>MEGA DAC AT KHERKI DAULA NEAR<br>MANESAR, GURGAON |  |
|---|--|

## 5. ELIGIBILITY CRITERIA, TECHNICAL & FUNCTIONAL SPECIFICATION:

Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given hereunder. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in **Annexure-C**.

| S. No. | Eligibility Criteria   |
|--------|--|
| 1.     | The Service Provider should be a Government Organization / PSU / PSE / Private / Public Limited Indian Company/ Partnership firm under Indian Laws. The Service Provider shall submit the Certificate of Incorporation/copy of partnership deed along with the Technical Bid in respect of this requirement.   |
| 2.     | In the last three financial years i.e. 2013-14, 2014-15 and 2015-16, the Service Provider should have achieved minimum annual financial turnover of Rs. 3.00 crore from the Document Management services and should have positive net worth in each of the last three financial years. The Service Providers shall submit audited annual accounts of all three years in respect of this requirement.   |
| 3.     | The Service Provider should have minimum 3 years of experience in India of storing/ managing minimum <b>20,000</b> cartons / 2 crore pages from Nationalized Banks /PSU/ Government organizations. Completion certificate to be attached. If any Organization not able to provide the details due to any unavoidable reason, in such case Vendor will submit an affidavit/declaration in this regard with clearly mentioned that Bank will have rights to verify/check the contents state in the Affidavit for such DAC. |
| 4.     | Subcontracting of the work is not permitted. (An affidavit to be furnished in this regard as per Annexure-I)   |
| 5.     | The Service Provider should have E.S.I.C., P.F, and applicable Labour law registration/licences.   |
| 6.     | There should have been no damage to records at any facility due to Fire, Termite or Rain in the past in any DAC belongs to the Bidder. (An affidavit to be furnished in this regard as per Annexure-I)   |
| 7.     | The Bidder should certify that the Source code of the software proposed to be used would be handed over to the Bank at the start of work. (An affidavit to be furnished in this regard as per Annexure-J)  |
| 8.     | Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. (An affidavit to be furnished in this regard as per Annexure-I)   |
| 9.     | Bidder must have minimum ISO 9001:2008 Quality certification, ISO 27001:2013 for data security for IT Services Management, in Bidder's name.   |

**6. Cost of Bid documents:**

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

**7. Clarifications on RFP**

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

**8. Contents of bid documents:**

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to nonconsideration of the proposal.

**9. Earnest Money Deposit (EMD):**

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order drawn in favor of State Bank of India payable at Delhi.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP) which should be strictly on the lines of format placed at **Annexure-E**.
- vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

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

#### 10. Bid Preparation and submission:

- i. The Bid is to be submitted in one sealed envelope. Envelope is to be prominently marked as „Technical Proposal for establishment and management of Mega DAC, at Kherki Daula, Near Manesar, Gurgaon in response to the RFP No. SBI/LHODEL/BPR-IT/2017-18/02 dated 4<sup>th</sup> August 2017 This envelope should contain following documents and properly sealed:
- (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
- (b) Earnest Money Deposit (EMD) as specified in this document.
- (c) A letter on Bidder's letter head: -
  - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
  - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
  - (iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.
  - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
  - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-C**.
- (d) Bidder's details as per **Annexure-F** on Bidder's letter head.
- (e) Licensing details of operating software/firmware.
- (f) Any deviations sought from technical criteria/specifications given in RFP.
- (g) Audited balance sheets and profit and loss account statement for last three years
- (i) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- (j) Detailed explanation of functioning of Hardware/firmware.

ii. **Bidders may please note:**

- a. The Bidder should quote for the entire package on a single responsibility basis for infrastructure / software / services it proposes to supply.
- b. While submitting the Technical Bid, literature, if any, on the infrastructure / hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
- c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- d. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- e. Bank's decision on opening of bids and further processing and finalization of bids irrespective of minimum number of bids received in the tender, will be final and binding.
- f. If deemed necessary the Bank may seek clarifications on any aspect from the Bidder. However that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- g. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- h. The Bidder must provide specific and factual replies to the points raised in the RFP.
- i. 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.
- j. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- k. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- l. All pages of the Bid document shall be properly numbered and bound.
- m. The Bank reserves the right to reject Bids not conforming to above.
- n. The sealed envelope containing the Technical Bid, should be a NON-WINDOW envelope.
- o. All the envelopes shall be addressed to the Bank and delivered at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.



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

**11. Deadline for Submission of Bids:**

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the “**Schedule of Events**”.
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

**12. Modification and Withdrawal of Bids:**

- a. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

**13. Period of Validity of Bids:**

- a. Bids shall remain valid for 180 days from the last date of submission of bid. A Bid valid for a shorter period is liable to be rejected by the Bank as non- responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.



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

#### **14. Bid Security**

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

#### **15. Bidding process/Opening of Technical Bids:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in Toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence

- v. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked at Bank's discretion, to make presentations on the infrastructure facilities, hardware, operating software/firmware proposed to be offered by them.
- vi. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- vii. All bidders should submit only **Technical BID and Price/Commercial BID Format** through **Online Mode**. Complete Technical BID along with supportive documents & list of documents should be submitted manually in the office of AGM (BPR-IT) in a sealed envelope.

