



**REQUEST FOR PROPOSAL**  
FOR  
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF  
INTERIOR FITOUT, HARDWARE AND CONTENT  
FOR SETTING UP OF  
SBI INNOVATION CENTRE

**Ref: SBI/GITC/Innovation Center/2017/2018/458**

**Dated: 19/12/2017**

**Collaborative Innovation Centre  
SBI Global IT Centre  
Sector 11, CBD Belapur  
Navi Mumbai, Maharashtra  
Contact – [head.sbicc@sbi.co.in](mailto:head.sbicc@sbi.co.in), [cic.team@sbi.co.in](mailto:cic.team@sbi.co.in)**

**TABLE OF CONTENTS**

<b>1.</b>	<b>BID DETAILS .....</b>	<b>4</b>
<b>2.</b>	<b>SCHEDULE OF EVENTS.....</b>	<b>6</b>
<b>3.</b>	<b>OVERVIEW .....</b>	<b>7</b>
<b>4.</b>	<b>INVITATION .....</b>	<b>8</b>
<b>5.</b>	<b>RFP TERMINOLOGY .....</b>	<b>9</b>
<b>6.</b>	<b>ELIGIBILITY CRITERIA.....</b>	<b>10</b>
<b>7.</b>	<b>SCOPE.....</b>	<b>11</b>
<b>8.</b>	<b>DISCLAIMER .....</b>	<b>15</b>
<b>9.</b>	<b>PERFORMANCE BANK GUARANTEE.....</b>	<b>16</b>
<b>10.</b>	<b>BIDDING DOCUMENT .....</b>	<b>17</b>
<b>11.</b>	<b>BIDDING PROCESS .....</b>	<b>20</b>
<b>12.</b>	<b>PREPARATION AND SUBMISSION OF BIDS.....</b>	<b>21</b>
<b>13.</b>	<b>OPENING AND EVALUATION OF BIDS .....</b>	<b>24</b>
<b>14.</b>	<b>PROJECT BUILD-OUT PHASE TIMELINE .....</b>	<b>25</b>
<b>15.</b>	<b>AWARD AND SIGNING OF CONTRACT .....</b>	<b>26</b>
<b>16.</b>	<b>SUBCONTRACTING.....</b>	<b>27</b>
<b>17.</b>	<b>MATERIAL DELIVERY GUIDELINES .....</b>	<b>28</b>
<b>18.</b>	<b>CONFLICT OF INTEREST .....</b>	<b>29</b>
<b>19.</b>	<b>PATENT RIGHTS .....</b>	<b>31</b>
<b>20.</b>	<b>POWERS TO VARY OR OMIT WORK.....</b>	<b>32</b>
<b>21.</b>	<b>NO WAIVER OF BANK RIGHTS OR SUCCESSFUL BIDDER’S LIABILITY .....</b>	<b>33</b>
<b>22.</b>	<b>INSPECTION AND QUALITY CONTROL AND AUDIT.....</b>	<b>34</b>
<b>23.</b>	<b>CANCELLATION OF CONTRACT .....</b>	<b>36</b>
<b>24.</b>	<b>DELAY IN THE BIDDER’S PERFORMANCE.....</b>	<b>37</b>
<b>25.</b>	<b>LIQUIDATED DAMAGES .....</b>	<b>38</b>
<b>26.</b>	<b>TERMINATION FOR DEFAULT .....</b>	<b>39</b>
<b>27.</b>	<b>FORCE MAJEURE .....</b>	<b>40</b>
<b>28.</b>	<b>TERMINATION FOR INSOLVENCY .....</b>	<b>41</b>
<b>29.</b>	<b>GOVERNING LAW AND DISPUTES.....</b>	<b>42</b>
<b>30.</b>	<b>GOVERNING LANGUAGE .....</b>	<b>43</b>
<b>31.</b>	<b>GOVERNING LAW.....</b>	<b>44</b>
<b>32.</b>	<b>NOTICES .....</b>	<b>45</b>
<b>33.</b>	<b>TAXES AND DUTIES .....</b>	<b>46</b>
<b>34.</b>	<b>BIDDER’S OBLIGATIONS.....</b>	<b>47</b>
<b>35.</b>	<b>SERVICES .....</b>	<b>48</b>
<b>36.</b>	<b>TRANSITION CLAUSE.....</b>	<b>49</b>
<b>37.</b>	<b>EARNEST MONEY DEPOSIT (EMD).....</b>	<b>50</b>
<b>38.</b>	<b>TERMS AND CONDITIONS.....</b>	<b>51</b>

39.	<b>PRE-CONTRACT INTEGRITY PACT .....</b>	<b>53</b>
40.	<b>FINAL COMPLETION CERTIFICATE .....</b>	<b>54</b>
41.	<b>MAINTENANCE AND DEFECTS.....</b>	<b>55</b>
42.	<b>MEASUREMENT .....</b>	<b>57</b>
43.	<b>CHANGE IN ORDERS.....</b>	<b>59</b>
44.	<b>CONTRACT AMENDMENTS .....</b>	<b>60</b>
45.	<b>BANK’S RIGHT TO ACCEPT/REJECT BIDS.....</b>	<b>61</b>
46.	<b>TERMS OF PAYMENT .....</b>	<b>62</b>
47.	<b>RIGHT TO VERIFICATION .....</b>	<b>63</b>
48.	<b>INSURANCE .....</b>	<b>64</b>
49.	<b>LIMITATION OF LIABILITY .....</b>	<b>70</b>
50.	<b>CONFIDENTIALITY .....</b>	<b>71</b>
51.	<b>FRAUD &amp; CORRUPT PRACTICES .....</b>	<b>72</b>
52.	<b>TERMINATION FOR CONVENIENCE .....</b>	<b>73</b>
53.	<b>DISPUTES/ARBITRATION .....</b>	<b>74</b>
54.	<b>RIGHT TO USE DEFECTIVE PRODUCT(S).....</b>	<b>75</b>
	<b>ANNEXURE A – BID FORM.....</b>	<b>77</b>
	<b>ANNEXURE B – BIDDER’S ELIGIBILITY CRITERIA .....</b>	<b>79</b>
	<b>ANNEXURE C – RFP PACKAGES .....</b>	<b>82</b>
	<b>ANNEXURE D – BIDDER’S DETAILS .....</b>	<b>83</b>
	<b>ANNEXURE E – FORMAT FOR EMD BANK GUARANTEE .....</b>	<b>84</b>
	<b>ANNEXURE F – FORMAT FOR PERFORMANCE BANK GUARANTEE .....</b>	<b>86</b>
	<b>ANNEXURE G – NON-DISCLOSURE AGREEMENT.....</b>	<b>89</b>
	<b>ANNEXURE H – PRE-BID QUERY FORMAT .....</b>	<b>93</b>
	<b>ANNEXURE I – PRE-CONTRACT INTEGRITY PACT.....</b>	<b>94</b>
	<b>ANNEXURE J – SLA &amp; PENALTY DOCUMENT .....</b>	<b>100</b>
	<b>ANNEXURE K – TECHNOLOGY FUNCTIONALITY DOCUMENT .....</b>	<b>105</b>
	<b>ANNEXURE L – MANUFACTURERS' AUTHORIZATION FORM.....</b>	<b>106</b>
	<b>ANNEXURE M – PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE DELIVERABLES.....</b>	<b>107</b>
	<b>ANNEXURE N – FORMAT FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT .</b>	<b>109</b>
	<b>ANNEXURE O – WARRANTY COMPLIANCE SHEET .....</b>	<b>112</b>
	<b>ANNEXURE P – COMMERCIAL BID FORMAT.....</b>	<b>113</b>

