



REQUEST FOR PROPOSAL
FOR
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF TECHNOLOGY, SOFTWARE AND INTERIOR FITOUT WORKS
FOR SETTING UP
SBI INNOVATION CENTRE

Ref: SBI/GITC/Innovation Center/2017/2018/414
dated: 22/08/2017

Collaborative Innovation Centre
SBI Global IT Centre
Sector 11, CBD Belapur
Navi Mumbai, Maharashtra
Contact – head.sbicc@sbi.co.in, cic.team@sbi.co.in



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1. Bid Details:

Particulars	Details
Place of opening of Bids	SBI Global IT Centre Sector 11, CBD Belapur, Navi Mumbai, Maharashtra
Address for communication (Bank)	Head, Collaborative Innovation Centre SBI Global IT Centre, 1st Floor, Sector 11, CBD Belapur, Navi Mumbai, Maharashtra Contact – head.sbctic@sbi.co.in , cic.team@sbi.co.in
Bid Security (EMD)	INR 15 lakhs. Validity period from the date of bid opening – Six months. Further details as specified under clause 35.
Bid Participation fees	INR 10000 Non-refundable, by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India.
Bidder Contact Details (Bidder will provide information in the format mentioned in next column)	1. Name of the Company 2. Contact Person 3. Mailing address with Pin Code 4. Telephone number and Fax Number 5. Mobile Number 6. Email ID
Amount of liquidated damage	0.5% per week or part thereof up to a maximum of 5% of contract value for failing to achieve the milestones both intermediate and final, as mutually agreed
Performance Bank Guarantee	Bank Guarantee for 5% of Contract Value within 7 days of issue of Agreement, and shall be valid up to the period of 36 months and such other extended period as the Bank may decide for due fulfillment of the project obligations
Price validity from the date of price discovery	180 days from the date of reverse auction.
Contact details of agency appointed for conducting Reverse Auction	e-Procurement Technologies Pvt. Ltd. (abcprocure.com) B-705, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- 91 - 079 - 4001 6860 / 6861 / 079 - 4001 6863 / 6864 / 6877 Fax:- 91 - 079 - 4001 6876
Timeline for handing over the complete possession of premises	120 Days from date of agreement on the Final agreed BOQ and terms.
Terms of payment	Refer Terms and Conditions clause 45 - Terms of Payment
Project Site	SBI Global IT Centre Sector 11, CBD Belapur Navi Mumbai, Maharashtra

2. Schedule of events:

Events	Date	Remarks
Date of commencement of Bidding process	22 nd August 2017	
Last date and time for receipt of written queries for clarification from bidders	1 st September 2017	Any queries received by the Bank after this date will not be entertained.
Site survey by the Bidders	3 rd September 2017, 10:00 Hrs to 13:00 Hrs	<p>Bidder to inform the Bank on email with following details:</p> <ol style="list-style-type: none"> 1. Name of visitor 2. Company name 3. Any electronic device (laptop/ datacard/ any other device) <p>Only 1 visitor will be allowed and the Bidder has to inform the Bank by 01st September, 13:00 Hrs on the contact email ids given in this document.</p>
Pre-Bid Meeting	6 th September 2017, 16:00 Hrs SBI Global IT Centre Sector 11, CBD Belapur, Navi Mumbai, Maharashtra	The Bank may, at its sole discretion, organize a pre bid meeting, to resolve any queries, bidders may have. Any further information will be provided to all bidders by the Bank as a corrigendum. Any clarification on queries raised by the bidder in case of Limited Tender Enquiry (LTE) or Open Tender Enquiry (OTE) will be provided to the bidders.
Last Date and Time for Bid Submission	14 th Sept 2017, 12:00 Hrs	
Date and Time of Technical Bid Opening	14 th Sept 2017, 15:00 Hrs	Representatives of the Bidder may be present during opening of Technical Bid. However, Technical Bids will be opened even in the absence of any or all of the bidders representatives
Declaration of Shortlisted bidders for reverse Auction	TBA	
Date of Reverse Auction	TBA	
Declaration of L1 Bidder	TBA	
Notification of awards	TBA	

3. Overview:

State Bank of India is the largest bank in India with a network of over 23000+ branches and offices for SBI spread across India. The Bank has presence in 36 countries across the globe and offers a wide range of products and services to both Corporate and Retail Customers. The Bank has one of the largest networks of more than 59,000+ ATMs spread across geographical locations.

The Bank's services are provided to customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking. The SBI is keen to remain on the cutting edge of innovation in banking technology and would like to institutionalize innovation as a capability within the Bank.

To achieve this, SBI plans to setup an SBI Innovation Centre that will provide a facility for both the business and IT, including external partners, to ideate and innovate processes, services, products and technologies to support business growth and operational efficiency.

4. Invitation:

4.1. 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/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices, other exchange companies in available at various locations and managed by the Bank (collectively referred to as State Bank Group or 'SBG' hereinafter). This Request for Proposal (RFP) has been issued by the Bank on behalf of SBG for supply, installation, testing & commissioning of Technology, Software & Interior fit-outs for setting up the Innovation Centre cum experience centre at SBI, Navi Mumbai office.

4.2. In order to meet the requirement, the Bank proposes to invite tenders from eligible system integrators to undertake supply, installation, testing, commissioning and maintenance of Technology, Software & Interior fit-outs as per details/scope of work mentioned in this document.

4.3. Bidder shall mean any entity (i.e. juristic person) who meets the general eligibility criteria given in **Annexure B** and work specific criteria given with scope of work of each project work (Interior fit-outs, Technology & Software) of this RFP and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).

4.4. Address for submission of Bids, contact details including email address for sending communications are given in clause 1 of this RFP document.

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

4.6. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for

supply of proposed product and services for the Bank 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 experience, capability & expertise to provide the Bank the proposed project works (goods & services) adhering to Bank's requirements outlined in this RFP.

5. RFP Terminology:

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

- 5.1. "The Bank" 'means the State Bank of India (including domestic branches and foreign offices) and subsidiaries.
- 5.2. "Bidder/Service Provider/System Integrator" means an eligible entity/firm submitting the Bid in response to this RFP.
- 5.3. "Bid" means the written reply or submission of response to this RFP.
- 5.4. "The Contract" means the agreement entered into between the Bank and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 5.5. "Bidder/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 winning Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- 5.6. "The Contract Price/Project Cost" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.
- 5.7. "The Equipment/Product" means all the hardware/device, it's all components, associated software/firmware/operating software/Interior Fit out/Technology which the Bidder is required to supply to the Bank under the Contract.
- 5.8. "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 Bidder covered under the Contract.
- 5.9. "The Project" means supply, installation, testing and commissioning, integration of Technology, software & Interior Fit out turnkey work with support under Warranty and annual maintenance contract, if required for the contract period.
- 5.10. "The Project Site" means locations where supply and services as desired in this RFP document are to be provided.
- 5.11. "SBI Innovation Centre" also referred as Innovation Centre or innovation centre.

6. Eligibility Criteria:

Bid is open to all Bidders who fulfil the complete eligibility criteria as per **Annexure B**.

7. Scope:

7.1. Vision Statement –

A “State of the Art” Innovation development, collaboration and experience centre that will enable the Bank to show case their leading innovation through adaptation of advanced technologies to position SBI as a global pioneer in technology innovation in banking.