**16. Technical Evaluation:**

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product/services. The Bidder will at Bank's discretion, demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the product/services to support all the required functionalities at their cost in their workplace/sites or those at other organizations where similar product/services are in use.
- ii. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.
- iii. Bank will evaluate the technical and functional specifications, including the fulfillment of eligibility criteria as laid down in the RFP (**Annexure-C**)
- iv. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

**17. Evaluation of Price/Commercial Bids and Finalization:**

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. The L1 Bidder will be selected on the basis of the price quoted by the shortlisted bidder as per **Annexure-G**. If there is a discrepancy in the unit price quoted in words and figures, the unit price quoted in words, shall be taken as correct.

**18. Contacting the Bank:**

- i. 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.

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

**19. Award Criteria:**

- i. Bank will notify successful Bidder (L1) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit Non-disclosure Agreement (**Annexure-H**), and Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-E** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or initial deposit/PBG.
- x. Upon notification of award to the L1 Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

**20. Powers to Vary or Omit Work:**

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to

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

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

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

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

**22. Change in Orders:**

- i. 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/location;

- (c) Quantities to be supplied (increase in area for creation of Mega DAC from 25000 sq.ft to 64000 sq.ft.or more) and capacity of cartons will also increase upto aprox 1.50 lacs.

- ii. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Bank's change order.

**23. Contract Amendments:**

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

**24. Bank'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.

**25. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:**

On acceptance of the Bid by the Bank, the Bidder needs to submit the undertaking of authenticity along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction: 'that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the product/services proposed and maintenance thereof during the contract period'.

**26. Performance Bank Guarantee:**

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

## **27. Compliance with IS Security Policy:**

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

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

## **28. PENALTY CLAUSE**

Lifting of non-current records from branches/offices of the Bank (i.e. Collection, Cataloguing, Transport and Storage at DSC), its Retrieval on request and performance of all other Services shall be made by the Service Provider in accordance with the terms and conditions contained in this document. Any delay in performing the obligation by the Service Provider will result in imposition of penalties as under:

### **28.1 Penalties for failure to adhere to the retrieval period**

- Normal Retrieval (within 24 hours of request received) Rs. 100/- per hour or part thereof for delay
- Express Retrieval (within 6 hours of request received) Rs. 200/- per hour or part thereof for delay.
- No payment will be made for Retrieval of faxed copy or through e-mail received after 4 hours from receipt of request by the Service Provider.

**28.2** The Vendor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Vendor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall be no privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Vendor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Vendor and it shall be the sole responsibility and liability of the Vendor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

**28.3** The Vendor should process, for the entire duration of the contact, all licenses and registrations as may be required under any law and shall be responsible to register himself



and obtain a valid license under Contract Labour ( Regulation and Abolition) Act, 1970 and rules there under , if applicable. The Vendor shall comply with all rules and regulation in force under the said Act and rules. The Vendor shall comply with all applicable laws, rules and regulation relating to Provident Fund , Payment of Bonus , Minimum Wages, holiday/Sunday working charges or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

#### **28.4 General Indemnity:**

a) Service provider agrees and hereby keeps the Bank indemnified against all claims, action , loss, damages, reputation loss, costs, expenses, charges, including legal expenses ( Attorney, Advocate fees included ) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Service Provider or any acts Commission/ omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider 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 Service Provider.

b) Service Provider 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 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.

c) The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.

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

- The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
- The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

#### **29. Right to Verification:**

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

**30. Purchase Price:**

- i. Total cost of various services (taking into account costing of infrastructure/hardware equipments/components/ software) with support would be the Total Price to be quoted in commercial Bid as per the format given **(Annexure-G)**.
- ii. The order will be placed for total Cost of services and maintenance for the period of contract.
- iii. The applicable TDS will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.
- v. Prices payable to the Vendor as stated in the Contract shall be increased by 10% after every 5 years.
- vi. 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.

**31. Inspection and Quality Control Tests**

- a) The Bank reserves the right to carry out inspection by a team of Bank officials or as and when needed, demand a demonstration when the DAC is being set-up and thereafter also.
- b) The Vendor shall intimate the Bank before commencing the work of installation of infrastructure at the designated location. Successful conduct and conclusion of installation / operationalization of DAC shall be the sole responsibility of the service provider.
- c) Provided that the Bank may, at its sole discretion, waive inspection of facility of bidder having regard to the value of the order and/or the nature of the work/goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection.
- d) In the event of the product/infrastructure failing to pass the acceptance test by the Bank, 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) Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.



**32. Right to Audit:**

- i). The Selected Bidder (Service Provider) may have to get itself audited by internal / external empanelled Auditors appointed by the Bank / inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- ii) Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii) Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

**33. Subcontracting:**

As per scope of the RFP, subcontracting is prohibited. In view of the confidential and sensitive nature of documents, the sub-contracting will not be permitted under any circumstances. If the vendor is found to be sub-contracting, at any stage, the Bank will cancel the contract and forfeit the Performance Bank Guarantee besides taking other steps, as deemed fit by the Bank.