## 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 – <a href="mailto:head.sbicic@sbi.co.in">head.sbicic@sbi.co.in</a> , <a href="mailto:cic.team@sbi.co.in">cic.team@sbi.co.in</a>
Bid Security (EMD)	INR 10 lakhs Validity period from the date of bid opening – 120 days Further details as specified under Clause 37.
Bid Participation fees	INR 10,000 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 PO, and shall be valid up to the Project Duration and such other extended period as the Bank may decide for due fulfillment of the project obligations
Bank Guarantee against Advance	Bank Guarantee for 20% of Contract Value at the time of PO release by the Bank and shall be valid for 180 days or such other extended period as the Bank may decide for due fulfillment of the project obligations
Price validity from the date of price discovery	150 days from the date of purchase order
Contact details of agency appointed for conducting Reverse Auction	e-Procurement Technologies Pvt. Ltd. ( <a href="http://abcprocure.com">abcprocure.com</a> ) 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
Mobilization period	2 weeks from the letter of award/intent or date of purchase order
Timeline for handing over the complete possession of premises	120 Days from date of purchase order on the final agreed BoM and terms. Refer Clause 14 - Project build out phase timeline. Stabilization period will start after this date.

Stabilization Period	30 days after Go-Live date
Defects Liability Period (DLP)	1 year after the end of Stabilization period
Annual Maintenance Contract (AMC)	2 years after the end of DLP period
Warranty	Product-wise standard warranty & associated services by the OEM
Terms of payment	Refer Terms and Conditions Clause 46 - Terms of payment
Project site	3 <sup>rd</sup> Floor, SBI Global IT Centre Sector 11, CBD Belapur. Navi Mumbai, Maharashtra

## 2. Schedule of events

Events	Date	Remarks
Date of commencement of Bidding process	19 <sup>th</sup> December 2017	RFP Issuance Date
Pre-Bid Meeting	26 <sup>th</sup> December 2017, 11 am SBI Global IT Centre Sector 11, CBD Belapur, Navi Mumbai, Maharashtra	The Bank may, at its sole discretion, organize a pre-bid meeting, provide project overview and overall design walkthrough, 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 receipt of written queries for clarification from bidders	28 <sup>th</sup> December 2017, 3 pm	Any queries received by the Bank after this date & time will not be entertained.
Last Date and Time for Bid Submission	10 <sup>th</sup> January 2018, 2 pm	
Date and Time of Technical Bid Opening	10 <sup>th</sup> January 2018, 3 pm	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 the bidder's representatives
Declaration of Shortlisted bidders for Reverse Auction	15 <sup>th</sup> January 2018, 3 pm	Will be informed to all the bidders
Date of Reverse Auction	TBD	Will be informed to the shortlisted bidders
Declaration of L1 Bidder	TBD	Will be informed to the shortlisted bidders

**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 Interior Fit-outs, Hardware and A/V Content for setting up the Innovation Centre at SBI GITC Building, Navi Mumbai and at the bank's discretion, also at other places within India such as at Kolkata.
- 4.2. To meet the requirement, the Bank proposes to invite tenders from eligible system integrators to undertake supply, installation, testing, commissioning and maintenance of Hardware, Content & 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, Hardware & Content) 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 described 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/Hardware which the Bidder is required to supply to the Bank under the Contract.
- 5.8.** “The Services” means those services ancillaries 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 Hardware, Content & 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.
- 5.12.** “Project Duration” means end of AMC period of 2 years after the Defects Liability Period.

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 showcase 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 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 the 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 Areas:

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

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

**7.6. Design Principles:**

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

**7.7. Zone-wise details:**

S. No.	Zones	Area (Sq. Ft.)	Seating Capacity (Min)	Seating capacity (Max)
1	Reception	275	-	-
2	Customer Experience Tunnel	475	-	-
3	Collaboration Experience Tunnel		-	-
4	Holographic Projection Screen	425	-	-
5	Interactive Digital Well		-	-
6	Immersive Experience Zone	510	12	15
7	Collaboration Lounge	605	6	8
8	Idea Stage / TED Stage	675	9	20
9	IOT Zone	75	4	4
10	Multipurpose Pod	75	4	4
11	AR Zone	75	4	4

For details on the technology functionality of the zones, refer **Annexure K.**

**7.8. Scope of work**

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

**a) Interior Fit-out Package:**

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) Hardware Package:**

Supply, installation, testing and commissioning of Audio Visual equipment, i.e. Interactive Screens, Collaboration

Solutions (e.g. Video Conferencing), High-tech solution (Augmented Reality & Virtual Reality), IRIS & Biometric scanners, Audio Devices, Projectors, Workstation devices, Smart Kiosk, Movable brackets, etc.

**c) Content Package:** Content conceptualization, story-boarding, development, implementation & testing of content as mentioned in Content BoM.

12	VR Zone	75	4	4
13	RegTech Zone	275	4	4
14	FinTech Zone		4	5
15	Command Experience Centre	585	4	4
16	Partner Demo Zone	320	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	545	5	6
22	Global Innovation Platform	310	2	2
23	Hybrid Inter-Operable Cloud		1	1
24	Interaction Café	520	4	6
25	Collaborative Flash Kitchen		8	8
26	Health Zone	625	3	3
27	Game Zone		4	4
28	De-Stress Zone		2	4
29	Happiness Zone	325	2	4
30	Meeting Room		4	6
31	Automated Recruitment, Interview and Examination Zone		4	4
32	Team Room	515	3	4
33	Multifunctional Zone		5	6
34	Flash VC Zone		4	6
35	Multipurpose Room	190	1	2
36	Sleeping Pods	140	3	3
37	Ideation & Collaboration	210	10	15
38	Workstations	900	24	40
39	Flash Private Workstation		2	2
40	Partner's Zone	750	16	29
41	Edification / Training Zone	655	18	20
42	Intelligent Asset Zone	140	-	-
43	CIC Technical Support Room	100	-	-



Additionally, the Bidder to deploy a dedicated full-time resource on-site for the multimedia production zone and day-to-day operational management, monitoring of the equipment & the hardware in the Innovation Centre. The resource will have to provide training to SBI staff during the first year of operation post Go-Live date, before the transition to the SBI team for the AMC period.

Detailed Scope of Work for each package (Interior Fit-out, Hardware & Content) is outlined as Annexure to this Master RFP.

The Bidder must participate in all 3 packages listed below.

<b>Package</b>	<b>Annexure</b>	<b>Document/Folder Reference</b>
Interior Fit-out	Annexure C1	Annexure_C1_Interior_Fitout_Package
Hardware	Annexure C2	Annexure_C2_Hardware_Package
Content	Annexure C3	Annexure_C3_Content_Package

**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 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 must 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. Contents of Bidding Document:**

- 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.
- 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.
- 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.
- Bid is open to all Bidders who meet the eligibility criteria and technical & functional specifications and scope of work as given in Annexure B, C1, C2 & C3, K of this document. The Bidder must submit the documents substantiating eligibility criteria as mentioned in this RFP document.

