



**REQUEST FOR PROPOSAL
(RFP)
FOR PROCUREMENT OF
FACILITY MANAGEMENT SERVICES
FOR BANK'S DATA CENTRES
AT NAVI MUMBAI AND CHENNAI**

RFP : SBI/GITC/DC & CS/2019-20/ 637 dated: 29/08/2019

**Data Centre & Cloud Services Department
State Bank of India, Global IT Centre
Sector 11, CBD Belapur
Navi Mumbai-400 614**

Schedule of Events

SI No	Particulars	Remarks
1	Contact details of issuing department	Name: Mr. Sudhanshu Shekhar Panda Designation: DGM (DC & CS) SBGITC, CBD Belapur, Navi Mumbai Contact Number :9867568362, 9955991675 Email : dgm.cdc@sbi.co.in Cc: devesh.gupta@sbi.co.in ; Kumar.suman@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 29.08.2019 to 20.09.2019
3	Last date for requesting clarification	Upto 05:00 pm on 06.09.2019 All communications regarding points/ queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 3:00 pm to 4.30pm on 11.09.2019 at GITC, Belapur
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 13.09.2019
6	Last date and time for Bid submission	Up to 3:00pm on 20.09.2019
7	Address for submission of Bids	Deputy General Manager DC & Cloud Services Department State Bank of India Global IT Center Sector 11, CBD-Belapur Navi Mumbai- 400614
8	Date and Time of opening of Technical Bids	4:00 pm on 20.09.2019 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.

9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.	
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Rs.20000/- (Rupees Twenty Thousand only) Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account Tender fee will be non-refundable.	
12	Earnest Money Deposit	Rs.10,00,000/- (Rupees Ten Lakh only) Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account EMD shall be valid upto 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.	
13	Bank Guarantee	10% of the total Project cost	Performance Security in form of BG should be valid for 03 year(s) and three months from the effective date of the Contract.
14	Contact details of agency appointed for conducting Reverse Auction	Will be intimated later to technically qualified Bidders	

Part-I

S.N.	INDEX
1	INVITATION TO BID
2	DISCLAIMER
3	DEFINITIONS
4	SCOPE OF WORK
5	ELIGIBILITY AND TECHNICAL CRITERIA
6	COST OF BID DOCUMENT
7	CLARIFICATIONS AND AMENDMENTS ON RFP/PRE-BID MEETING
8	CONTENTS OF BID DOCUMENTS
9	EARNEST MONEY DEPOSIT (EMD)
10	BID PREPARATION AND SUBMISSION
11	DEADLINE FOR SUBMISSION OF BIDS
12	MODIFICATION AND WITHDRAWAL OF BIDS
13	PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA)
14	BID INTEGRITY
15	BIDDING PROCESS/ OPENING OF TECHNICAL BIDS
16	TECHNICAL EVALUATION
17	EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION
18	CONTACTING THE BANK
19	AWARD CRITERIA AND AWARD OF CONTRACT
20	POWER TO VARY OR OMIT WORK
21	WAIVER OF RIGHTS
22	CONTRACT AMENDMENT
23	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
24	BANK GUARANTEE
25	SERVICES
26	PENALTIES
27	RIGHT TO VERIFICATION
28	RIGHT TO AUDIT
29	SUB-CONTRACTING
30	VALIDITY OF AGREEMENT
31	LIMITATION OF LIABILITY
32	CONFIDENTIALITY
33	DELAY IN SERVICE PROVIDER'S PERFORMANCE
34	SERVICE PROVIDER'S OBLIGATIONS
35	TECHNICAL DOCUMENTATION
36	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