**34. Insurance:**

- i. All the infrastructure created by the vendor at the site shall have to be insured by the vendor at his cost to cover all the required risks. Bank will obtain insurance for records/documents etc and the building at its own cost.
- ii. Should any loss or damage occur, to vendor's infrastructure, the Vendor shall:
  - a) initiate and pursue claim till settlement and
  - b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

### 35. Validity of Agreement:

The Agreement/SLA will be valid for a period of **ten years (10 Years)** from the date of operationalization of Mega DAC and shall be extended for another 5 years on mutually agreed terms and conditions. Thereafter, further extension by five year each may be undertaken on mutually agreed terms and conditions as and when it falls due.

### 36. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the service for a period of one year subject to a maximum of Rs.50 lakh, besides other actions mentioned in the RFP like forfeiture of equipments, etc. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) When a dispute is settled by the Court of Law in India.
  - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

### 37. Confidentiality:

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

a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

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

### **38. Delay in the Vendor's Performance:**

i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within three months of signing of agreement. ii. Any delay in performing the obligation/ defect in performance by the vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

- iii) In case the vendor is not able to establish and operationalize the DAC within given timeline and/or the vendor's services are not found to the satisfaction of the Bank after establishment of DAC, the Bank will have right to take appropriate steps as per this document including forfeiture of materials already installed.

### **39. Vendor's obligations:**

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same wherever needed.
- iii. 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 from time to time and complete implementation activities.
- iv. The Vendor will abide by the job safety measures prevalent in India and will free the Bank 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.
- v. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- vi. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under „Non-Disclosure Agreement“ in **Annexure-H** of this document.

### **40. Technical Documentation:**

- i. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned

documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

#### **41. Patent Rights/Intellectual Property Rights:**

- i. For any licensed software/firmware used by the finally selected L1/ Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of „Product" and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefor, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

#### **42. Liquidated Damages:**

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ 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, deduct from the Contract Price, as liquidated damages mentioned at Part II (Schedule of Events, SI No 16). Once the maximum deduction is reached, the Bank may consider termination of the Contract.

#### **43. Conflict of Interest:**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that

may be available to the Bank under the bidding documents and/ or the Concession Agreement or otherwise.

#### 44. Fraud & Corrupt Practices:

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

ii. Without prejudice to the rights of the Bank under Clause 48(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be. iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

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

#### 45. Termination :

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
  - a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; 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 and/or products; or
  - e. Violations of terms and conditions stipulated in this RFP.
  - f. For convenience or in the interest of the Bank.
- ii. 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, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any

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

- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ 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.
- iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

#### **46. Force Majeure:**

i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure. iii. If a Force Majeure situation arises, 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.

#### **47. 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 insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **48. Disputes/Arbitration [applicable in case of successful Bidder only]:**

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof



shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

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

**49. Governing Language:**

The governing language shall be English.

**50. Applicable Law:**

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

**51. Taxes and Duties:**

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of GST/CST/VAT, Service Tax. The quoted price shall include all other taxes and levies, as also cost of incidental services such as transportation, road permits, insurance etc.
- c. Prices payable to the Vendor as stated in the Contract shall be increased by 10% after every 5 years. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- d. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- e. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

**52. Tax deduction at Source:**

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

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

**53. Right to use defective product:**

If after delivery, acceptance and installation and within the warranty period, the operation or use of the product/services is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product/services until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

**54. Notices:**

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

**55. Technical Specification :**

Please refer **Annex. "K"** for more clarification of technical specification,



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| RFP FOR ESTABLISHMENT AND<br>MANAGEMENT OF<br>MEGA DAC AT KHERKI DAULA NEAR<br>MANESAR, GURGAON |  |
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## PART - II

| SCHEDULE OF EVENTS |  |  |
|--------------------|--|--|
| SI No              | Particulars  | Remarks  |
| 1.                 | Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP) | BPR-IT Department,<br>4 <sup>th</sup> Floor, State Bank of India,<br>Local Head Office,<br>11, Parliament Street, New Delhi-110001.<br>Email : <a href="mailto:agmbpr.lhodel@sbi.co.in">agmbpr.lhodel@sbi.co.in</a><br>Phone : 011-23407175/76/78  |
| 2.                 | Bid Document Availability including changes/amendments, if any to be issued  | RFP may be downloaded from Bank's website <a href="https://bank.sbi">https://bank.sbi</a> / <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> in Important links >Procurement news or SBI e-tender portal <a href="http://www.tenderwizard.com/SBIETENDER">www.tenderwizard.com/SBIETENDER</a> from <b>16.08.2017</b> to <b>04.09.2017</b> . |
| 3.                 | Last date for requesting clarifications on the RFP   | Upto 03:00 PM on <b>24.08.2017</b> All communications regarding points / queries requiring clarifications shall be given over mail to above e-mail ID and/or through written communication to be delivered to the address at point No. 6 below by the given time.  |
| 4.                 | Clarifications to queries raised at pre-Bid stage will be provided by the Bank.  | <b>28.08.2017</b> (will be uploaded on Bank's site)  |
| 5.                 | Last date and time for Bid submission (Online)   | 05:30 PM on <b>04.09.2017</b>  |
| 6.                 | Last date of Receipt of Technical BID (sealed envelope)  | 05:30 PM on <b>04.09.2017</b>  |
| 7.                 | For any details contact  | The Asstt. General Manager (BPR-IT)<br>4 <sup>th</sup> Floor ,State Bank of India ,<br>Local Head Office,<br>11, Parliament Street, New Delhi-110001<br>Email id: <a href="mailto:agmbpr.lhodel@sbi.co.in">agmbpr.lhodel@sbi.co.in</a><br>Phone : 011-23407175/76  |