**10.3. Clarifications and Amendments**

- 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.
- 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.
- 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.
- 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.

- SBI, at its own discretion, may extend the deadline for submission of Bids 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.
- 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.
- Queries received after the scheduled date and time will not be responded/acted upon.

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

- Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- 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.
- 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.
- 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:**

- 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.
- 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.
- No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- 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.
- Withdrawn Bids, if any, will be returned unopened to the Bidders.

**10.6. Period of Validity of Bids:**

- Bids shall remain valid for 120 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.
- 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.
- 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:**

- Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of SBI.
- The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product for 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:**

- 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.
- 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**

- 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.
- 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, shall become eligible for further RFP evaluation process.
- 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.
- 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.
- The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 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.
- 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.
- Bidders must 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:
- i. All the pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
  - ii. Bid covering letter/Bid form on the lines of **Annexure A** on Bidder's letter head.
  - iii. Eligibility criteria as per **Annexure B** and all supporting documents
  - iv. Response to each SoW mentioned in **Annexure C1, C2 and C3** – as separate documents and list the potential makes for each line item mentioned in the BoM.
  - v. Bidder should submit warranty details as per the format in **Annexure O** for each component of the BoM mentioned in **Annexure C1, C2 and C3**.
  - vi. Bidder's details as per **Annexure D** on Bidder's letter head.
  - vii. Earnest Money Deposit (EMD) as specified in **Annexure E**
  - viii. Performance Bank Guarantee as per **Annexure F**
  - ix. Non-Disclosure Agreement as per **Annexure G**
  - x. The bidder should also submit PRE-CONTRACT INTEGRITY PACT as prescribed by the Govt. of India in **Annexure I** duly signed by the Bidder on each page and by two witnesses
  - xi. Bank Guarantee against Advance Payment as per **Annexure N**
- b) The Second sealed envelope prominently marked as **Commercial Bid** for **<RFP Name>** in response to the **<RFP No.>** dated **<Date of RFP Issue>**. This envelope should contain BoM item-wise commercial bid as per the format in **Annexure C1, C2 & C3** and the summary to be as per the format in **Annexure P**. The Indicative Price and make 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 clarification of the Bid or site visit to the one of the Innovation Centre 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.
- xvii. The Bidder has to read the drawings in conjunction with the technical specifications and the BoM to obtain all the necessary information for submission of the offer. In the event of any discrepancy between the details and/or description given in the BoM, the drawings and the technical specifications then the item shall be deemed to have been priced in accordance with the details and/or description given in the following order or precedence:
  - a. Bill of Materials (as prevalent at that time)
  - b. Technical Specifications
  - c. Drawings

In all the cases, it is understood that the details and/or description not specifically mentioned in the BoM and/or the drawings shall be the same as those mentioned in the technical specifications, unless/otherwise specifically clarified by the Bank.

- d) Commercial details
- i. The bid return shall include details (specifications sheet, etc.) of all equipment to be supplied.
  - ii. Unit prices for each equipment to be provided by the Bidder in the BoM attached.
  - iii. Bank is not responsible for any formulas that may be resident in the bill of material sheet. The results of any calculations in the schedule are sole responsibility of the bidder.
  - iv. The design intent of the system may require equipment not listed in the attached BoM, but are indicated elsewhere in the contract documents, in either the drawings or the written specification. It is the sole responsibility of the bidder to get requirements clarified from the Bank.
  - v. No claims for additional equipment will be allowed, if the sole reason for such claims is that the equipment was not listed in the attached BoM. It is the sole responsibility of the bidder to verify the completeness of the design and BoM. Hence, discrepancy in design should be highlighted before submission of the commercial bid else, it shall be deemed that bidder has understood the design and the functionality shall be delivered as per functionality requirement at no additional cost.
  - vi. Equipment costs shall reflect all required modifications and accessories.
  - vii. All substitutions for specified equipment shall be listed and individually priced.

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 based on 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 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**

- The plan below shows the proposed tentative timelines for the complete build out and launch of the Innovation Centre. Each of the activity & sub-activity timelines can be changed by SBI in future.

Activity	Timeline (in days)	Deliverables
Project kickoff & team mobilization	T0	Project Team Profiles List with CVs
		Detailed Project Plan
		Long lead Item list with delivery timeline
Demolition	T0 + 15	Demolition rebate note
Material finalization	T0 + 18	Shop Drawings Submission
		Sample approvals
Project initiation documentation	T0 + 25	Insurance Policy Submission
		Copy of PO submission to OEMs/Sub-contractors.
Interior work	T0 + 50	25% Interior works
UPS & Server Room completion	T0 + 75	100% UPS Room, 100% Server room, 75% interior work completion & 25% of Hardware work completion
Interior work completion	T0 + 100	100% Interior Work & 75% Hardware work completion, 50% Content Work
Hardware work completion	T0 + 110	100% Hardware work, 100% Content work and Testing completion
Go-Live	T0 + 120	Successful demonstration of all AV equipment and content, handover of project documents & designs/floor plans
Project stabilization completion	T0 + 150	Snag list closure and signoff, list of all warranty documents product-wise

- Time is the essence of the Contract. The Bidder shall be prepared to work in other areas simultaneously if required by the Bank to match the overall completion schedule of the project.
- Above timeline includes working on all days of the week including Saturday & Sunday. The Bidder will have to align their staff working on the project as per the Labour Law regulations.

**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 must 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) as per **Annexure G**, Performance Bank Guarantee for the amount and validity as desired in clause 1 as per **Annexure F** 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 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 subject to below mentioned conditions in section 16.1.1. However, the Bank will hold the lead bidder responsible and accountable for the entire project.

16.1.1. Indicative list of all sub-contractors needs to be submitted along with technical bid. The successful bidder shall submit the final list of 6 sub-contractors, within 48 hours of completion of reverse auction, from the indicative list of subcontractors submitted along with technical bid. Any deviation to this shall lead to disqualification of the Bidder. All responsibilities related to the project or sub-contractors' act(s)/omission/negligence should be on the Bidder irrespective of Bank's permission for sub-contracting.

**16.2.** 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.

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

**17. Material delivery guidelines**

- i. Reconfirm before delivery that hallways, stairways, passageways, doorways, room entries etc. have sufficient size to accommodate the passage and installation of the equipment.
- ii. Actual dates of delivery shall be under the absolute control of the Bank. The dates and timelines for delivery and installation are critical to successful completion of the project. Deliveries shall be accepted only from Monday – Friday during 9 am to 6 pm, as per Bank’s instructions, unless otherwise instructed. Prior notice and approval from Bank is must before delivery is attempted.
- iii. The bidder will be accountable for all STPI related coordination related to invoice preparation, delivery challans and bonded items.
- iv. The bidder will be responsible to get all the required approvals, permission from facility manager & local governing bodies for delivery of equipment to the project site.
- v. Country of Origin / Eligibility of Goods & Services:
  - a. All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
  - b. For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**18. 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:

**18.1.** 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 considered 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

**18.2.** A constituent of such Bidder is also a constituent of another Bidder;

OR

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

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

OR

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

able to have access to each other's information about, or to influence the Bid of either or each other;

OR

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.