37	LIQUIDATED DAMAGES
38	CONFLICT OF INTEREST
39	FRAUD AND CORRUPT PRACTICES
40	TERMINATION FOR DEFAULT
41	FORCE MAJEURE
42	TERMINATION FOR INSOLVENCY
43	TERMINATION FOR CONVENIENCE
44	DISPUTES AND ARBITRATION
45	GOVERNING LANGUAGES
46	APPLICABLE LAW
47	TAXES AND DUTIES
48	TAX DEDUCTION AT SOURCES
49	TENDER FEE
50	EXEMPTION OF EMD AND TENDER FEE
51	NOTICES

Part-II

Appendix	Index
A	BID FORM
B	BIDDER'S ELIGIBILITY CRITERIA
C	TECHNICAL & FUNCTIONAL SPECIFICATIONS
D	BIDDER DETAILS
E	SCOPE OF WORK AND PAYMENT SCHEDULE
F	INDICATIVE PRICE BID
G	CERTIFICATE OF LOCAL CONTENT
H	BANK GUARANTEE FORMAT
I	PENALTIES
J	SERVICE LEVEL AGREEMENT
K	NON-DISCLOSURE AGREEMENT
L	PRE BID QUERY FORMAT
M	FORMAT FOR SUBMISSION OF CLIENT REFERENCES
N	PRE-CONTRACT INTEGRITY PACT

1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures 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 procurement of Facility Management Services for Data Centre at Navi Mumbai and Chennai (Hereinafter shall be referred as services)

Overview

State Bank of India is India's largest Bank with a network of over 18000 branches and five associate Banks having over 7000 branches spread across India. Bank also has presence in 35 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. The Bank also has one of the largest networks of 50000+ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking etc.

To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

Purpose

The State Bank of India is requesting proposal for engaging the Facility Management Services for its data centres at Navi Mumbai and Chennai. The purpose of the SBI behind this RFP is to seek a detailed technical and commercial proposal for placing the Facility Management Services for Data Centre at Navi Mumbai and Chennai for a period of 3 years.

- ii. In order to meet the service requirements, the Bank proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

- iv. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the **Services** desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed **Services** for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed **Services** adhering to Bank's requirements outlined in this RFP.

2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and 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.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption,

statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **"Bidder/Channel Partner"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Total Contract Price/Project Cost/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been

accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

4. SCOPE OF WORK:

The complete scope of work is covered under **Appendix-E** of this document. The scope is drawn on the basis of Bank's requirement. However, it is not limited to. Bidder may propose additional features and processes on industry best practice.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the necessary documents substantiating eligibility criteria as mentioned in this RFP document.

6. COST OF BID DOCUMENT:

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

7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

- iii. 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.
- iv. 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 RFP, 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. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
- (c) 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

- (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **'Technical Proposal for providing Facility Management Services for Bank's Data Centres at Navi Mumbai and Chennai in response to the RFP SBI/GITC/DC & CS/2019-20/637 dated: 29/08/2019.'** This envelope should contain following documents and properly sealed:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD and Tender Fee as specified in this document.
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- ii. A second sealed envelope prominently marked as **Indicative Price Bid for providing Facility Management Services for Bank's Data Centres at Navi Mumbai and Chennai in response to the RFP SBI/GITC/DC & CS/2019-20/637 dated: 29/08/2019.** This envelope should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. **Bidders may please note:**
 - (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to supply.

- (b) A soft copy (signed scanned copy of the technical Bid) 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.
- (c) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
- (d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (e) 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.
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (g) 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.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) 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.
- (k) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- (l) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
- (m) The Bid document shall be spirally bound.
- (n) The Bank reserves the right to reject Bids not conforming to above.
- (o) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- (p) All the envelopes shall be addressed to the Bank and deliver at the address given in Schedule of Events of this RFP and should have name and address of the Bidder on the cover.
- (q) If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be received by the Bank at the address specified and by the date and time mentioned in the “Schedule of Events”.
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iii. 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.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. 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.
- ii. A withdrawal notice may also be sent by the authorised representatives of the company through email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- iii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iv. 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 in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- v. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration

of 6 calendar months from the date of conclusion of RA.