|     |  |  |
|-----|--|--|
| 8.  | For E-Tender related queries                           | <b><u>Service provider:</u></b><br>M/s Antares Systems Limited,<br>Registered Office at: - #24, Sudha<br>Complex, 3rd Stage, 4th Block,<br>Bangalore – 560079.<br>Ph: - 080-49352000 / 40482000<br>Fax: - 080-49352034   |
| 9.  |  | <b><u>Help Desk:</u></b><br>Contact Person: Mr. Hemant<br>Shrivastava / Mr. Vinod Singh<br>Mobile no.<br>8208626379/7768951084/ 9718227288<br>(On working days-9 hours–18 hours)<br>e-mail: <a href="mailto:hemant.ps@antaressystems.com">hemant.ps@antaressystems.com</a> /<br><a href="mailto:vinodsingh.b@antaressystems.com">vinodsingh.b@antaressystems.com</a>   |
| 10. | Date and Time of opening of<br>Technical Bids (online) | 11:00 AM on <b>05.09.2017</b> , Authorized<br>representatives of vendors may be present<br>during opening of the Technical Bids.<br>However, Technical Bids would be opened<br>even in the absence of any or all of the<br>vendor representatives.   |
| 11. | Opening of Price/ Commercial Bids<br>(online)          | 04:00 pm on <b>08.09.2017</b> which will be<br>communicated to such Bidders who qualify<br>in the Technical Bid.   |
| 12. | Earnest Money Deposit                                  | <b>Rs.10.00 lakhs</b><br>To be submitted in the form of Bank<br>Draft/Payment Order drawn in favour of<br>State Bank of India and payable at Delhi<br>before the date of tender (Technical Bid)<br>opening. In case the EMD is not received<br>within the aforesaid period, the bid will be out<br>rightly rejected.<br><br>Note: Scan copy of Demand Draft must<br>be uploaded in e-tender website along<br>with technical bid. |
| 13. | Initial Deposit  | <b>Rs. 10.00 lakhs</b> by way of DD/Payment<br>Order in favour of State Bank of India,<br>payable at Delhi (This will be in addition to<br>EMD of Rs. 10.00 lakh and shall be required<br>to be furnished by the L-1 bidder within 3<br>days of intimation of L-1 status).   |

|     |   |   |
|-----|---|---|
| 14. | Performance Bank Guarantee                      | <b>Rs. 50.00 lakh (Rupees Fifty Lakh only)</b><br><br>Valid for 12 + 3 months from the date of Handing over and extendable each year till validity of contract.<br>On submission of Bank Guarantee, the EMD and Initial Deposit will be returned to L-1 bidder. |
|     | Price validity from the date of price discovery | 90 days   |
| 15. | Delivery schedule                               | Facility to be created and operationalised within six months from the date of signing   |
| 16. |   | of agreement. (An affidavit as in <b>AnnexureJ</b> is to be submitted in this regard)   |
| 17. | Terms of payment                                | Invoices to be raised every month for the previous month. Payment to be made by the Bank within 15 days of receipt of invoices.   |
| 18. | Delivery locations                              | a) For communication/Invoices:-<br><br>The Asstt. General Manager (BPR-IT) State Bank of India , Local Head Office, 11, Parliament Street, New Delhi-110001.<br><br>b) For setting up/maintenance of MEGA DAC facility at Kherki Daula, Near Manesar Gurgaon..  |
| 19. | Liquidated damages                              | Equivalent to cost of DMS services for a period one year subject to a maximum of <b>Rs. 50 Lakhs.</b>   |

## ANNEXURES

| Annexure            | Index  |
|---------------------|--|
| <b>Annexure -A</b>  | Bid form   |
| <b>Annexure –B</b>  | Details of Infrastructure facilities to be installed   |
| <b>Annexure –B1</b> | Specification of Heavy Duty Racking  |
| <b>Annexure –B2</b> | Brief of services to be provided by the service provider viz-a-viz facilities to be provided by the Bank |
| <b>Annexure –C</b>  | Bidder's Eligibility criteria  |
| <b>Annexure –D</b>  | Format for seeking clarifications on RFP   |
| <b>Annexure –E</b>  | Format for submission of Performance Bank Guarantee  |
| <b>Annexure -F</b>  | Bidder details   |
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| <b>Annexure –H</b>  | Non-disclosure Agreement   |
| <b>Annexure –I</b>  | Affidavit  |
| <b>Annexure –J</b>  | Affidavit  |
| <b>Annexure-K</b>   | Technical Specification  |

**Annexure-A**

**BID FORM (TECHNICAL BID)**

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

Date:-\_\_\_\_\_

To,  
The Asstt. General Manager (BPR-IT),  
4<sup>th</sup> Floor , State Bank of India,  
Local Head Office,  
11, Parliament Street,  
New Delhi-110001.