7.2. Purpose of the Centre –

The following points illustrate the purpose of the Innovation Centre:

- Showcase for SBI Innovation in technology
- Creative space to ideate uninhibited
- Space where SBI can collaborate with its innovation ecosystem
- Home for Hackathons
- Co-Development space for technical design team
- Testing and Feedback Centre for innovative prototypes & showcase for SBI Innovation in technology

7.3. Objective of the Centre –

The Innovation Centre being built for the bank would be first of its kind, in terms of area coverage and innovation themes. SBI aims to achieve the following objectives through setting up of an Innovation cum Experience Centre:

- To establish a global footprint in the space of Innovation Centre and banking sector
- To promote and create new products and services facilitated through use of technology
- To create an environment that inspires innovation and harness creativity around emerging technologies, business and technology innovation

7.4. Focus Themes for SBI Innovation Centre:

The themes for the Innovation Centre will revolve around being a futuristic bank with a 22nd century outlook. To list out, the focus themes will be:

- Come, invent in India
- Automation
- Hackathon
- Regulatory Technology
- Risk Management
- Financial Inclusion
- NPA Monitoring & Reduction
- Digital market place / Digital Village
- Data Science

7.5. Technology Focus Area:

The bank aims to incorporate latest technologies which are applicable to an Innovation Centre circling around the futuristic themes:

- Analytics
- Fintech (Block chain)
- IoT
- Artificial Intelligence, Machine Learning, NLP
- Augmented/Virtual Reality
- Core Banking Simulation
- Code for Bank
- Advanced Software Factory

7.6. Design Principle:

- a) The Lab shall present SBI’s current innovation vision and technology practices
- b) The key themes that the lab should embody are:
 - b.1. Futuristic banking technologies.
 - b.2. 22nd century innovation centre design.
 - b.3. Digital Banking
- c) Each zone in the Innovation Centre shall address a unique functionality
- d) Mural platform will be used to drive design through collaboration
- e) Wall Partitioning for each of the zones should be modular to ensure seamless scalability and effective space utilization.
- f) All furniture (including Chairs, tables) should be movable or foldable in design
- g) All walls should be transparent (unless specifically required) to ensure visibility throughout the Innovation Centre.
- h) The floor of the lab should be false to increase flexibility of movement of zones
- i) Default Content on visual screens shall include SBI businesses, current cutting-edge technology practices, social work and nation building activities
- j) Availability of both SBI Intranet & SBI Internet

7.7. Zone’s details for the Innovation Centre:

S. No.	Zones	Area (Sq.ft)	Seating Capacity (Min)	Seating capacity (Max)
1	Reception	275	-	-
2	Customer Experience Tunnel	515	-	-
3	Collaboration Experience Tunnel		-	-
4	Holographic Projection Screen		-	-
5	Interactive Digital Well	415	-	-
6	Immersive Experience Zone	630	12	15
7	Collaboration Lounge	740	6	8
8	Idea Stage / TED Stage	630	9	20
9	IOT Zone	75	4	4
10	Multipurpose Pod	75	4	4

11	AR Zone	75	4	4
12	VR Zone	75	4	4
13	Reg Tech Zone	255	4	4
14	Fin Tech Zone		4	5
15	Command Experience Centre	580	4	4
16	Bank Branch Prototype	315	8	8
17	Multi-media Production Room	500	4	6
18	Dress Personality Room		1	1
19	R&D / Usability / Device Testing	400	7	7
20	Sustainability Zone		-	-
21	Breakout Lounge		525	5
22	Global Innovation Platform	310	2	2
23	Hybrid Inter-operable Cloud		1	1
24	Interaction Café	535	4	6
25	Collaborative Flash Kitchen		8	8
26	Health Zone	715	3	3
27	Game Zone		4	4
28	De-Stress Zone		2	4
29	Happiness Zone		2	4
30	Meeting Rooms	160	4	6
31	Automated Recruitment, Interview and Examination Zone	160	4	4
32	Team Room	500	3	4
33	Multifunctional Zone		5	6
34	Flash VC Zone		4	6
35	Multipurpose Room	190	1	2
36	Sleeping Pods	195	3	3
37	Ideation & Collaboration	245	10	15
38	Workstations	785	24	40
39	Flash Private Workstation		2	2
40	Partner's Zone	740	16	29
41	Edification / Training Zone	645	18	20
42	Intelligent Asset Zone	290	-	-
43	CIC Technical Support Room		-	-

For details on the functionality of each zone, refer **Annexure M**.

7.8. Scope of work

The scope of work covers build out of the Innovation Centre, includes:

- a) Interior Fit-Out Implementation:** Interior fit-out work, electrical, structured cabling, UPS & batteries, HVAC, fire safety & security system, carpets, modular furniture and chairs, procurement of materials and subsequent end to end installation

- b) Technology Implementation:** Supply, installation, testing and commissioning of Audio Visual equipment, i.e. Interactive Screens, Collaboration Solutions (Telepresence, Video Conferencing), High-tech solution (Augmented Reality & Virtual Reality), IRIS & Biometric scanners, Audio Devices, Projectors, Workstation devices, Smart Kiosk, LED Tiles, Movable brackets etc.
- c) Software Solution Implementation:** Supply, development and integration of cloud or on premise software solution, visitor management system with AADHAR integration

Detailed Scope of work for each category (Interior Fitout, Technology & Software) is outlined as Annexure to master RFP.

The Bidder has to participate in all categories listed below.

Category	Annexure Name	Document/Folder Reference
Interior Fitouts	Annexure C1	2_SBI_Innovation_Centre_Interior_Fitout_Package_Annexure_C1
Technology	Annexure C2	3_SBI_Innovation_Centre_Technology_Package_Annexure_C2
Software	Annexure C3	4_SBI_Innovation_Centre_Software_Package_Annexure_C3

8. Disclaimer:

8.1. 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.

8.2. 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.

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

8.4. 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.

8.5. 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.

8.6. 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.

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

9. Performance Bank Guarantee:

9.1. Performance Bank Guarantee (PBG) of the amount with validity period specified in clause 1 of this RFP strictly on the format at **Annexure F** 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.

9.2. 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.

10. Bidding Document:

10.1. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.2. Content of Bidding Document:

- a) The bidding document provides overview of the requirements, bidding procedures and contract terms. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- b) The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may 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.
- c) Furthermore, during the RFP process, THE BANK has disclosed or will disclose in the RFP and corrigendum/addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in

this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.

- d) Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in **Annexure B, C1, C2 & C3** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

10.3. Clarifications and Amendments

- a) Bidder requiring any clarification of the bidding document may notify the Bank in writing strictly as per the pre-bid query format given in **Annexure H** at the address/by e-mail given in clause 1 of this document within the date/time mentioned in the schedule of events.
- b) A pre-bid meeting will be held on the date and time specified in the clause 2 which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- c) The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- d) The Bank 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.
- e) 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 addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto thereof.
- f) 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.
- g) Queries received after the scheduled date and time will not be responded/acted upon.

10.4. 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 up to 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.

10.5. 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.

10.6. Period of Validity of Bids:

- a) Bids shall remain valid for 180 days from the date of reverse auction. 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.

10.7. Bid integrity:

- a) 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.

- b) 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.

10.8. Contacting the Bank:

- a) 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.
- b) 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.

11. Bidding Process:

11.1. 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 clause 2 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.

11.2. 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.

11.3. 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.

11.4. 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.

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

11.6. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the project work proposed to be offered by them.