- iii. 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 or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period 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.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete,

required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. 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.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits etc. wherever required at the discretion of the Bank. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The envelope containing the indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.

- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- iii. 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.
- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 28, 2018 will be applicable for this RFP and allotment will be done in terms of said Order as under:

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

(b) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

(c) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

“Local content” means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.

“Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

- ii. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iv. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically

operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CONTRACT AMENDMENT:

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

23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and 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.

24. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-H** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

25. SERVICES: (DELETE, WHICHEVER IS NOT APPLICABLE AS PER THE SCOPE OF WORK)

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated

therefor.

- ii. Service Provider support staff should be well trained to effectively handle his work-related queries raised employees of the Bank.
- iii. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

26. PENALTIES:

As mentioned in **Appendix-I** of this RFP.

27. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.

28. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external 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 Service Provider is required to submit such certification by such Auditors to the Bank. 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 Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, 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 Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

- iii. Service Provider 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(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

29. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

30. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 3 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (b) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (c) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines

applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 31(iii)(b) **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith. **“Willful Misconduct” means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

32. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.

33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider 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 Service Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

34. SERVICE PROVIDER’S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider 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.
- iii. Service Provider 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, 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 **Appendix-K** of this RFP.

35. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- ii. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information

appropriately.

36. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a 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.

37. CONFLICT OF INTEREST:

- i. 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 (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 Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) 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 2(72) of the Companies Act, 2013. For the purposes of this

Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) 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 (bb) 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

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) 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
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) 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 RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

38. FRAUD & CORRUPT PRACTICES:

- i. The Bidder and their respective officers, employees, agents and advisers

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

- ii. Without prejudice to the rights of the Bank under Clause 39(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this clause , the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (d) “**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- (e) “**Obstructive practice**” means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

39. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents / Bank’s data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of 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 the Agreement 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, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

40. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify

the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.

- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement 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 the Agreement.

41. TERMINATION FOR INSOLVENCY:

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

42. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

43. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) 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 within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), 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 an arbitration panel; 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 and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

- ii. Service Provider 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.
- iii. 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.

44. GOVERNING LANGUAGE:

The governing language shall be English.

45. APPLICABLE LAW:

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

46. TAXES AND DUTIES:

- i. Service Provider 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 Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government

taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix- F**).

- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** 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 **Appendix-F**
- iv. Prices payable to Service Provider 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.
- v. 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.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

47. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. 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 Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

- ii. Service Provider'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 Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

48. TENDER FEE:

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

49. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees

/EMD will be summarily rejected and no queries will be entertained.

50.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.

Part-II

BID FORM (TECHNICAL BID)

[On Company's letter head]
(To be included in Technical Bid Envelope)

Date: _____

To:

The Dy. General Manager
(Data Centre & Cloud Services)
State Bank of India,
Global IT Centre, Sector – 11,
CBD Belapur,
Navi Mumbai 400 614.