Dear Sir,

**Ref: RFP No. SBI/LHODEL/BPR-IT/2017-18/02 dated 4<sup>th</sup> August 2017**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to create Mega Document Archival Centre (Mega DAC) as detailed in this RFP.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Commercial Bid submitted by us has been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The Commercial Bid submitted by us has not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- The rate quoted in the Commercial Bid is as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to operationalize the Mega DAC within a period of three months, as specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of various Annexure of this document and the rates quoted therein for the order to be 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 undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. The commercial bidding process will be finalized by the Bank based on the parameters given in the bid and Bank's decision in this regard will be final and binding on us.
16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

Dated this ..... day of ..... 201 (*Signature*) (*Name*) (*In the capacity of*)

Duly authorised to sign Bid for and on behalf of  
**Seal of the company.**

## Annexure-B

### Details of Infrastructure facilities to be installed

| Sl. No. | Components   |
|---------|--|
| 1.      | Heavy Duty Racks – Godrej Make or equivalent – Detailed in Annexure-B1   |
| 2.      | CCTV Surveillance Cameras with recording facility with DVRs & Hard Disc  |
| 3.      | Smoke Detectors  |
| 4.      | Fire Fighting Equipments, VESDA, Automatic power sprinkler, Fire/Smoke Alarm Panel, Fire hydrant/hooters, Sand Buckets |
| 5.      | Manual Call Point  |
| 6.      | GSM Auto Dialer  |
| 7.      | Bio metric Access Control  |
| 8.      | Metal Detector   |
| 9.      | PA System – Megaphone  |
| 10.     | Digital Indicators – Temperature & Humidity  |
| 11.     | Bar Code Scanner – PDT (Honeywell 5100)  |
| 12.     | Bar Code Scanner – GSM Type (Honeywell 5145)   |
| 13.     | UPS – 7.5 KVA  |
| 14.     | Batteries & Rack   |
| 15.     | Visitors Gate Pass System  |
| 16.     | Pest Control at regular intervals  |
| 17.     | Ladders  |
| 18.     | Trolley  |
| 19.     | Computer & Server with RMS Software  |
| 20.     | Printer (all in one)   |
| 21.     | Printer for Security post  |
| 22.     | Internet connections   |
| 23.     | Signage  |
| 24.     | First Aid Box  |
| 25.     | Computer Chair and Table   |
| 26.     | Metal Perforated 3 Seater grouped chairs for visitors  |
| 27.     | Air-conditioned conference Room, Office Room with work stations, Executive Cabin                                       |

1. Routine maintenance of all electrical in the building, provided by the Bank, will be done by the Vendor.
2. AMC/maintenance of all infrastructure created by the Vendor will be done by Vendor at his cost.
3. All fire safety arrangements should be carried out as per National Building Code (NBC) for storage building such as warehouse etc.
4. Intelligent addressable type fire detection alarm system should be installed.
5. Yard hydrant system with discharge capacity of 2250 lpm with appropriate capacity of under water tank as per NBC should be installed. (Fire pump should be electrical driven and diesel driven).
6. The equipments need to be of reputed make with ISI or BIS certification wherever applicable.
7. Adequate no. of CCTV Cameras will be required to be installed to cover the entire area of Mega DAC, including Entry & Exit points with recording capacity of minimum 90 Days.
8. Size of carton used in the DAC would be 1.5'x1.2'x1 (1.8qft) , with corresponding 3 ply die-cut top lid with tuck-in on the top on the width side. Minimum 180 GSM 24 BF paper and rest 140 GSM 20 BF.

Signature

Seal of Company



## Annexure-B1

### Specifications for Heavy Duty Racking

Load bearing members of the racking system are to be made out of high strength HR steel having properties equivalent to grades specified by IS 5986:2002 / IS 2062:2006

The different types of material to be used for load bearing and uprights are:

| Steel type  | Minimum guaranteed yield strength | Equivalent international standard                         |
|---|-----------------------------------|---|
| IS: 5986 - Fe 510 /Equivalent (or)<br>IS:2062 - E 350 / Equivalent  | 355 MPa                           | JIS 3101: SS 490 EN 10025 : S<br>355 JR DIN 17100 : St 52 |
| IS: 5986 - Fe 410 / Equivalent (or)<br>IS:2062 - E 250 / Equivalent | 255 MPa                           | JIS 3101: SS 400 EN 10025 : S<br>235 JR DIN 17100 : St 42 |
| IS:3601 – 2006 / Equivalent<br>IS:4923 – 1997 / Equivalent          | 210 Mpa                           |   |
| IS :513 – 2008 / Equivalent   | 210 Mpa                           | JIS 3141  |
|   | 355 MPa                           | ASTM A 653 M SS<br>GRADE 50                               |
|   | 255 MPa                           | ASTM A 653 M SS GRADE 37                                  |
| IS 277'D'   | 210 Mpa                           |   |

In addition to high strength, the raw material to be used for structural load bearing Members should posse's adequate ductility, to ensure toughness. The material also has the necessary impact strength for cold room applications up to -30 deg C.