11.7. 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.

11.8. Bidders have to submit Bill of Material (BoM) and Compliances as given in **Annexure C1, C2 & C3** of this document.

12. Preparation and submission of Bids:

- a) The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **Technical Proposal for supply of _____ in response to the RFP No. _____ dated _____**. This envelope should contain following documents and properly sealed:
- Bid covering letter/Bid form on the lines of **Annexure A** on Bidder's letter head.
 - Eligibility criteria as per **Annexure B** and all supporting documents
 - Response to each SOW mentioned in **Annexure C1, C2 and C3** – as separate documents
 - Bidder's details as per **Annexure D** on Bidder's letter head.
 - Earnest Money Deposit (EMD) as specified in **Annexure E**
 - Performance Bank Guarantee as per **Annexure F**
 - Non-Disclosure Agreement as per **Annexure G**
 - The bidder should also submit PRE-CONTRACT INTEGRITY PACT as prescribed by the Govt. of India (**Annexure I**) duly signed by the bidder on each page and by two witnesses
- b) The Second sealed envelope prominently marked as **Indicative Price Proposal for supply of _____ in response to the RFP No. _____ dated _____**. This envelope should contain only indicative price Bid strictly on the lines of **Annexure C1, C2 & C3**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in INR (Indian Rupees) only.
- c) Bidders may take note:
- i. The Primary Bidder should quote for all categories as listed in clause 7.8 on a single responsibility basis for complete project works.
 - ii. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.
 - iii. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - iv. 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.
 - v. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
 - vi. Prices quoted by the Bidder shall remain fixed for the period specified in clause 10.6 of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**

- vii. 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.
- viii. The Bidder may be asked to give presentation for the purpose of clarification of the Bid or site visit to the one of the Innovation Center that are submitted as part of the response.
- ix. The Bidder must provide specific and factual replies to the points raised in the RFP.
- x. 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.
- xi. 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.
- xii. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- xiii. The Bid document shall be spirally bound.
- xiv. The Bank reserves the right to reject Bids not conforming to above.
- xv. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- xvi. All the envelopes shall be addressed to the Bank and deliver at the address given in clause 1 of this RFP and should have name and address of the Bidder on the cover.

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

13. Opening and Evaluation of Bids:

13.1. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after eligibility criteria, would be opened.

13.2. All the Bidders who qualify the eligibility criteria shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given in Clause 1 & 2 of this RFP document.

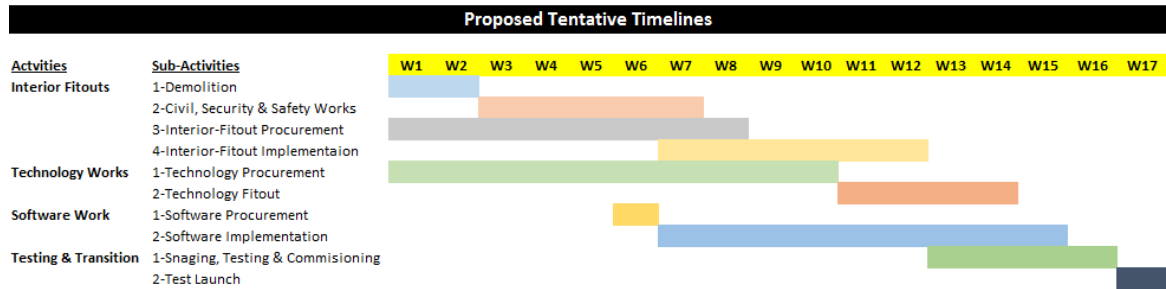
13.3. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

13.4. The Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction.

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

14. Project Build out Phase timeline

Delay in each of sub-activity will be penalised. Bidder will be fined 0.5% of the activity (i.e. Interior-fitout, Technology works, Software works & Testing/Transition) cost for per week delay. Maximum fine charged will be capped at 7.5% of the activity cost. Each of the activity & sub-activity timelines can be changed by SBI in future. Each week will be counted based on working days.



15. Award and Signing of Contract:

15.1. Bank will notify successful Bidder 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.

15.2. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in clause 1 as per Annexure G format together with acceptance of all terms and conditions of RFP.

15.3. 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.

15.4. The notification of award will constitute the formation of the Contract.

15.5. 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.

15.6. Until the execution of a formal contract, the Bid document, together with the Bank’s notification of award and the Bidder’s acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

15.7. 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.

15.8. 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.

15.9. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

15.10. Upon notification of award to the 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.

16. Subcontracting:

16.1. As this is a highly specialized service the lead bidder can sub-contract portions of work to any third parties, in consultation with the Bank and subject to approval from the Bank. However, the Bank will hold the lead bidder responsible for the entire project.

16.2. The bidder must disclose the names of the sub-contractors during the proposal process and submit as part of the bid submission

16.3. The bidder should not change the subcontractor during the evaluation process. Any deviation to this shall lead to disqualification of the bidder.

16.4. The bidder is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting Bidder is also responsible for ensuring that the sub-contractor complies with all security requirements of the contract and the Bank may obtain an independent audit report if required.

16.5. The bidder should provide subcontracting details to the Bank and if required, the Bank may evaluate the details provided.

17. Conflict of Interest:

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

otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

17.1. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

17.2. A constituent of such Bidder is also a constituent of another Bidder;

OR

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

OR

17.4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder;

OR

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

OR

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

18. Patent Rights:

18.1. For any licensed software/firmware used by the finally selected bidder for performing services, the Bidder shall have the right as well as the right to license for the outsourced services.

The Bidder 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 Bidder should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Bidder.

18.2. The bidder 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.

18.3. The bidder 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 Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

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

19. Powers to Vary or Omit Work:

19.1. 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.

19.2. 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.

19.3. 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.

20. No Waiver of Bank 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.

21. Inspection and Quality Control and Audit:

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

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

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

- 21.3. The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- 21.4. Nothing stated hereinabove shall in any way release the Bidder from any warranty or other obligations under this contract.
- 21.5. The Selected Bidder (Service Provider) has to get itself annually 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/ such auditors in the areas of equipment and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank 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.
- 21.6. 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.
- 21.7. 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.

22. Cancellation of Contract:

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 30 days, for any valid reason, including but not limited to the following reasons:

- Laxity in following security standards laid down by the Bank
- Excessive delay in execution of orders placed by the Bank
- Discrepancies / deviations in the agreed processes
- Violation of terms & conditions stipulated in this RFP

23. Delay in the Bidder's Performance:

23.1. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Bidder within the timelines prescribed in this document.

23.2. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Products and performance of Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Bidders' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

23.3. Any delay in performing the obligation/ defect in performance by the supplier 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).

24. Liquidated Damages:

If the Bidder 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. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

The payment or deduction of such liquidated damages shall not relieve the Bidder from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

Delay in each of sub-activity will be penalised. Bidder will be fined 0.5% of the activity (i.e. Interior-fitout, Technology works, Software works & Testing/Transition) cost for per week delay. Maximum fine charged will be capped at 7.5% of the activity cost. Each of the activity & sub-activity timelines can be changed by SBI in future. Each week will be counted based on working days. This amount will be recovered by invoking the Bank Guarantee towards Contract Performance.