Dear Sir,

Ref: RFP No. SBI/GITC/DC & CS/2019-20/637 dated: 29/08/2019

~~~~~

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 provide Services 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.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.

- 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.
- ii. 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”.
- iii. 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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. 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.
- v. 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 RFP.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. 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.

- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. 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.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that on the date of submission of Bid, we do 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.
- xv. 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.
- xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of  
\_\_\_\_\_

**Seal of the company.**

## **Appendix-B**

### **Bidder's Eligibility Criteria**

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                 | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                                       |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2.            | The Bidder must have an average turnover of minimum Rs.25 crore from similar services during last 03 (three) financial year(s) i.e. FY (2017-18), FY (2018-19) and FY(2019-20).                                                                                             |                            | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current _____ year may be submitted.)              |
| 3.            | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above.                                                                                                |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |
| 4.            | Bidder should have experience of minimum 7 years in providing the Data Centre Services including Electrical (UPS, Battery, Panel, PDU/Cabling), Fire Suppression System, BMS, Rack Management, Power Management, HVAC, House Keeping, physical security in IT Environment). |                            | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                   |



|    |                                                                                                                                                                                                                                                                               |  |                                                                                                 |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|
| 5  | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.<br>(Start and End Date of the Project to be mentioned) in the past (At least 1 client references are required)                       |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-M</b> |
| 6. | Certification Requirements<br>RoC ,<br>GST,<br>Professional Tax,<br>ESIC                                                                                                                                                                                                      |  | Copy of the Valid Certificate(s) to be provided                                                 |
| 7. | 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.        |
| 8. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                         |
| 9. | 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.                                                                                                                    |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                         |

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.

Based on the information provided, the Bank will shortlist vendor/companies which prima facie come up to its requirements. Final short-listing of bidders will be done who meets the undernoted criteria:

- Acceptance of the Scope of work as laid down in this RFP, and of the Bank's terms and conditions.
- Details of staff to be provided on a three-shift , 24/7 basis, shift- wise, for each of the two Data Centres. This should include number, category, and qualification. Clear indication of which staff are on vendor's own rolls, and which are sub-contracted.
- Details of sub-contracted staff, and names, addresses of contract agency.
  - Details of machinery to be utilised for cleaning services.
- Company profile , with details of staff which are engaged in FMS activities.
- Testimonials of at least One customers for whom **full integrated** FMS services have been provided.
- Financial Solvency
- Presence of offices and adequate staff at Mumbai and Chennai

Preference may be assigned to bidders that utilise their own staff (and do not further outsource/sub-contract, with exceptions being made for security services), and for those that are currently managing Data Centres that have in excess of 10000 sq. ft. of raised floor area. Bidders should confirm readiness to provide services within 2 weeks from the date of Purchase Order. The Contract awarded would be at rates valid for 3 years, subject to renewal at the end of each year.

These criteria are indicative, and the Bank reserves the right to revise them at its discretion.

**Name & Signature of authorised signatory**

**Seal of Company**

**Technical & Functional Specifications**

**General terms and conditions**

1. The Service Provider will appoint a single Facility Manager for each of the two sites, i.e. one each for Belapur and for Chennai. The Facility Manager, who will be present on the General Shift, should have at least a Diploma Certificate in Electricals, with 5 years experience.