**19. Patent Rights**

**19.1.** 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.

**19.2.** 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 secret or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.

**19.3.** 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.

**19.4.** 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.

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

**20.1.** 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.

**20.2.** Non-availability of materials – If for some reasons, the materials mentioned in the approved brand of manufacturers or the BoM are not available, the same shall be brought to the notice of the Bank in writing by the Bidder. No alternative material shall be used without the Bank's written approval.

**20.3.** 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, 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.

**20.4.** If any change in the work is likely to result in reduction in cost, the parties shall agree in writing 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.

**20.5.** Bank will keep the right to change the project timelines & delivery date of the goods in the Bank's premise. Selected bidder must take SBI permission before the procurement of the goods and before the delivery of the goods. The Bidder should have enough & suitable warehousing provision to stock the products for duration of the project.



**21. 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.

**22. Inspection and Quality Control and Audit**

**22.1.** 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.

**22.2.** 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' 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.
- g) Bidder should submit appropriate document for Quality Assurance certification from independent Third party during the pre-delivery stage and at periodical intervals.

**22.3.** 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 because 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.

**22.4.** Nothing stated hereinabove shall in any way release the Bidder from any warranty or other obligations under this contract.

**22.5.** The Selected Bidder (Service Provider) must 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 related to Product and Services provided under the agreement. All costs for such audit shall be borne by the Bank.

Whenever the facility (Innovation Centre) is audited by any internal / external auditors appointed by the Bank or any regulatory agency, the bidder would provide all documents and support throughout the audit process and help Bank to close all / any audit observations.

**22.6.** 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.

**22.7.** 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. However, Service Provider shall not be obligated to provide its books and records which are not related to Product and Services provided under the agreement and/or Service Provider's customers' confidential information.

**22.8.** The proposed work can be inspected by the CTE's Organization – a wing of Chief Vigilance Commission. The Bidder shall assist & coordinate everything necessary for the purpose of successful completion of this inspection.

**23. 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

**24. Delay in the Bidder's Performance**

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

**24.2.** 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.

**24.3.** 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).

**25. Liquidated Damages**

- If the Bidder fails to deliver any or all 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. If the service provide fails to deliver any/or all of the products or fails to perform the services within the stipulated time, schedule as specified in this agreement, the Bank may, without prejudice to its other remedies under the agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the project cost, as liquidated damages is sum equivalent to 0.5% of total project cost for delay of each week or part thereof maximum up to 5% of total project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.
- Liquidated Damages will not be applicable in case the reason for delay is directly and solely attributable to the Bank.
- 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.

**26. Termination for Default**

**26.1.** 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:

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

**26.2.** 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 like those undelivered, and subject to Clause 49 (Limitation of Liability) of this RFP, 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.

**26.3.** 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.

**26.4.** 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.

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

**27. Force Majeure**

**27.1.** 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.

**27.2.** 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.

**27.3.** 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.



**28. 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.
- Bank will not provide any compensation, but vendor would be entitled to receive payments for services & products (if any) delivered until the effective date of such termination.

**29. Governing Law and Disputes**

**29.1.** All disputes or differences whatsoever arising between the parties out of or about 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.

**29.2.** 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.

**29.3.** 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.

**30. Governing Language**

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

**31. Governing Law**

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

**32. 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.

**33. Taxes and Duties**

**33.1.** 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 shall include all such taxes in the contract price.

**33.2.** 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**).

**33.3.** Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. about delivery of products at site 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**.

**33.4.** 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.

**33.5.** 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.

**33.6.** All expenses, stamp duty and other charges/ expenses about the execution of the Agreement because of this RFP process shall be borne by the Bidder.

**33.7.** Tax Deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations 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.

**33.8.** 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 regarding such deductions thereof as may be imposed on him by such laws and regulations.

**34. Bidder's obligations**

- a) Water supply and Electric power for construction shall be charged at 1% of the Contract value and shall be deducted from the Final Bill.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) The bidders are strongly advised to visit and examine the site (prior to pre-bid meeting) and to obtain himself, on his own responsibility, all information, such as the architectural and interior drawings, that may be necessary for preparing the Bid and entering into a Contract. The expenditures of visiting the sites shall be at bidders own expenses. The bidders should do necessary environmental survey for cabling, containments (conduiting and raceways) and towards RF implementation (using specific analysers meant for wireless microphone system installation across the facility).

**35. Services**

**35.1.** All professional services necessary to successfully implement the proposed solution will be part of the RFP.

**35.2.** The Bidder should submit as part of technical Bid an overview of the approach for the proposed project.

**35.3.** The Bidder should ensure that the Bidder's key personnel with relevant skill are always available to the Bank.

**35.4.** The Bidder should ensure the quality of methodologies for delivering the services described in their proposal and its adherence to quality standards.

**35.5.** The Bidder should be willing to transfer skills to relevant Bank Personnel by means of training and documentation and their prescribed knowledge transfer method.



**36. 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 5% of Contract Value on demand to the Bank, which may be settled from the payment of invoices or performance bank guarantee for the contracted period.

**37. Earnest Money Deposit (EMD)**

- The Bidder shall furnish EMD for the amount and validity period mentioned in Clause 1 of this document.
- EMD is required to protect the Bank against the risk of Bidder's conduct.
- 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.
- Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- 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**.
- No interest is payable on EMD.
- The EMD may be forfeited: -
  - If a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - 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
  - If the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time in the RFP/Purchase Order.
  - 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.

**38. Terms and Conditions**

**38.1.** The Bank 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.

**38.2.** Any Bid not containing sufficient information, in view of the Bank, to permit a thorough analysis may be rejected.

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

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

**38.5.** The Bank also reserves the right to alter / modify any / some / any / some / all 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.

**38.6.** Bids not conforming to the requirements of the RFP may not be considered by the Bank. 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.

**38.7.** Bidders who do not meet the eligibility criteria stipulated by the Bank will not be considered for further evaluation.

**38.8.** The Bank 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 in the sole opinion of the Bank is a ground for cancellation of the RFP.

**38.9.** The Bank reserves the right to verify the validity of bid information and to reject any bid or to 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.

**38.10.** The Bank reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology, etc.

**38.11.** During the term of agreement, the bidder will not hire or retain, either as an employee or consultant any employee of the 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.

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

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

**38.14.** The Bidder must 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.

**39. 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 pre-contract integrity pact shall not be considered.

**40. 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 the following by the Bidder: -

- Completing all the snags and minor balance works within 15 days or earlier, as directed by the Project Manager during the stabilization period.
- Professionally cleaning entire project site in ready-to-occupy condition for the Bank.
- 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.
- Dismantling the site office, if any, removing and clearing the debris, leveling the surface and handing over of the project site 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 acceptance of the works, certified by the Project Manager in accordance with Clause 40 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.

If any manufacturing defects/poor workmanship are found during the Defects Liability Period (DLP), then the contractor shall be liable for repair/ replacement of the same at his own cost.

**The defects liability period shall be equivalent to one (1) calendar year from the date of issue of Certificate of Completion at the end of stabilization period.**

**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.

**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 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.

**41.6. Penalty and SLA conditions:**

Penalties and SLA conditions are mentioned in **Annexure J** of the Interior Fit-out, Hardware, and Content.