The Bidder recognizes and acknowledges that the Bank would suffer substantial losses and damage if there is a delay in the execution of the works in as much as the Bank will not be able to carry out its business thereat until the works are completed. The Bidder agrees that the amount stipulated above is a genuine pre-estimate of the loss that would be suffered by the Bank due to delay in the execution of the works.

25. Termination for Default:

25.1. 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 Bidder, may terminate the Contract in whole or in part:

- a) If the Bidder 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 Bidder 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.

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

25.3. If the contract is terminated under any termination clause, the Bidder 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 Bidder or to the Bank.

25.4. During the transition, the Bidder shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

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

26. Force Majeure:

26.1. Notwithstanding the provisions of terms and conditions contained in this RFP, the Bidder 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.

26.2. 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 Bidder 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.

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

27. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Bidder, if the Bidder 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 Bidder, 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.

28. Governing Law and Disputes:

28.1. All disputes or differences whatsoever arising between the parties out of or in connection with the 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 the contract, abandonment or breach of the contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, party (SBI or Consultant), 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. 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. 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. 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.

28.2. The Bidder 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.

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

29. Governing Language:

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English.

30. Governing Law:

The contract shall be interpreted in accordance with the laws of the Government of India.

31. 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.

32. Taxes and Duties:

32.1. 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.

- 32.2. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies etc. should be specified in the separate sheet (**Annexure C1, C2 & C3**).
- 32.3. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure C1, C2 & C3** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure C1, C2 & C3** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure C1, C2 & C3**
- 32.4. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 32.5. 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.
- 32.6. 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 Bidder.
33. Bidder's obligations:
- a) The Bidder 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.
 - b) The Bidder is responsible for and obliged to liaise with local Mathadi issues and deal with them, Bank would not be responsible for any coordination.
 - c) The Bidder will be responsible for arranging and procuring all relevant permissions / Road Permits, including customs and local clearances, 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.

- d) The Bidder 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.
- e) The Bidder 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 Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- f) The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- g) Bidder shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration, installation, troubleshooting processes of the proposed solution related to all project work.
- h) The Bidder 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 G** of this document.

34. Services:

- 34.1. All professional services necessary to successfully implement the proposed solution will be part of the RFP.
- 34.2. The bidder should submit as part of technical Bid an overview of the approach for the proposed project.
- 34.3. The Bidder should ensure that the Bidder's key personnel with relevant skill are always available to the Bank.
- 34.4. The Bidder should ensure the quality of methodologies for delivering the services described in their proposal and its adherence to quality standards.
- 34.5. The Bidder should be willing to transfer skills to relevant Bank Personnel by means of training and documentation and their prescribed knowledge transfer method.

35. Transition Clause:

In the event of failure of the Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another Bidder. In such case, the Bank shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of contract until a 'New Bidder' completely takes over the work. During the transition phase, the existing Bidder

shall render all reasonable assistance to the 'New Bidder' within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If the existing Bidder is in breach of this obligation, they shall be liable for paying a penalty of 10% of Contract Value on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

36. Earnest Money Deposit (EMD):

36.1. The Bidder shall furnish EMD for the amount and validity period mentioned in clause 1 of this document.

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

36.3. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure E**, issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai.] In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

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

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

36.6. 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 clause 1 of this RFP) which should be strictly on the lines of format placed at **Annexure F**.

36.7. No interest is payable on EMD.

36.8. 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.
- d) 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.

37. Terms and Conditions:

37.1. Language of Bid: All bids and supporting documentation shall be submitted in English.

37.2. SBI reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or

rejected in total or any part or items thereof. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the Bidder.

37.3. Any Bid not containing sufficient information, in view of SBI, to permit a thorough analysis may be rejected.

37.4. The Bank shall have the right to reject bids not submitted in the prescribed format or incomplete in any manner.

37.5. State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

37.6. The Bank also reserves the right to alter / modify any / some / all of the requirements, as it may deem necessary, and notify the same to the Bidders before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

37.7. Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such a waiver.

37.8. Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.

37.9. SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the Bidder(s)/selected bidder. Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:

- Services Contemplated are no longer required.
- Scope of work was not adequately or clearly defined due to unforeseen circumstance and / or factors and/or new developments.
- Proposed prices are unacceptable for the Work.
- The Project is not in the best interest of SBI.
- Any other reason, which is the sole opinion of the Bank a ground for cancellation of the RFP.

37.10. SBI reserves the right to verify the validity of bid information and to reject any bid or the cancel the contract where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or after award of contract, as the case maybe.

37.11. SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.

37.12. During the term of agreement, the bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. However, this shall not be the applicable in respect of any regular recruitment process of the Bank as per its recruitment policy.

37.13. All pages of the RFP should be stamped and signed by Authorized Signatory of the Bidder.

37.14. The Bidder should carry out any change request necessitated by the Bank to the solution.

37.15. The Bidder has to take an undertaking from Bidder's employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. The Bank may seek details / confirmation on background verification of Bidder's employees worked/working on Bank's project as may have been undertaken / executed by the Bidder. The Bidder should be agreeable for any such undertaking / verification.

38. Pre-Contract Integrity Pact:

The bidder should also submit PRE-CONTRACT INTEGRITY PACT as prescribed by the Govt. of India (**Annexure I**) duly signed by the bidder on each page and by two witnesses. Bid submitted without the integrity pact shall not be considered.

39. Penalty/SLA conditions:

As Penalties and SLA conditions are mentioned in **Annexure J** of the technology, Software & Interior fit-outs.

40. Commencement Time and completion certificate

40.1. Night or Sunday work

Subject to any provision to the contrary contained in the contract, none of the permanent work shall, save as hereinafter provided, be carried on during the night or on Sundays, if locally recognized as days of rest or their locally recognized equivalent without the permission in writing of the Project Manager or his representative except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works, in which case the Bidder shall immediately advise the Project Manager or his representative. Provided that, the provisions of this Clause will not apply in the cases of works that are customarily carried out in rotary shifts or double shifts. However, if the site progress so warrants, the Bidder shall arrange to carry out night and/ or Sunday works through a dedicated team after obtaining necessary permission for the same.

40.2. Final Completion Certificate

The work shall be deemed to have been finally accepted after issue of the Final Completion certificate by the Bank, subject to fulfillment of all of the following by the Bidder: -

- Completing all the snags and minor balance works within 15 days or earlier, as directed by the Project Manager
- Submitting as-built drawings, O&M Manuals, catalogues, brochures, data-sheets, spares and any other document/record as called for in the Contract and everything else necessary for the proper use and maintenance for the works complete with all systems and services.
- Handing over of the works to the Bank.
- Dismantling the site office, removing and clearing the debris, leveling the surface and Handing over to the Bank, within 15 days of such directions being issued to the Bidder by the Bank/Project Manager

The works shall deem to have been approved and accepted only on issue of Final Completion Certificate by the Bank / Project Manager without prejudice to the Bank's rights under the contract.

41. Maintenance and Defects

41.1. Definition of "Defects Liability Period"

In these conditions the expression "Defects Liability Period" shall mean the Defects Liability Period named in the Appendix to the tender, calculated from the date of provisional acceptance of the works, certified by the Project Manager in accordance with Clause 39.9 hereof, or in the event of more than one certificate having been issued by the Project Manager under the said clause, from the respective dates so certified and in relation to the Defects Liability Period the expression "the works" shall be construed accordingly.

The defects liability period shall be equivalent to one calendar year from the date of issue of certificate of Substantial Completion.