### Specifications of Uprights

|                      |       |
|----------------------|-------|
| <b>Upright type</b>  | GXL90 |
| <b>Profile</b>       | Omega |
| <b>Profile width</b> | 90mm  |

|                           |                 |
|---------------------------|-----------------|
| <b>Profile depth</b>      | 70mm            |
| <b>Beam adjustability</b> | 50mm            |
| <b>Material Quality</b>   | Min Ys= 355 Mpa |
| <b>Mfg process</b>        | Roll forming    |
| <b>Finish</b>             | Powder coated   |

### Specifications of Stiffeners

|                        |                |
|------------------------|----------------|
| <b>Type of profile</b> | Channel        |
| <b>Profile section</b> | 35 x 59 x 35mm |
| <b>No of bends</b>     | 2nos           |
| <b>Mfg process</b>     | Press forming  |
| <b>Connectivity</b>    | Bolted         |
| <b>No of fasteners</b> | 4 no of M10x75 |
| <b>Surface finish</b>  | Powder coated  |

## Annexure-B2

### **BRIEF OF SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER viz-a-viz FACILITIES TO BE PROVIDED BY THE BANK**

|    | By LANDLORD   | By BANK                          | By SERVICE PROVIDER   |
|----|---|----------------------------------|---|
| 1  | —   | Rental of Premises               | —   |
| 2  | Periodic<br>Maintenance like<br>painting / minor<br>maintenance | —                                | —   |
| 3  | —   | —                                | Operation of lift   |
| 4  | Maintenance of<br>lift  | —                                | AMC of lift   |
| 5  | —   | —                                | Fire operation with all equipments  |
| 6  | D.G.Set<br>maintenance<br>(Major fault<br>only)                 | —                                | D.G.Set operation including fuel and AMC                                    |
| 7  | —   | —                                | Routine cleaning sweeping dusting etc.                                      |
| 8  | —   | —                                | Disposal of Garbage   |
| 9  | —   | —                                | Electric equipment: routine maintenance and upkeep                          |
| 10 | —   | Electricity and<br>water charges | —   |
| 11 | —   | —                                | Watch and ward of the premises  |
| 12 | —   | —                                | Sorting and picking of documents from Branches                              |
| 13 | —   | —                                | Transportation of documents from CPCs/offices to DAC                        |
| 14 | —   | —                                | Unloading of documents  |
| 15 | —   | —                                | Bar coding of the documents   |
| 16 | —   | —                                | Arranging of documents in the boxes and keeping in the<br>racks             |
| 17 | —   | —                                | Retrieving of the documents and handing over to the Bank's<br>Nodal officer |
| 18 | —   | —                                | Facilitating to Auditors for retrieval of documents                         |
| 19 | —   | —                                | Destruction of old records as per Bank's policy.                            |


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| RFP FOR ESTABLISHMENT AND<br>MANAGEMENT OF<br>MEGA DAC AT KHERKI DAULA NEAR<br>MANESAR, GURGAON |  |
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## Annexure-C

### Bidder's Eligibility Criteria

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

| S.No. | Eligibility Criteria   | Compliance (Yes/No) | Documents to be Submitted with the Bid  |
|-------|--|---------------------|---|
| 1.    | The Service Provider should be a Government Organization / PSU / PSE / Private / Public Limited Indian Company/ Partnership firms under Indian Laws. The Service Provider shall submit the Certificate of Incorporation along with the Technical Bid in respect of this requirement. |                     | Copy of the Partnership deed/Bye Laws/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |
| 2.    | In the last three financial years i.e. 2013-14, 2014-15 and 2015-16, the Service Provider should have achieved minimum annual financial turnover of 3 crore from the Document Management service and should have positive net worth in each of the last three financial years.       |                     | Copy of the audited annual accounts for preceding three years.  |
| 3.    | The Service Provider should have minimum 3 years of experience in India of storing/ managing minimum 20,000 cartons/2 crore pages from Nationalized Banks /PSU/ Government organizations.  |                     | Copy of the order and Certificate of completion of the work.  |
| 4.    | Subcontracting the work is not permitted.  |                     | Affidavit as per <b>Annexure I</b>  |
| 5.    | The Service Provider should have E.S.I.C., P.F, and Labour Department registration.  |                     | Photocopies of valid registrations and license should be furnished with the Technical Bid.  |
| 6.    | There should have been no damage to records at any facility due to Fire, Termite or Rain in the past.  |                     | Affidavit as per Annexure-I   |
| 7.    | Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority.   |                     | Affidavit as per Annexure-I   |

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| RFP FOR ESTABLISHMENT AND<br>MANAGEMENT OF<br>MEGA DAC AT KHERKI DAULA NEAR<br>MANESAR, GURGAON |  |
|---|--|

|            |   |  |  |
|------------|---|--|--|
| <b>8.</b>  | The Bidder should certify that the Source Code of the software proposed to be used would be handed over to the Banks at the start of work |  | An affidavit submitted as per Annexure-J           |
| <b>9.</b>  | Bidder must have ISO 9001-2008 Quality certification, ISO 27001:2013 for Data security for IT Service Management in bidder's name.        |  | Copies of certificates to be enclosed with the bid |
| <b>10.</b> | Earnest Money Deposit (Rs.10.00 Lakhs)  |  | Draft /Banker Cheque copy enclosed                 |