## 42. Measurement

### 42.1. Quantities

- a) The quantities set out in the bill of material 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 Materials
  - 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 BoM, 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 Bidder 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 about 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.

**43.3.** Should it be found after the completion of the works form measurements taken in accordance with the Clause 42 above that any of the quantities or amounts of works thus ascertained are less or more than the specified for the works in the priced schedule of quantities and/or that any variation is made, from the tendered BoM by operating additional item called "extra item" or "substitute item" in substitution of some tendered items, the rate and the valuation thereof, unless previously or otherwise agreed upon shall be made with the following rules:-

- i. The net rates or prices in the original RFP shall determine the valuation of the extra work where extra work is of a similar character and executed under similar conditions as the work priced therein.
- ii. The net rates or prices in the original RFP shall determine the value of items omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under (c) hereof.
- iii. Where the extra works are not of similar character and/or not executed under similar condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out of if the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Bank, the net rate or price contained in the priced BoM or RFP or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Bidder or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or prices as in the circumstances, the Bidder shall think reasonable and proper, on the basis of actual cost of work involved plus 15% towards the Bidder's overhead and profits, which shall be final and binding on the Bidder. No escalation shall be entertained on the extra or deviated items.
- iv. The measurement and valuation in respect of the Final Contract as executed shall be completed within the "period of Final Measurement" or within 3 months of the completion of the contracted works as defined under the Certificate of Virtual Completion, that will be given by the winning bidder.

**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 award of contract, 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 below:

- Payment will be made on as per the work completed or based on the supply of items certified by SBI/SBI representative 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.
- All payments will be made against primary bidder invoice only except for the items which are as per law of regulatory bodies, should be paid directly to the provider (e.g. Internet bandwidth). Bidder must raise satisfactory proof for the same.
- The payment schedule is as follows:

Milestone	% of Contract value
Advance Payment against Bank Guarantee (along with SBI Purchase Order to successful bidder)	20%
Civil wet work, raceway work completion and AC copper pipe work completion, material delivery, inspection and signoff	20%
UPS room and Server room handover and material delivery, inspection and signoff	20%
Fit-out works completion (Interior Fit-out package), acceptance test & signoff	10%
Technology works completion, acceptance test & signoff and <b>Successful Go-Live</b> and return of Advance Bank Guarantee	10%
End of Stabilization period	10%
End of DLP, Training completion & Start of 1 <sup>st</sup> Year AMC	5%
Start of 2 <sup>nd</sup> Year AMC	5%
<b>Grand Total</b>	<b>100%</b>

Performance Bank Guarantee will not bear any interest whatsoever. In case the contractor is not responding during the defects liability period, the Bank reserves 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 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 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 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 must 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 effected 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 must 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 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 subcontractor employed by the 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:
  - 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 always 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 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.
- 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 must 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.

- 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 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 about this Agreement for an amount exceeding the total Cost of the Project.

**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

**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, 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.
- The Bidder would be entitled to receive payments for services & products delivered (if any) until the effective date of such termination.

**53. Disputes/Arbitration**

- All disputes or differences whatsoever arising between the parties out of or about 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. Right to use defective product(s)**

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

\*\*\*\*\*

## ANNEXURES

<b>Annexure</b>	<b>Index</b>
A	Bid Form
B	Bidder's Eligibility criteria
C1	Interior Fit-out Package
C2	Hardware Package
C3	Content Package
D	Bidder's Details
E	Format for Earnest Money Deposit Bank Guarantee
F	Format for Performance Bank Guarantee
G	Non-Disclosure Agreement
H	Pre-Bid Query Format
I	Pre-Contract Integrity Pact
J	SLA & Penalty Document
K	Technology Functionality Document
L	Manufacturers' Authorization Form
M	Proforma of Certificate to be issued by the Bank after successful commissioning and acceptance of the deliverables
N	Format for Advance Bank Guarantee
O	Warranty Compliance Sheet
P	Commercial Bid Format

**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.

1. 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 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.
2. 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.
3. We agree to abide by all the Bid terms and conditions, contents of the Service Level Agreement as per sample available at **Annexure J** 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.
4. Until a formal contract is prepared and executed, this RFP together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
5. 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".
6. 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.

- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 12. 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 solely responsible for the due performance of the Contract.
- 13. 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).
- 14. 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.
- 15. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

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

\_\_\_\_\_

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

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**

### Annexure B – 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:

#### ii. 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. 75 crores in 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 based on 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 as on the date of Bid submission                                                                                                                  |                     | 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 J</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 Bank for more than 6 months from the date of issue of purchase order issued                                           |                     | Bidder should specifically confirm on their letter head in this regard.                                                                                                                        |

|    |                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | 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 1 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 implementations of Innovation Centre for large local / global banks/ financial institutions/ Govt. organizations/ Public Sector Banks/ Fintech during last five years |  | <p>Bidder should submit details of such assignments including overall scope and Credential letter/ performance certificate.</p> <p>If the bidder has created innovation centers in their own premises can be considered.</p> |
| 14 | Bidder (or their subcontractor) should have experience on working on cutting edge technology (including hardware, Content and infrastructure) along with the zones mentioned in this RFP across multiple innovation centers                          |  | 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's ability to provide support and maintenance of Interior Fit-out, Hardware and Content                                                                                                                                                    |  | Bidders should detail as what level of support they provide for all three work streams and provide SLA Matrix.                                                                                                               |



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 C – RFP Packages**

**Annexure C1 – Interior Fit-out Package**

File 1 - 1.1\_Interior\_Fitout\_SoW\_19Dec2017.pdf  
File 2 - 1.2\_Interior\_Fitout\_BoM\_19Dec2017.xlsx  
Folder 1 - Interior\_Fitout\_Supporting\_Drawings  
Folder 2 - Shared\_Services\_Supporting\_Drawings

**Annexure C2 – Hardware Package**

File 1 - 2.1\_Hardware\_SoW\_19Dec2017.pdf  
File 2 - 2.2\_Hardware\_BoM\_19Dec2017.xlsx  
File 3 - 2.3\_Hardware\_BoM\_NetworkPorts\_19Dec2017.xlsx  
File 4 - 2.4\_Hardware\_BoM\_Power\_Load\_&\_Heat\_Dissipation\_19Dec2017.xlsx  
Folder - Hardware\_Supporting\_Drawings

**Annexure C3 – Content Package**

File 1 - 3.1\_Content\_SoW\_19Dec2017.pdf  
File 2 - 3.2\_Content\_BoM\_19Dec2017.xlsx

## Annexure D – Bidder's Details

| 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**

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

Dear Sir,

**EMD BANK GUARANTEE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF INTERIOR FITOUT, HARDWARE AND CONTENT 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 up to 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 up to 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 up to .....
- (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 – Format for Performance Bank Guarantee  
(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 up to.....

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above).

Yours faithfully,

For and on behalf of Bank.