41.2. Execution of repair work, etc.

To the extent that the works, as soon as practicable, after the expiration of the Defects Liability Period, be delivered to the Bank in the condition required by the contract, fair wear and tear excepted, and to the satisfaction of the Project Manager. The Bidder shall finish the work, if any, outstanding at the date of completion, as per contract terms. hereof, as soon as practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Bidder in writing by the Project Manager and / or the Bank during the Defects Liability Period or within 15 days after its expiration, as a result of an inspection made by or on behalf of the Project Manager and / or the Bank prior to its expiration.

The Bidder has to attend and complete:

Level 1 Defects (Quick fix defects which can be rectified with / without usage of additional material out of attic stock): On receipt of the defect intimation from the Bank, the Bidder has to respond to the defect rectification within 08hrs of intimation and has to complete the rectification within 24 hours of time.

Level 2 Defects (These are defects which would require additional material which are more local procurement): On receipt of the defect intimation from the Bank, the Bidder has to respond to the defect rectification within 24hrs of intimation and has to complete the rectification within 4 days of time.

Level 3 Defects (These are defects involved the above two and / or replacement of equipment): On receipt of the defect intimation from the Bank, the Bidder has to respond to the defect rectification within 48hrs of intimation and has to complete the rectification within 7 days of time.

In no case rectification of defects should cross 7 (seven) calendar days.

41.3. Cost of execution of works of repair, etc.

All such work shall be carried out by the Bidder at his own expense if the necessity thereof shall, in the opinion of the Project Manager and / or the Bank, be due to the use of materials or workmanship not in accordance with the contract, or to neglect or failure on the part of the Bidder to comply with any obligation, expressed or implied, on the Bidder's part under the contract. If, in the opinion of the Bank, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

41.4. Remedy on Bidder's failure to carry out work required

If the Bidder shall fail to do any such work as aforesaid required by the Project Manager and / or the Bank, the Project Manager and /or the Bank shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Project Manager and/ or the Bank, the Bidder was liable to do at his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Bidder by the Bank either by deduction by the Bank from any monies due or which may become due to the Bidder or otherwise.

If the Bidder fails to respond during the defects liability period, or attend to the defect rectification within 7 days of time the same is intimated to him, the Bank reserve the right to get the work done by any other agency at the risk and cost of the Bidder, and deduct the amount from the Bidder's Performance bank guarantee submitted by the Bidder.

41.5. Bidder to search for defects.

The Bidder shall, if required by the Project Manager and / or the Bank in writing, search under the directions of the Project Manager for the cause of any defect, imperfection or fault appearing during the progress of the works or in the Defects Liability Period. If such defect, imperfection or fault shall be one for which the Bidder is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Bidder and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense.

42. Measurement

42.1. Quantities

- a) The quantities set out in the bill of quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the Bidder in fulfillment of his obligations under the contract.
- b) Schedule of quantities –
 - i. No claim because actual quantities differ from bill of quantities

- ii. The quantities of the various kinds of work to be done and materials to be furnished under this contract which have been estimated and are set forth in the proposal or the contract or the bill of quantities, are the estimated quantities and not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract.
- iii. Project Manager reserves the right to take over and operate directly or indirectly some or all items of works under this contract, if such items of works are not started or operated at all. The items may be deleted or added in dialogue with Bidders and Project Manager.
- iv. The Bidder shall have no claim whatsoever for anticipated profits or loss on profit or for damages consequent on Project Manager taking over and operating such items, variation in quantities.

42.2. Works to be measured

The Project Manager shall, except as otherwise stated, ascertain and determine by Joint measurement along with the Bidder the value in terms of the contract of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured, give notice to the Bidder's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Project Manager in such measurement and shall furnish all particulars required by either of them. Should the Bidder not attend or neglect or omit to send such agent, then the measurement made by the Project Manager or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings, the Project Manager shall prepare records and drawings month by month of such work and the Bidder, as and when called upon to do so in writing shall, within 15 days, attend to examine and agree such records and drawings with the Project Manager and shall sign the same when so agreed. If the Bidder does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examinations of such records and drawings, the Bidder does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Bidder shall, within 15 days of such examination, lodge with the Project Manager, for decision by the Project Manager, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

42.3. Method of measurement

The works shall be measured as stipulated in the Bureau of Indian Standards notwithstanding any general or local custom except where otherwise specifically described or prescribed in the contract.

The works shall be measured as per latest edition of Indian Standard IS: 1200 or as specified separately in the technical specifications.

In the event of any dispute with regard to the method of measurement of any work, the decision of the Project Manager shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.

43. Change in Orders:



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

- a) Method of shipment or packing;
- b) Place of delivery;
- c) Change of site;
- d) Quantities to be supplied subject to 25% above or below the originally declared quantities.

43.2. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’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 Bidder for adjustment under this clause must be asserted within 15 days from the date of Bidder’s receipt of Bank’s change order.

44. Contract Amendments:

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

45. Bank’s Right to Accept /Reject 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.

46. Terms of payment

The payment shall be made as per the payment schedule:

- Payment will be made on successful completion of each phase/milestone and after submission of all the required reports/deliverables within the pre-fixed timelines as below and approved by SBI or elected representative.
- Payments are subjected to successful and satisfactory review of all reports and activities by the Bank or elected representative
- The payment schedule is as follows

Milestone	% Value
Completion of Demolition Phase	5% of Contract Value
Completion of Fit-out Phase	10% of Contract Value
Completion of Fit-out Integration of Hardware	15% of Contract Value
Test Launch (with all Hardware and Software)	20% of Contract Value
One (1) month after Successful Go Live	20% of Contract Value
Maintenance Period	Balance 30% with every year 10% of Contract Value

- Performance Bank Guarantee will not bear any interest whatsoever. In case the contractor is not responding during the defects liability period the Bank reserve the right to get the work done by any other agency and deduct the amount from the contractor's Performance Bank Guarantee submitted by the bidder.

The Bank shall have a lien over all or any money that may become due and payable to the Contractor, under these conditions and also over the security deposit retention money, against defects liability held by the Bank, under the contract and becoming repayable to the Contractor.

47. 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.

48. Insurance:

48.1. The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period of one month after delivery of products at the defined destination.

48.2. Should any loss or damage occur, the Bidder 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.

48.3. Insurance Policies

The Bidder shall not commence any work at-site, until all the insurance Policies, as required in terms of the General Conditions of Contract, have been submitted to the Bank. Renewal of the same if required due to extension of time for the completion or similar reasons is also the responsibility of the Bidder.

Notwithstanding anything to the contrary mentioned in the contract, Bidders have to submit all Insurance policies in original to the Banks directly regarding adequacy of the value of Insurance, validity etc. as per contractual clauses and furnish a copy to the Architect. The Bidder shall arrange for renewals on their own. Any omission to do so or delay in non-receipt of such information will be no excuse for failure to renew them or keep thee in force without a break.

- a) All insurance policies, whether required to be obtained under this Clause 48 or otherwise, wherever possible shall be taken out in the joint names of the Bank and the Bidder and sub-Bidder, wherever applicable
- b) All the Insurance shall be arranged by Bidder from a first class insurance company which can deal with all matters pertaining to the subject and is acceptable to the Bank. The Bank has reserved its right to nominate the insurance company or take the insurance policies under which the claims will be lodged by the Bidder.