2. Bidder shall appoint an experienced Facility Manager, dedicated to managing the Data Centre. The bidder should provide CV of Facility that demonstrates proven experience in managing data centres similar in scope and size.
3. A second employee, one of the electrical technicians, should be designated as Dy. Facility Manager, one for each shift.
4. Bidder shall submit on their company letter head detailing the team structure based on the requirements provided in RFP with Facility Manager and Facility Team specifically mentioning the Site (Belapur / Chennai).
5. The Facility Manager (or in his absence the Dy. Facility Managers) will report to, and take administrative instructions from the DGM (DC & Cloud Services) and DGM(DRC)/AGM(DRC) for respective sites.
6. All technical staff must be technical qualification from ITI or equivalent govt approved technical training institutes / Universities.
7. The Facility Manager will be responsible for all of the FM staff assigned per shift including the Security Staff, for efficient execution of their duties, and for maintenance of documentary records for all of the services rendered.
8. The scope of the facilities services is detailed under para 6 of Scope and Requirements in this

RFP. It should be ensured that the Service Provider's staff including the Security Staff (outsourced by the Service Provider), are competent to carry out these tasks in terms of their qualifications and experience.

9. The Service Provider will conduct a root cause analysis of service level failure and report the results to the BANK.
10. All staff assigned to the two sites should be on the rolls of the Service Provider, and not outsourced from another company. The only exception will be Security Services, which should be obtained from a professional Security Services company that is registered with local authorities and has compliance with all governmental regulations. A copy of the agreement

between the Service Provider and the Security Service company should be provided to the BANK.

11. The Service Provider's staff should comply with all security provisions laid down by the Bank at its office buildings that house the Data Centres.
12. All Service Provider staff (including the outsourced Security Staff) should have documentary proof of local police verification, or at the outset, evidence of having submitted the required forms to their local police stations. In case of Security Staff, the documentary proof of local police verification is mandatory before being posted at the sites of the Bank. Full verification is a must, and cannot be delayed beyond a reasonable period of time.
13. All of the Service Provider staff should be provided with uniforms and identity cards, provided by the vendor. The vendor shall obtain temporary identity cards from the Bank for all new staff.
14. The Service Provider shall be responsible for any injury or loss caused to his staff. He shall obtain the necessary insurance, and relieve the bank from any responsibilities / liabilities in this regard.
15. The Service Provider will be responsible for damage of any sort to the property of the Bank resulting from negligence of the vendor's staff, and cost of such damages will be recovered from the amounts payable to the vendor.
16. Any liability/penalty arising from labour commissioner office / court or any other Govt./semi-Govt office shall be deducted from bills payable to Service Provider under the contract signed with the selected bidder.
17. The Facility Management staff will meticulously follow the office timings. The timings for the three shifts will be : 1st Shift - 7.00 am to 3.00 pm; 2nd Shift - 3.00 pm to 11.00 pm; 3rd Shift -11.00 pm to 7.00 am. The general shift timings for the Facility Manager, Security Supervisor and Additional Electrician will be from 10.00 am to 6.00 pm.

**Name & Signature of authorised signatory**

**Seal of Company**

## **Appendix-D**

### **Bidder Details**

#### Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | 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 |         |
| 9      | Details for EMD Refund:-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code                                                                              |         |

#### **Name & Signature of authorised signatory**

#### **Seal of Company**

## **Appendix-E**

### **Scope of Work, Details and Payment Schedule**

| <b>SI No</b> | <b>Requirements</b>     | <b>Marginal comments for departments</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1            | Description of Services | <p>State Bank of India (SBI) has been operating its state-of-the-art Data Centres for the past eight years. The Primary Site, at Belapur, encompasses an area of approximately 15,000 sq.ft., while the Disaster Recovery (DR) site at Chennai is about 4,500 sq.ft. each. The two sites were commissioned for use in August 2004. SBI had built two new data centres, of approximately similar area within the same premises at the two locations. The two new sites were commissioned for use in June 2008, All these sites are currently being maintained by a facility management company. SBI intends to outsource the management of the day to day infrastructure facilities for all four Data Centres (2 at Primary, and 2 at DR) to reputed vendors who are specialized in providing such services at Data Centres. The services will need to be provided on a round the clock (three-shifts - 24x7) basis. The key sub-systems of the Data Centres, and the range of services to be provided are listed below:</p> <p>Areas where services