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



**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 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 (Including but not limited to 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 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)**

| Bidder Name | S. No. | RFP Page No. | RFP Clause No. | Existing Clause | Query/ Suggestions |
|-------------|--------|--------------|----------------|-----------------|--------------------|
|             |        |              |                |                 |                    |
|             |        |              |                |                 |                    |
|             |        |              |                |                 |                    |
|             |        |              |                |                 |                    |

**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 the \_\_\_ 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 or Authorized Signatory of the company (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 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 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, organization 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

- BIDDER which could afford an advantage to that 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 to secure the contract or in furtherance to secure it and 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, organization 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, about 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 about 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 up to 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 about 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, 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:

Name: Shri Johny Joseph

Address: 701/702, Callalily-Y, Nagar Amrit Shakti, Chandivali, Andheri (East), Mumbai - 400072

Email: johnyjoseph49@gmail.com

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 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 up to 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 regarding involvement of Indian agents of foreign suppliers.

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

## Annexure J – SLA & Penalty Document

1. 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.
2. Annual Maintenance Contract (AMC): The AMC would be on-site with back to back support from the OEM. The Bidder will maintain all the hardware against defects arising out of faulty design, materials, workmanship, etc. for a period of two (2) years from the end of DLP. Bidder will provide support for Operating Systems and other pre-installed 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. Any consumables will be paid on actuals after the Stabilization date.
3. The Bidder shall in addition comply with the SLA requirements given below. If, for reasons attributable to the Bidder, these SLA terms 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 SLA requirements given at its own cost and expense and provide the Bank with fully functional Product.
4. During the Project Duration, 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 project duration – The Bidder to ensure that professionally qualified personnel who have expertise in all the BoM items 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 on all Bank working days. 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 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.
  - d. The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition as per the SLA requirements defined below, on a 24x7x365 basis.

- e. In the event of the equipment not being repaired or a workable solution not provided during the Project Duration, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

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

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

$$\text{Total hours during the month} = \text{No. of working days} \times 8 \text{ hours}$$

- f. Any penalty due during the Warranty period will be adjusted from the PBG amount.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.

n. Below given is the SLA matrix:

| S. No. | Component Type         | Criticality level | Component Covered                                                                                                                                                                        | Response Time | Resolution Time                           | Stand-by Device       | Up Time |
|--------|------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------|-----------------------|---------|
| 1      | AV Hardware/ Solution  | High              | BGM Equipment, AV Control System, Collaboration Equipment (Video conferencing, Interactive collaboration systems, etc.)                                                                  | 8 Hrs         | 2 Working Days                            | Within 5 Working Days | 95%     |
|        |                        | Medium            | Tunnel AV solution, TED Stage, TV screens, Special connectors, AR/VR Systems, End-user devices (Desktop/ Laptop/ Tablets), Multi Media Production Room systems and Intelligent Lightning | 24 Hrs        | 4 Working Days from date of call recorded | Within 6 Working Days | 90%     |
|        |                        | Low               | Other Devices                                                                                                                                                                            | 24 Hrs        | 6 Working Days from date of call recorded | NA                    | N.A.    |
| 2      | Interior Fit-out: HVAC | High              | Compressor, Motherboard of the main controller, Fan motors                                                                                                                               | 8 Hrs         | 2 Working Days                            | Within 5 Working Days | 95%     |
|        |                        | Medium            | PCBs of individual equipment, EXVs                                                                                                                                                       | 24 Hrs        | 4 Working Days from date of               | Within 6 Working Days | 90%     |

|   |                              |        |                                                                                    |        |                                           |                       |      |
|---|------------------------------|--------|------------------------------------------------------------------------------------|--------|-------------------------------------------|-----------------------|------|
|   |                              |        |                                                                                    |        | call recorded                             |                       |      |
|   |                              | Low    | Other components                                                                   | 24 Hrs | 6 Working Days from date of call recorded | NA                    | N.A. |
| 3 | Interior Fit-out: Furniture  | Medium | Modular furniture                                                                  | 24 Hrs | 4 Working Days from date of call recorded | Within 6 Working Days | 90%  |
|   |                              | Low    | All workmanship work, including false ceiling, false flooring other carpentry work | 24 Hrs | 6 Working Days from date of call recorded | NA                    | N.A. |
| 4 | Interior Fit-out: Electrical | High   | Switch Gears in Panels & DB's                                                      | 8 Hrs  | 2 Working Days                            | Within 5 Working Days | 95%  |
|   |                              | Medium | Light fixture, Bus bar trunking                                                    | 24 Hrs | 4 Working Days from date of call recorded | Within 6 Working Days | 90%  |
|   |                              | Low    | Switches & Sockets                                                                 | 24 Hrs | 6 Working Days from date of call recorded | NA                    | N.A. |
| 5 | Interior Fit-out : UPS       | High   | Isolation Transformer                                                              | 8 Hrs  | 2 Working Days                            | Within 5 Working Days | 95%  |
|   |                              | Medium | Capacitors, Batteries, Breakers                                                    | 24 Hrs | 4 Working Days from date of call recorded | Within 6 Working Days | 90%  |



|  |  |     |                     |        |                                           |    |      |
|--|--|-----|---------------------|--------|-------------------------------------------|----|------|
|  |  | Low | Any other component | 24 Hrs | 6 Working Days from date of call recorded | NA | N.A. |
|--|--|-----|---------------------|--------|-------------------------------------------|----|------|



**Annexure K – Technology Functionality Document**

**File - 2\_SBI\_Innovation\_Centre\_Technology\_Functionality\_Document\_19Dec2017.pdf**

**Annexure L – Manufacturers' Authorization Form**

No.

Date:

To:

Dear Sir:

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

1. We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.
2. We hereby extend our full warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.
3. We also undertake to provide any or all the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:
  - a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
  - b) in the event of termination of production of such Products:
    - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
    - ii. following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the Products, if requested.
4. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

**Annexure M – Proforma of Certificate to be issued by the Bank after successful commissioning and acceptance of the deliverables**

Date:

M/s.-----  
-----

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) Bid No. \_\_\_\_\_ dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

c) Quantity \_\_\_\_\_

d) Date of commissioning \_\_\_\_\_

e) Date of acceptance test \_\_\_\_\_

2. Details of products not yet supplied and recoveries to be made on that account:

| Sr. No. | Description | Amount to be recovered |
|---------|-------------|------------------------|
|---------|-------------|------------------------|

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Vendor has fulfilled his contractual obligations satisfactorily\*

or

The Vendor has failed to fulfill his contractual obligations about the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_  
\_\_\_\_\_

\*Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

**Annexure N – Format for Bank Guarantee against Advance payment**

To:

Dear Sir,

**BANK GUARANTEE FOR ADVANCE**  
**AS SET OUT IN THE SBI RFP NO. SBI:xx:xx DATED dd/mm/yyyy**

**GUARANTEE NO:** \_\_\_\_\_  
**AMOUNT: Rs.** \_\_\_\_\_  
**GUARANTEE COVER FROM** \_\_\_\_\_ **TO** \_\_\_\_\_  
**LAST DATE OF LODGEMENT OF CLAIM** \_\_\_\_\_

Whereas \_\_\_\_\_, a company registered under the Companies Act 1956 having its Registered Office at ..... (hereinafter referred to as "Vendor" which expression shall include its successors and assigns) entered into a agreement dated \_\_\_\_\_ with State Bank of India (SBI) for Supply, Installation, Testing and Commissioning of Interior fitout, Hardware and Content for setting up of SBI Innovation Centre in \_\_\_\_\_ (hereinafter referred to as "the said Agreement")

AND WHEREAS one of the conditions of Contract entered into, with Contractor is that SBI should make an advance payment of Rs. \_\_\_\_\_ being \_\_\_\_\_ (\_\_\_\_ percent) of Contract value against an indemnity in the form of a bank guarantee from a bank and in a form acceptable to the SBI.