- c) The Bidder must ensure that the policy amounts cover the contract value and adequately cover the maximum possible liability that may arise on the occurrence of the risks covered. The Bidder must also ensure that all the insurance policies should be valid till the issuance of Final Completion Certificate. The Bidder shall furnish along with the tender all the details of the insurance policies intended to be taken in accordance with the requirements of this contract/tender, i.e., name of the insurance company, the risks covered, amount of coverage, premium for the policies, discounts being received, net cost to the Bidder, excess clauses, etc.
- d) The Bidder shall deposit the original insurance policy and the premium paid receipts with the Bank on the offer being accepted and LOI being issued. If the Bidder fails to procure such policy or deposit the same and the premium receipts in original with the Bank, the Bank shall be entitled, but not obligated to procure such policy and recover the payments thereon from the Bidder either by withholding the amounts payable to the Bidder or otherwise. Any deviation from the same shall be subject to the prior written approval of the Bank. The Bank shall be entitled to prosecute and / or compromise or settle the claims under such policies in such manner as may be deemed fit without reference to the Bidder. The Bidder shall provide necessary assistance to the Bank in this regard.
- e) The Bank however reserves the right to take all or some of the insurance policies on its own and thereafter the Bidder shall be required to process the claims if any for settlement under the policies so taken by the Bank. The Bank further reserves its right to nominate an Insurance company with whom the Bidder will be required to obtain the policy (ies).
- f) Insurance of works, etc.

Without limiting his obligations and responsibilities, the Bidder shall insure in the joint names of the Bank and the Bidder against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the contract and in such manner that the Bank and Bidder are covered for the period stipulated in hereof, and are also covered during the Defects Liability Period, and for any loss or damage occasioned by the Bidder in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 40.1 hereof:

- i) The works executed up until that time, to the estimated current contract value thereof or such additional sum as may be specified in the Clause numbered 48.9 hereinabove, together with the materials for incorporation in the works at their replacement value.
- ii) The constructional plant and other things brought on to the site by the Bidder to the replacement value of such constructional plant and other things.

Such insurance shall be affected with an insurer and in terms approved by the Bank, whose approval shall not be unreasonably withheld and the Bidder shall, whenever required, produce to the Bank or his representative the policy or policies of insurance and the receipts for payment of the current premiums.

The Bidder has to check the sufficiency of the policy and may take additional policy towards uncovered items.

iii) Workmen Compensation: The Bidder shall take necessary policy to cover the Bidder liability under Workmen Compensation Act 1923.

The Bidder shall indemnify the Bank against all claims, if any, made upon the Bank, whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the Bidder or any Sub-Bidder and shall at his own expense effect and maintain until the substantial completion of the contract with an approved office, a Policy of Insurance in the joint names of the Bank and the Bidder against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

48.4. Damage to persons and property

The Bidder shall indemnify the Bank, its affiliates, and their respective officers, directors, employees, consultants and agents ("Indemnified Persons") against all losses and claims in respect to injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and also against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

48.5. Third Party Insurance

Before commencing the execution of the works the Bidder, but without limiting his obligations and responsibilities under Clause 48.9 hereof, shall insure against loss for any material or physical damage, loss or injury which may occur to any property, including that of the Bank, or to any person, including any employee of the Bank, the Architects, other Bidder / sub-Bidder(s) or their respective employees, agents, representatives and visitors, by or arising out of the execution of the works or in the carrying out of the contract, or during handling and transit of material, otherwise than due to the matters referred to in the provision to Clause 48.9 hereof. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Ten Lakhs. The Insurance policy to be so obtained by the Bidder shall be deposit by the Bidder with the Bank within seven days of its issue by the insurers.

The Bidder shall, whenever required, produce to the Bank or his representative the policy or policies of insurance and the receipts for payment of the current premiums.

48.6. Provisions to indemnify Bank

The terms of such insurance shall include a provision whereby, in the event of any claim in respect of which the Bidder would be entitled to receive and indemnify under the policy being bought or made against the Bank, the insurer will indemnify the Bank against such claims and any cost, charges and expenses in respect thereof and the Bidder to indemnify the Bank for any shortfall in the realization of the claims (including excess clauses) The Bank shall be entitled to set off any such amounts from the amounts due and payable by it to the Bidder under the terms of this agreement.

1. The Bidder hereby undertakes and agrees to indemnify and keep and hold the Bank, its affiliates, and their respective officers, directors, employees, consultants and agents (“Indemnified Persons”) harmless from and against any and all losses, expenses, claims, demands, actions and/or causes of action (regardless of when accrued or asserted), damages, penalties, fines, assessment and the like caused by, arising out of, resulting from, or as a consequence of:
 - (a) Failure of the Bidder or its employees to comply with the provisions of the applicable laws or this Contract; or
 - (b) breach of any provision of this Contract by the Bidder; or
 - (c) Anything done or omitted to be done through the negligence, default or misconduct of the Bidder or of its officers, directors, employees or agents; or
 - (d) death, injury or third party property damage to the extent caused by the wrongful or negligent acts or omissions of the Bidder or its employees; or
 - (e) failure of the Bidder or its employees to comply with the provisions of the applicable laws or this Contract; or
 - (f) Misrepresentation by the Contract to the Bank or to any third party.

2. In addition to the above, the Bidder shall, and shall require each of the subcontractors and suppliers to defend, indemnify and hold harmless the Indemnified Persons from and against any and all liabilities, claims, demands, damages, or costs, including, without limitation, settlement sums, attorneys’ fees, consultant fees and experts’ fees and costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work, alleged or incurred in connection with any and all claims or proceedings (whether brought by private or governmental parties), including workers’ compensation claims, arising out of, or alleged to arise out of, any and all toxic or hazardous substances, materials or wastes) brought onto the Project site during performance of the Work, causing, or alleged to cause, bodily injury (or fear thereof), death, property damage, environmental damage or impairment, or loss of natural resources, or involving any violation or alleged violations of, or any liability under any local environmental law, whether codified or common law.

48.7. Accident or Injury to workmen

- a) The Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Bidder or any sub-Bidder, save and except an accident or injury resulting from any act or default of the Bank, his agents, or servants. The Bidder shall indemnify and keep indemnified the Bank against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings cost, charges and expenses whatsoever in respect thereof, or in relation thereto.

- b) Insurance against accident, etc., to workmen
The Bidder shall insure against such liability with an insurer approved by the Bank, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Bank or his representative such policy of insurance and

the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Bidder, the Bidder's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Bidder shall have insured against the liability in respect of such persons in such manner that the Bank is indemnified under the policy, but the Bidder shall require such sub-Bidder to produce to the Bank or his representative, when required, such policy of insurance and the receipt for the payment of the current premium.

Notwithstanding the requirements mentioned in the above the Bidder shall at the minimum provide for the following insurance:

1. Bidder's All Risk Insurance Policy to cover the following:
 - i. From commencement to completion of works, the Bidder shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due etc. poor workmanship and causes such as lighting, explosion. earthquake, storm, hurricane, floods, inundation, riots (excluding civil war rebellion, revolution and insurrection) but further including the failure to the design and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract. The Bidder shall take the Comprehensive Bidder's all Risk Insurance policy for the full value provided under this contract increased by 25% of the contract value.
Explanation:
For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the date of commencement and ending with the expiry of defects liability period provided in the Agreement.
 - ii. Third party insurance to cover for any damages to third party. This shall be up to the end of the defects liability period and shall include for any damage to the properties and/ or injury [including death] to the persons of the general/ public/ Architects/Bank/Bank's representatives and anyone else deemed to be third party.
 - iii. Civil commotion, Riots, Strike, Malicious Damage, Terrorism, and other disturbances.
2. Policy to cover Bidder's liability under Workmen's compensation Act 1923, Minimum Wages Act 1948, Contract Labor (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be for the period up to final completion of work, including the defects liability period which has to be borne by the successful bidder/Bidder.
3. Insurance cover against damage, theft or any other loss of all materials and equipment brought to site for which advance payment is claimed - Limit of liability not less than the value of such materials at any stage of the contract.