Signature

Seal of Company

## Annexure-D

**Format for seeking Queries on RFP**  
**(To be provided strictly in Excel Format)**

| Name of Vendor | Sl. No. | RFP Page No. | RFP Clause No. | Text of the existing Clause | Queries /Suggestions |
|----------------|---------|--------------|----------------|-----------------------------|----------------------|
|                |         |              |                |                             |                      |
|                |         |              |                |                             |                      |
|                |         |              |                |                             |                      |
|                |         |              |                |                             |                      |
|                |         |              |                |                             |                      |

Signature

Seal of Company

**ANNEXURE-E**

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at

.....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at-----**(procuring office address)**, hereinafter referred to as "**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 **—ServicesII**) to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

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/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 Delhi, 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...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if 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.**

**Authorised official**

**Details of the Bidder**

| <b>Sr. no.</b> | <b>Particulars</b>   | <b>Details</b> |
|----------------|--|----------------|
| 1.             | Name   |                |
| 2.             | Date of Incorporation and / or commencement of business  |                |
| 3.             | Certificate of incorporation   |                |
| 4.             | Brief description of the Bidder including details of its main line of business   |                |
| 5.             | Company website URL  |                |
| 6.             | Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> <li>a. Name</li> <li>b. Designation</li> <li>c. Address</li> <li>d. Phone Number (Landline)</li> <li>e. Mobile Number</li> <li>f. Fax Number</li> <li>g. Email Address</li> </ul> |                |

Signature

Seal of Company

**Annexure-G**

**Commercial Bid Format**

| Sr. No. | Description  | Unit Rate (INR) per carton per month |
|---------|--|--------------------------------------|
| 1.      | <p><b>Recurring cost per Carton per Month :</b></p> <p>The bidder has to give a single rate taking into consideration all the Costs towards operation of Mega DAC, including the following :</p> <ul style="list-style-type: none"> <li>• All kinds of expenses incurred by the bidder for creating infrastructure for Mega DAC as per the RFP</li> <li>• Cartons</li> <li>• Record collection from all branches /offices in Delhi NCR without restriction on distance</li> <li>• Sorting &amp; segregation of records</li> <li>• Inventorisation of records</li> <li>• Bar cording at documents level</li> <li>• Barcoding at Carton level</li> <li>• Packing of records /cartons</li> <li>• Shifting of documents / cartons to Mega DAC</li> <li>• Database creation</li> <li>• Cost of storage of documents in bar coded corrugated cartons of laid down Specifications</li> <li>• Providing of and implementation of Record Management Software</li> <li>• Retrieval costs without any limit on retrievals</li> <li>• Costs towards Express Retrievals and Emergency retrievals without any limit</li> <li>• All kinds of Maintenance costs of all kinds of infrastructure created including electricals, gadgets, equipments, systems, etc. and insurance thereof</li> <li>• Cost of manpower deployed at the Mega DAC</li> <li>• Updation of softwares</li> <li>• Cost of stationery</li> <li>• Replacement cost of damaged cartons at the Mega DAC or during retrievals</li> <li>• Operations / maintenance of lift</li> <li>• AMC of all infrastructure and equipments installed by the Bidder</li> <li>• Regular Pest Control</li> <li>• Destruction of old records as per Bank's policy</li> <li>• Operation and maintenance of DG set with fuel cost and AMC</li> </ul> |                                      |
| 2.      | <b>Rupees (in words).....</b>  |                                      |

**\*The above rate is excluding GST and other applicable Govt. taxes.**

Signature

Seal of Company

**ANNEXURE-H**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Delhi between:

State Bank of India constituted under the Act, \_\_\_\_\_ having its Corporate Centre at Mumbai and one of the Local Head Office at 11, Parliament Street, New Delhi-110001 (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

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

And

Whereas

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

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

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

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

Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

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

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents.

## 2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- (1) the statutory auditors of the Bank and
  - (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided

hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

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

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

### 4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or



advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all

Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_ day of \_\_\_\_ 2017 at \_\_\_\_  
(month) (place)

For and on behalf of

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

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

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

**ANNEXURE-I**

**AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED**

I, \_\_\_\_\_ sole proprietor/partner/authorized signatory of  
M/s. \_\_\_\_\_ public / private limited company,  
having its registered office at.....(Full Address) do hereby solemnly affirm  
and declare as under:-

1. That our company is not blacklisted by any Bank/ State Government / Central Government / Financial institution, etc.
2. That our company has never been convicted or have any cases pending in the court of Law against by any Bank/ State Government / Central Government / Financial institution.
3. That our company has never defaulted in execution of any contract / order of Bank / State Government / Central Government / Financial institution or has no suit for recovery ever filed by any govt. organization against us for violation of terms and conditions.
4. I / we hereby declare that our Company \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
5. I / We further declare that there have been no damage to records at any of our facility due to Fire or rain water or Termite in past.
6. That our company has never returned back any contract/order unexecuted.
7. That no Bank/ customer of our company is dissatisfied with the Services provided by us and our services are found to be satisfactory by all the banks /customers.
8. That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

(Signature of the Authorised Signatory/Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at ..... on.....that the contents of Paras 1 to 8 of this  
affidavit are true and correct and no part of this is false and nothing material has been  
concealed or falsely stated therein.