AND WHEREAS THE Contractor has requested BANK to issue one guarantee of Rs. \_\_\_\_\_

2. Now this deed of guarantee witnesseth that in consideration of SBI agreeing to release advancing a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) representing \_\_% of the contract value payable to the Vendor in terms of, the said Agreement, we \_\_\_\_\_ (Bank) having our head office at \_\_\_\_\_ and amongst other places, a branch at \_\_\_\_\_ (hereinafter referred to as the "Guarantor") do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of Vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said Agreement, we \_\_\_\_\_ (Guarantor) shall on demand, pay SBI forthwith without any demur Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and notwithstanding any right the Vendor may have against SBI or any disputes raised by the Vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and SBI's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between SBI and the Vendor, indulgence shown to the Vendor by SBI, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Vendor by any forbearance whether as to payment, time performance or otherwise.
4. (a) This guarantee shall remain valid until 31<sup>st</sup> July 2018, or until discharged by SBI in writing.  
  
(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of SBI and save as aforesaid it will be in force until the Vendor complies with its obligations hereunder.  
  
(c) This Guarantee shall not be affected by any change in the constitution of the Vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
5. In order to give effect to this guarantee, SBI will be entitled to act as if the Guarantor were the principal debtor and the Guarantor hereby waives all and any of its rights of suretyship.
6. This guarantee shall continue to be in force notwithstanding the discharge of the Vendor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.
7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Vendor given or to be given to SBI in respect of the said Agreement.
8. These presents shall be governed by and construed in accordance with Indian Law 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:

- a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- b) This Bank Guarantee shall be valid up to 31<sup>st</sup> July 2018 and
- 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 \_\_\_\_\_ 31<sup>st</sup> July 2018
- d) The Guarantor has under its constitution powers to give this guarantee and Shri \_\_\_\_\_ (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so

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

Master RFP for SBI Innovation Centre



For and on behalf of..... (Bank).

Authorised Signatory ..... in favour of the Bank

Designation.....



**Annexure O – Warranty Compliance Sheet**

| S. No. | Item Description | BoM Reference (Interior Fit-out/ Hardware/ Network) | Zone/ worksheet Reference | Standard Warranty (years) |
|--------|------------------|-----------------------------------------------------|---------------------------|---------------------------|
|        |                  |                                                     |                           |                           |
|        |                  |                                                     |                           |                           |
|        |                  |                                                     |                           |                           |
|        |                  |                                                     |                           |                           |
|        |                  |                                                     |                           |                           |

**Note:**

1. The Bidder to ensure the products/equipment quoted have to have at least 3 years warranty from the Go-Live date.
2. *Standard Warranty* column to give the standard no. of years warranty provided by the OEM for each product/equipment.



**Annexure P – Commercial Bid Format**

The Commercial Bid should contain BoM item-wise prices as per the Annexures C1, C2 & C3 and the summary in the format as below, in a sealed envelope bearing the identification – “Commercial Bid”

Name of the Bidder:

| S. No.       | Package          | Quoted Price (INR) | DLP Amount (INR) | AMC Amount (INR)     |                      | Sub Total (INR) |
|--------------|------------------|--------------------|------------------|----------------------|----------------------|-----------------|
|              |                  |                    |                  | 1 <sup>st</sup> Year | 2 <sup>nd</sup> Year |                 |
| 1            | Interior Fit-out |                    |                  |                      |                      |                 |
| 2            | Hardware         |                    |                  |                      |                      |                 |
| 3            | Content          |                    |                  |                      |                      |                 |
| <b>Total</b> |                  |                    |                  |                      |                      | <b>#</b>        |

# This price is to be quoted in Reverse Auction

Annexure Q - Model Agreement

AGREEMENT FOR Setting up SBI Innovation Centre <sup>1</sup>

BETWEEN

Collaborative Innovation Centre Department, State Bank of India, GITC, Belapur, Navi Mumbai

AND

\_\_\_\_\_ <sup>2</sup>

Date of Commencement : \_\_\_\_\_ <sup>3</sup>

Date of Expiry : \_\_\_\_\_

\_\_\_\_\_ <sup>1</sup> Type/nature/name of Agreement.

<sup>2</sup> The other Party (Contractor/ Service Provider) to the Agreement

<sup>3</sup> Effective Date from which the Agreement will be operative.

**TABLE OF CONTENTS**

**AGREEMENT .....116**

**RECITALS.....117**

**1. DEFINITIONS & INTERPRETATIONS..... 4**

**2. COMMENCEMENT & TERM.....119**

**3. SCOPE OF SERVICES: .....120**

**4. REPRESENTATIONS AND WARRANTIES ..... 8**

**5. RESPONSIBILITIES OF THE BANK .....123**

**6. RESPONSIBILITIES OF THE SERVICE PROVIDER.....123**

**7. CONFIDENTIALITY..... 11**

**8. RELATIONSHIP BETWEEN THE PARTIES. ....128**

**9. SUB-CONTRACTING .....128**

**10. PERFORMANCE GUARANTEE & PENALTY .....129**

**11. FORCE MAJEURE..... 18**

**12. COMPLIANCE WITH LAWS..... 19**

**13. RIGHT TO AUDIT ..... 20**

**14. FEES, TAXES DUTIES & PAYMENTS .....133**

**15. GENERAL INDEMNITY ..... 22**

**16. TERMINATION .....135**

**17. LIMITATION OF LIABILITY..... 26**

**18. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS .....1387**

**19. ARBITRATION .....1398**

**20. GOVERNING LAW & JURISDICTION .....1409**

**21. ENTIRE AGREEMENT ..... 30**

**22. SEVERABILITY ..... 31**

**23. NOTICES ..... 31**

**24. MISCELLANEOUS ..... 32**

**AGREEMENT**

This agreement for setting up the SBI Innovation Centre (hereinafter '**the Agreement**') made on \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Between

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at \_\_\_\_\_ and a Branch Office at \_\_\_\_\_ / through its \_\_\_\_\_ CIC Department at SBI GITC hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

\_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ hereinafter referred to as "**Service Provider**"

which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and the Service Provider are sometimes individually referred to as a “Party” and collectively as “Parties” throughout this Agreement, and the words Party and Parties shall be construed accordingly.

**RECITALS**

**WHEREAS**

- (i) The Bank is desirous of availing services for setting up the SBI Innovation Centre;<sup>4</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) The Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_ dated 19<sup>th</sup> December 2017 issued by the Bank, referred hereinafter as a “RFP” and same shall be part of this Agreement.

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

**1 DEFINITIONS & INTERPRETATIONS**

- i) Capitalised Terms : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement<sup>5</sup>:
- ii) “Agreement” means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

---

<sup>4</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

<sup>5</sup> Please define the necessary terms, properly.