The Bidder shall insure against all such liabilities and shall continue such insurance during the currency of the contract including defects liability period. Premium for all insurance policies shall be paid and borne by the Bidder and shall NOT be reimbursable.

These Insurance certificates shall be fully executed and shall state that the policies cannot be cancelled until ten [10] days after written notice of the Bank having consented to such cancellations.

The Bidder shall obtain written confirmation of similar certificates from all sub-contractors and thereby assume responsibility for any claims or losses to the Bank resulting from failure of any of the sub-contractors to obtain adequate insurance protection in connection with their work.

48.8. Remedy on Bidder's failure to insure

If the Bidder shall fail to effect and keep in force the insurances referred to in Clause 48.9 hereof, or any other insurance which he may be required to effect under the terms of the contract, then and in any such case the Bank may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Bank as aforesaid from any monies due or which may become due to the Bidder, or recover the same as a debt due from the Bidder.

48.9. Giving of notices and payment of fees

a) The Bidder shall give all notices and pay all taxes, fees required to be given or paid by any National or State Statute, Ordinance or other Law, or any regulation, or bye-law or any local or other duly constituted authority in relation to the execution of the works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works.

b) Compliance with statutes, regulations, etc.
The Bidder shall conform in all respects with the provisions of any such statute, ordinance or law as aforesaid and the regulations or bye laws of any local or other duly constituted authority which may be applicable to the works and with such rules and regulation of public bodies and companies as aforesaid and shall keep the Bank indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law.

In particular, the Bidder shall ensure compliance with the provisions of the ESI, EPF, Workman's Compensation, Minimum Wages, and Contract Labor (Regulation and Abolition) Act. Copies of the records and registers maintained under the applicable laws shall be provided to the Bank at the end of each month. The salaries to all workmen shall be paid in the presence of a duly nominated representative of the Bank. The Bidder shall procure the necessary licenses under the Contract Labor (Regulation and Abolition) Act after assisting the Bank in procuring the registration thereunder. The Bidder shall also obtain various licenses / permits / clearance / approvals / consents as appropriate from the various statutory authorities in respect of construction work, as amended from time to time, to be undertaken by it including but not limited to boiler registration, pollution control board clearance, etc.

The Bidder shall keep the Bank informed of any and all claims under any applicable laws and keep informed the Bank of compliance there under.

49. Limitation of liability:

49.1. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

49.2. 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 non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

50. Confidentiality:

50.1. 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.

50.2. 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.

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

51. Fraud & Corrupt Practices:

51.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary

contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

51.2. 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.

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

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process
- c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

52. Termination for Convenience:

The Bank, by written notice of not less than 90 (ninety) days sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

53. Disputes/Arbitration:

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 Bidder), 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 Arbitration and Conciliation Act. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Bidder 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 Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

54. Governing Language:

The governing language shall be English.

55. Tax deduction at Source:

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

55.2. The Bidder'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 Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

56. Right to use defective product:



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

ANNEXURES

Annexure	Index
A	Bid form
B	Bidder's Eligibility criteria
C1	SBI_CIC_Interior works SoW_Ver 1.0.docx Dated
C2	SBI_CIC_Technology SoW - Ver 1.0.docx Dated
C3	SBI_CIC_Software SoW - Ver 1.0.docx Dated
D	Bidder details
E	Format for Earnest Money Deposit Bank Guarantee
F	Format for submission of Performance Bank Guarantee
G	Non-disclosure Agreement
H	Pre-Bid Query Format
I	Pre-Contract Integrity Pact
J	SLA Document – Technology
K	BoM/ Specifications/ Functional Requirement Document – Technology/ Interior Fitout/ Software
L	Technical Design Document/Approach

Annexure A – Bid Form

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid Envelope)

Date: _____

To:

< Address of tendering office >

Dear Sir,

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

~~~~~

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

2. While submitting this Bid, we certify that:

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

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within the period specified in this document.

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-K** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

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

6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. **We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, 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 through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.



Master RFP for SBI Innovation Centre



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

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

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**

### Annexure B- Bidder's Eligibility Criteria

#### Bidder's Eligibility Criteria

*Note: In case of open RFP, suitable eligibility criteria be fixed and mentioned in the table. A proforma and some of the indicative eligibility criteria are given below.*

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:

#### i. Commercials:

| Sr. No. | Eligibility Criteria                                                                                                                                                                                        | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                      |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.                                                                                                         |                     | Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |
| 2       | The Bidder must have a turnover of minimum Rs. 300 crores during each of the last 3 financial year(s).                                                                                                      |                     | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.                                                                                  |
| 3       | The Bidder should be profitable organization (on the basis of Operating Profit of last 3 financial years.                                                                                                   |                     | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant                                               |
| 4       | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                       |                     | Brief details of litigations, disputes, if any are to be given on Company's letter head.                                                                                                       |
| 5       | Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank during the last 3 years.                                                                                       |                     | Bidder should specifically confirm on their letter head in this regard.                                                                                                                        |
| 6       | Bidder should have been in operation for minimum 3 years                                                                                                                                                    |                     | Length of existence of Bidder should be mentioned.                                                                                                                                             |
| 7       | The Bidder should agree to the terms and conditions of Service Level Agreement (format placed at <b>Annexure-K</b> ), should they be selected in the reverse auction to execute the contract with the Bank. |                     | Bidder should specifically confirm on their letter head in this regard.                                                                                                                        |
| 8       | The Bidder should not have any Service Level Agreement pending to be signed with the                                                                                                                        |                     | Bidder should specifically confirm on their letter head in this regard.                                                                                                                        |

|    |                                                                                                                                                                                                                                                      |  |                                                                                                                                                                             |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI GITC as on the date of Bid submission.                                                                                                   |  |                                                                                                                                                                             |
| 9  | No change/ addition or deletion to be made by the Bidder to any of the clauses.                                                                                                                                                                      |  | Bidder should specifically confirm on their letter head in this regard.                                                                                                     |
| 10 | 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.                                                                               |  | Bidder should submit appropriate document.                                                                                                                                  |
| 11 | The Bidder should be able to start the project activity within 2 week from the date of purchase order/award of the Contract.                                                                                                                         |  | Bidder should submit undertaking on their letter head in this regard                                                                                                        |
| 12 | Bidder should have strong presence in India and should have office in Mumbai / Navi Mumbai area                                                                                                                                                      |  | Bidder should submit undertaking on their letter head in this regard                                                                                                        |
| 13 | Bidder (or their subcontractor) should have carried out at least three similar implementation of Innovation Center for large local / global banks/ financial institutions/ Govt. Organizations/ Public Sector Banks/ Fintech during last five years. |  | Bidder should submit details of such assignments including overall scope and Credential letter/ performance certificate                                                     |
| 14 | Bidder (or their subcontractor) should have experience on working on cutting edge technology (including hardware, software and infrastructure) along with the zones mentioned in this RFP across multiple innovation centres.                        |  | Bidder should submit number of Advanced technology AR, VR, IoT, Multimedia Room, Command Centre, Collaboration Technology, etc. mentioned in project scope along with zones |
| 15 | The Bidder Ability to provide round the clock support and Maintenance of Hardware, Software and fit outs.                                                                                                                                            |  | Bidders should detail as what level of support they provide for all three work streams and provide SLA Matrix during all working hours and days as per bank operation.      |



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

Signature

Seal of Company

**Marginal Comment:**

**As per actual requirements of the RFP, the above clauses may be suitably modified / deleted and / or new clauses may be added.**

**Annexure C1 – Interior Fitout Package**

- File 1 – 2.2\_Interior\_Fitout\_BoM\_22\_Aug\_2017.xlsx
- File 2 – 2.1\_Interior\_Fitout\_SoW\_22\_Aug\_2017.pdf
- Folder – Supporting\_Drawings (18 drawings)

**Annexure C2 – Technology Package**

- File 1 – 3.1\_Technology\_SoW\_22\_Aug\_2017.pdf
- File 2 – 3.2\_Technology\_BoM\_22\_Aug\_2017.xlsx
- File 3 – 3.3\_Technology\_Technical\_Specifications\_22\_Aug\_2017.xlsx
- File 4 – 3.4\_Technology\_Power\_Load\_22\_Aug\_2017.xlsx
- File 5 – 3.5\_Technology\_Network\_22\_Aug\_2017.xlsx
- File 6 – 3.6\_Technology\_Cabling\_Guidelines\_for\_AV\_System\_22\_Aug\_2017.pdf
- File 7 – 3.7\_Technology\_Power\_&\_Network\_Points.pdf

**Annexure C3 – Software Package**

- File 1 – 4.1\_Software\_SoW\_22\_Aug\_2017.pdf
- File 2 – 4.2\_Software\_BoM\_and\_Specifications\_22\_Aug\_2017.xlsx
- File 3 – 4.3\_Software\_VMS\_PathFinder\_MobileApp-Usecases.pdf

**Annexure D - Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 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<br>a. Name<br>b. Designation<br>c. Address<br>d. Phone Number (Landline)<br>e. Mobile Number<br>f. Fax Number<br>g. Email Address |         |

Signature and Seal of Company



**Annexure E - Format for EMD Bank Guarantee**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
-----  
  
-----

Dear Sir,

**EMD BANK GUARANTEE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING of Interior Fitout, Technology & Software AS ARE SET OUT IN THE SBI RFP NO.SBI:xx:xx DATED dd/mm/yyyy**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and *commissioning of .....*to State Bank of India and such services as are set out in the State Bank of India, Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

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

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings



between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

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

Notwithstanding anything contained hereinabove:

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

Yours faithfully,



For and on behalf of

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

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



**Annexure F - Performance Bank Guarantee**

**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/ Bidder**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of project work or services (hereinafter referred to as "**Services**") 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/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider. 4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, 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

**Annexure G - Non Disclosure Agreement**

**NON-DISCLOSURE AGREEMENT**

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

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

And

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

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.
  
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

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

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party 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 and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor, then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- (1) the statutory auditors of the Bank and
  - (2) Regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

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

4. **Miscellaneous**

- (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 H – Pre-bid Query Format**

**Pre-Bid Query Format**  
**(To be provided strictly in Excel format)**

| <b>Bidder Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/ Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|---------------------------|
|                    |               |                    |                       |                        |                           |
|                    |               |                    |                       |                        |                           |
|                    |               |                    |                       |                        |                           |
|                    |               |                    |                       |                        |                           |



## Annexure I – Pre-contract integrity pact

**PRE CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its -----Department / Office at -----,-----, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie

found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original Bidders or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any information provided by the BUYER as part of the business

relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4. Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI or its Subsidiary Banks. However, payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it

or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the



contract has already been concluded.

**7. Independent Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

.....  
.....  
.....  
.....

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**10. Other Legal Actions**



The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

For BUYER  
Name of the Officer.  
Designation  
Office / Department / Branch  
State Bank of India.

For BIDDER  
Chief Executive Officer

Witness

1

2

Witness

1.

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**Note: This agreement will require stamp duty as applicable in the State where it is executed.**

### Annexure K - SLA & Penalty Document

1. Delivery of all equipment should be within 4 weeks from date of Purchase Order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 6 weeks from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to Bidder. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
2. The Bidder warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Bidder further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Bidder that may develop under normal use of the supplied products in the conditions prevailing in India.
3. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier.
4. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
5. The Bidder shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Bidder, these guarantees are not attained in whole or in part the Bidder shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
6. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The Bidder will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The Bidder will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Bidder shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
7. During the term of the contract, the BIDDER will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the Bidder will provide these services.
  - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours



i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the BIDDER are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the BIDDER shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the BIDDER shall keep sufficient stock of spares at Bank’s premises and at the premises of The BIDDER.

- c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Bidder’s maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 hours depending upon the criticality of the components.
- d) The BIDDER shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
- e) The BIDDER shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99 % of the time on a 365 x 24 x 7 basis.
- f) For purpose of calculating penalty, uptime is calculated as under :

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

Total hours during the month = No. of working days x 12 hours

- g) Penalties for SLA uptime shall be as under;

| S. No. | Uptime Range (%)      | Penalty (%) |
|--------|-----------------------|-------------|
| 1.     | Below 99 and above 95 | 2           |
| 2.     | Below 95 and above 90 | 5           |
| 3.     | Below 90              | 10          |

- h) The BIDDER shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- i) **Preventive maintenance:** the BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the BIDDER recognizes Bank’s operational needs and agrees that Bank shall have the right to require the BIDDER to adjourn



preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

- j) All engineering changes generally adopted hereafter by the BIDDER for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
  - k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
  - l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The BIDDER's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the BIDDER'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
  - m) The BIDDER shall provide replacement equipment if any equipment is out of the premises for repairs.
7. Any worn or defective parts withdrawn from the equipment and replaced by the BIDDER shall become the property of the BIDDER and the parts replacing the withdrawn parts shall become the property of Bank.
  8. The BIDDER's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
  9. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the BIDDER shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the BIDDER shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the BIDDER.
  10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
  11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
  12. If, in any month, the BIDDER does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the BIDDER was credited without deducting the proportionate

maintenance charges for that month, the Bank can deduct the same from future payments payable or the BIDDER shall refund the amount forthwith to Bank on demand by Bank.

13. On account of any negligence, commission or omission by the engineers of the BIDDER and if any loss or damage caused to the Equipment, the BIDDER shall indemnify/pay/reimburse the loss suffered by the BANK.

14. **Future additions of Hardware / Software:**

14.1 The Bank would have the right to:

- a) Shift supplied systems to an alternative site of its choice.
- b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another Bidder.
- c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the Bidder, or another Bidder, or developed in-house.

provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the BIDDER cost of performing repair and maintenance service.

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

15. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Bidder. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing Bidder is breach of this obligation, they shall be liable for paying a penalty as described in this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

**Annexure L – Functionality Document**

**File - 1.1\_SBI\_Innovation\_Centre\_Functionality\_Document\_22\_Aug\_2017.pdf**