(Signature of the Authorised Signatory /Proprietor/ Managing Partner/Director with Seal )

DEPONENT

(Signature & Seal of Notary)

**Annexure-J**

**AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED**

I, \_\_\_\_\_ sole proprietor/partner/authorized signatory of  
M/s. \_\_\_\_\_ public / private limited company,  
having its registered office at.....(Full Address) do hereby solemnly affirm  
and declare as under:-

1. That in case of our inability to complete the set up of Mega DAC facility/default in our services subsequent to set up of Mega DAC facility as per RFP, we will not be authorized to remove any of the materials/infrastructure created by us at Bank's site and the Bank will have right to forfeit the same, besides other action as per terms of RFP documents.
2. That we undertake to provide the source code to the Bank for the software to be used for RMS/DMS activities at the time of operationalization of Mega DAC.

(Signature of the Authorised Signatory/Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at ..... on.....that the contents of Paras 1 to 8 of this  
affidavit are true and correct and no part of this is false and nothing material has been  
concealed or falsely stated therein.

(Signature of the Authorised Signatory /Proprietor/ Managing Partner/Director with Seal )


DEPONENT

(Signature & Seal of Notary)

**Annexure : K**

**Technical Specifications :**

| <b>S.No.</b> | <b>Particulars</b>   | <b>Specification/Make</b>  |
|--------------|--|--|
| 1            | Whether Service Provider has the space for Godown or not ? If Yes, please submit list of locations with area of godown.<br>(Please refer Annexure 1) | Not applicable   |
| 2            | Access Door  | Adminshan Engineers 2006 with two to three levels of security checks<br>OR<br>Equivalent to any reputed company            |
| 3            | CCTV (Closed circuit camera/TV)  | Should capture any movement in surrounding of DSC and having recording facility of any reputed company                     |
| 4            | Heavy duty high speed All-in-one (Printers/Copier/Scanner/Fax)   | HP Compaq/EPSON<br>OR<br>Equivalent to any reputed company   |
| 5            | Racking System   | Godrej/Pilco make<br>OR<br>Equivalent to any reputed company   |
| 6            | Media Centre   | HCL/HP having high colour system with software & HDD capacity<br>OR<br>Equivalent to any reputed company                   |
| 7            | Fire Panel   | Ajex Fire Control 2007<br>OR<br>Equivalent to any reputed company  |
| 8            | Fire Extinguisher  | Ajex Fire Control/Multiplex Duckets 2007<br>OR<br>Equivalent to any reputed company  |
| 9            | Humidifier Indicator   | Any reputed company  |
| 10           | Software + System  | O'Neil software + PDT system, barcode symbol<br>OR<br>Any other software + system compatible for record management system. |
| 11           | Cartons  | Size 1.5' x 1.2' x 1' = 1.80 cft (5 ply)   |
|              | <b>Hardware</b>  |  |
| 12           | Web based Access Server set up in Data System  | HP<br>OR<br>Equivalent to any reputed company  |
| 13           | Firewall box (Cisco)   | Cisco<br>OR<br>Equivalent to any reputed company   |

|   |  |
|---|--|
| RFP FOR ESTABLISHMENT AND<br>MANAGEMENT OF<br>MEGA DAC AT KHERKI DAULA NEAR<br>MANESAR, GURGAON |  |
|---|--|

|    |   |   |
|----|---|---|
| 14 | Lease line<br>connection/Router/Switching hub   | Sify<br>OR<br>Equivalent to any reputed company                           |
| 15 | LAN/Local Server                                | Window XP<br>OR<br>Equivalent to any reputed company                      |
| 16 | UPS   | 5 KVA to 25 KVA (depending upon requirement<br>at DSC)                    |
| 17 | Local Workstations                              | Pentium IV 3.0 GHz or above with 915 chipset,<br>512 KB cache, 1 GB SDRAM |
| 18 | Modem   | D-Link/Motorola<br>OR<br>Equivalent to any reputed company                |
|    | <b>Miscellaneous</b>                            |   |
| 19 | Stationery (work order form/office<br>supplies) | Any reputed company   |
| 20 | Furniture (Desk/Chairs etc.)                    | Godrej<br>OR<br>Equivalent to any reputed company                         |
| 21 | Telephone/Mobile Phone                          | BSNL/MTNL/Reliance<br>OR<br>Equivalent to any reputed company             |
| 22 | Radio/Walkie Talkies                            | Motorola<br>OR<br>Equivalent to any reputed company                       |
| 23 | Shedder/destruction equipment                   | Methodex<br>OR<br>Equivalent to any reputed company                       |
| 24 | Pest Control System                             | Available   |
| 25 | Manpower availability                           | Adequate  |