- iii) "The Bank" shall mean the State Bank of India (including domestic branches and foreign offices), its Associate Banks and subsidiaries. < Strike of whichever is inapplicable.>
- iv) "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- v) "Project Cost" means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.
- vi) "Request for Proposal (RFP)" shall mean RFP NO. \_\_\_\_\_ dated 19th December 2017 along with its clarifications/ corrigenda issued by the Bank time to time.
- vii) "Service" means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

## **2. INTERPRETATIONS**

- i) Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- ii) The singular includes the plural and vice versa.
- iii) Reference to any gender includes each other gender.
- iv) The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

- v) The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- vi) A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- vii) The terms not defined in this Agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.
- viii) A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- ix) Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

### 3. COMMENCEMENT & TERM

- i. This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ (**Effective Date**).
- ii. This Agreement shall be in force for a period of \_\_\_\_ year(s), unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- iii. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_ years on the same terms and conditions.
- iv. Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

#### 4. SCOPE OF SERVICES

- a. The scope and nature of the work (as referred in the original RFP clauses) which the Service Provider has to provide to the Bank (Services) is as follows:<sup>6</sup>

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

a) Interior Fit-Out Package: 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) Hardware Package: 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) Content Package: Supply, development and integration of cloud or on premise software solution, visitor management system with AADHAR integration

#### 5. REPRESENTATIONS AND WARRANTIES

- a. Each of the Parties represents and warrants in relation to itself to the other that:

---

<sup>6</sup> The Agreement should clearly define what services are to be availed/ activities are to be outsourced including appropriate service and performance standards. Please use separate Annexure/ Schedule, if required for specifying the detailed work flow and details of Services/ tasks to be undertaken by the Service Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance testing, maintenance, warranty, etc.





- i. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- ii. The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- iii. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- iv. It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- v. The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

**b. Additional Representation and Warranties by the Bank.**

- i. \_\_\_\_\_<sup>7</sup>
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

---

<sup>7</sup> Please provide the details, if any in respect of the additional representation and warranties by the Bank required taking into account of the Services.

**c. Additional Representation and Warranties by Service Provider.**

- i. The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- ii. The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- iii. The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- iv. The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- v. The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

- vi. \_\_\_\_\_<sup>8</sup>
- vii. \_\_\_\_\_

**6. RESPONSIBILITIES OF THE BANK**

- a. \_\_\_\_\_<sup>9</sup>
- b. \_\_\_\_\_
- c. \_\_\_\_\_

**7. RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 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. 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

---

<sup>8</sup> Please provide the details, if any in respect of the additional representation and warranties by Service Provider.

<sup>9</sup> Please provide the responsibilities / duties of the Bank which are not covered elsewhere, depending upon the nature of Services.

Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

- f. 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 misdemeanors.
- g. 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. 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.

#### **8. CONFIDENTIALITY**

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

b. In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

- i. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- ii. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- iii. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- iv. The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said

third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.

- v. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- vi. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- vii. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed

and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions therefrom, save in the case of fraud or willful default.

- c. The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- d. The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- e. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- f. The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.
- g. Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contactors. Service Provider further agrees

to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

**9. RELATIONSHIP BETWEEN THE PARTIES.**

- a. It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal-Agent relationship by express agreement between the Parties.
- b. Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- c. None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- d. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- e. All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

**10. SUB-CONTRACTING**

- a. No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- b. The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.



- c. Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.
- d. In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.
- e. Notwithstanding approval of the Bank for sub contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- f. In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

#### **11. PERFORMANCE GUARANTEE & PENALTY**

- a. The Service Provider has to furnish a performance guarantee for an amount of 5% of contract value<sup>10</sup> for a period of \_\_\_\_\_ months from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by the Bank.
- b. The performance guarantee 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 performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

---

<sup>10</sup> Please provide the amount of performance guarantee, if any.

- c. Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule<sup>11</sup> specified in this Agreement.
- d. Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.
- e. If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- f. The Service Provider shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services.
  - i. The rate of penalty is 0.5% of the contract value per week of delay, subject to maximum 5% of the contract value<sup>12</sup>.

## 12. FORCE MAJEURE

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

---

<sup>11</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

<sup>12</sup> Please provide the rate and other details of penalty, if any.

- b. 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 Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- c. If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d. If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

**13. COMPLIANCE WITH LAWS.**

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

- b. Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.
- c. Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.
- d. Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

#### **14. RIGHT TO AUDIT**

- a. It is agreed by and between the parties that the Service Provider shall get itself annually audited by 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 products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider shall 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 such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

- b. 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, it is agreed upon by the Service Provider that it 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. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- c. Service Provider further agrees that whenever required by the Bank, it will 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 required for conducting the audit. 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 the Service Provider in conjunction with the services provided to the Bank.

#### **15. FEES, TAXES DUTIES & PAYMENTS**

- a. Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

- i. \_\_\_\_\_<sup>13</sup>
  - ii. \_\_\_\_\_
- b. All other taxes including service tax, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.
- c. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider

**16. GENERAL INDEMNITY**

- a. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.
- b. Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

---

<sup>13</sup> Please provide the payment details and taxes payable by the Bank, if any.

- c. The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.
- d. Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.
- e. The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):
  - i. The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
  - ii. The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

## 17. TERMINATION

- a. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days sent to the Service Provider, terminate the Agreement in whole or in part:
  - (a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;

- (b) if the Service Provider fails to perform any other obligation(s) under the Agreement;
  - (c) Violations of any terms and conditions stipulated in the RFP;
  - (d) on the happening of any termination event mentioned herein above in this Agreement;
- b. The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, 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 Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective.
- c. The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :
- i. If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
  - ii. If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
  - iii. If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
  - iv. If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.



- v. If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.
  - vi. If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India
  - vii. If any officer/ employee/ director of Service Provider or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director of the Bank.
- d. In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and the Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.
- e. In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- f. In the event of termination of the Agreement for material breach by Service Provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- g. In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.

- h. Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
  - (a) such rights and obligations as may have accrued on the date of termination or expiration;
  - (b) the obligation of confidentiality and indemnity; and
  - (c) any right which a Party may have under the Application Law.

**18. LIMITATION OF LIABILITY**

- a. 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 about this Agreement for an amount exceeding the total Cost of the Project.
- b. The limitations set forth herein shall not apply with respect to:
  - i. claims that are the subject of indemnification pursuant to IPR infringement
  - ii. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider
  - iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations

**19. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.**

- a. The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
- b. The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

- i. In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.
- ii. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. \_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

## **20. ARBITRATION**

- a. Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996

(Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

- b. The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- c. The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- d. Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **21. GOVERNING LAW & JURISDICTION**

- a. The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- b. The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the Parties under the Agreement.



**22. ENTIRE AGREEMENT**

- a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- b. This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules<sup>14</sup> which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
- c. If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_

**23. SEVERABILITY**

- a. If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent

---

<sup>14</sup>Please also incorporate the Tender/ RFP/ RFP- modifications documents also as part of the Agreement, if the same are relevant.

of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

#### 24. NOTICES

- a. Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).
- b. A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- c. Address for communication to the Parties are as under:

- i. To the Bank

State Bank of India Global IT Centre

1<sup>st</sup> Floor, GITC,

Belapur CBD,

Navi Mumbai

- ii. To Service Provider

\_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**25. MISCELLANEOUS**

- a. Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- b. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- c. Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- d. The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- e. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- f. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

- g. The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- h. All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
- i. The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- j. The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- k. The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.
- l. The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- m. The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.





n. The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.

**ANNEXURE, SCHEDULE, ETC.**

(Please provide the Annexure, Schedules, etc.)