are required:</p> <ul style="list-style-type: none"><li>i. Physical Security</li><li>ii. Electrical, UPS and Batteries functioning</li><li>iii. Air-conditioning functioning</li><li>iv. CCTV functioning</li><li>v. Access Control functioning</li><li>vi. Fire Detection and FM 200</li><li>vii. Building Management System (BMS) functioning</li><li>vii. Civil and Interiors, Housekeeping</li></ul> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p><b>Description of Services</b></p> <p><b>Physical Security:</b></p> <p>The main entry door to the Data Centre should be manned at all times by at least two Security Guards. It is required to ensure the availability of at least one guard in the event of other person need to attend to the nature's call, if required and also both of them will have the responsibility to verify the credentials of the people gaining access to the Data Centre and carrying out body frisking. Also Guards posted will immediately investigate any opening of the emergency fire exit doors, in case of such instance. The minimum educational level of these persons should be SSLC.</p> <p>Tasks to be performed:</p> <ul style="list-style-type: none"> <li>i. Prevention of entry of unauthorised persons into the Data Centre, by way of validation of permissions and carrying out body frisking.</li> <li>ii. Maintenance of entry/exit registers</li> <li>iii. Issue of visitors badges</li> <li>iv. Escalating all irregularities immediately to designated SBI officers</li> <li>v. Prepare daily EOD report</li> </ul> <p><b>Electrical and UPS:</b></p> <p>All the electrical, UPS and Battery systems will need to be monitored by this person as per the laid down schedules specified in the detailed operating manuals. Breakdowns and first level maintenance will also have to be performed. At least one person will be required for this with a Senior Wireman Certificate from the ITI. This person will also have the responsibility of monitoring the DG set and electrical systems.</p> <p>Tasks to be performed:</p> <ul style="list-style-type: none"> <li>i. Maintenance of all records and registers as specified by the Bank</li> </ul> |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <ul style="list-style-type: none"> <li>ii. First level problem solving</li> <li>iii. Allocating call to equipment vendor</li> <li>iv. Monitoring response from equipment vendor</li> <li>v. Follow-up with vendor in case of delay in response</li> <li>vi. Closure of call</li> <li>vii. Prepare incident report for SBI</li> </ul> <p><b>HVAC</b></p> <p>All the Precision AC systems will need to be monitored by at least one person as per the laid down schedules specified in the detailed operating manuals. Breakdowns and first level maintenance will also have to be performed.</p> <p>Tasks to be performed:</p> <ul style="list-style-type: none"> <li>i. Maintenance of all records and registers as specified by the Bank</li> <li>ii. First level problem solving</li> <li>iii. Allocating call to equipment vendor</li> <li>iv. Monitoring response from equipment vendor</li> <li>v. Follow-up with vendor in case of delay in response</li> <li>vi. Closure of call</li> <li>vii. Prepare incident report for SBI</li> </ul> <p><b>Access Control:</b></p> <p>The access control system will require one person for constant monitoring and carrying out tasks such as allotting new access cards, assistance during any problems of the genuine use of the Access Control system, monitoring the log of all entry and exits to and from the Data Centre and bringing any suspicious activity to the attention of the designated Bank officials. As and when required OR on the defined periodicity, person responsible should generate attendance reports from the</p> |
|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>systems. The educational level required will be graduation or Diploma in any engineering discipline preferably in Computer Science/Computer Networking.</p> <p>Tasks to be performed:</p> <ul style="list-style-type: none"> <li>i. Periodically monitor access records</li> <li>ii. Keep records of card issue</li> <li>iii. Assist during problems in use of bona fide cards</li> <li>iv. First level problem solving</li> <li>v. Allocating call to equipment vendor</li> <li>vi. Monitoring response from equipment vendor</li> <li>vii. Follow-up with vendor in case of delay in response</li> <li>viii. Closure of call</li> <li>ix. Prepare incident report for SBI</li> </ul> <p><b>CCTV, Fire and BMS systems:</b></p> <p>These three systems will require one person for manning. The three systems will need to be monitored and all alarms brought immediately to the attention of the designated Bank official. It will also be the responsibility of this person for maintaining the CCTV Tape Back-up procedures that have been laid down by the Bank for its Data Centres. The educational level required will be graduation or Diploma in any engineering discipline.</p> <p>Tasks to be performed:</p> <ul style="list-style-type: none"> <li>i. Monitor CCTV &amp; Fire alarm displays for suspicious activity and report to the designated Bank official, if any without any delay.</li> <li>ii. Replay daily record for any irregularities</li> <li>iii. Execute back-up and archiving methods</li> <li>iv. First level problem solving</li> <li>v. Allocating call to equipment vendor</li> </ul> |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>vi. Monitoring response from equipment vendor</p> <p>vii. Follow-up with vendor in case of delay in response OR for regular maintenance</p> <p>viii. Closure of call</p> <p>ix. Prepare incident report for SBI</p> <p><b>General Cleanliness:</b></p> <p>General cleanliness is very important in the Data Centre. Two persons need to be deployed for continuously carrying out this activity.</p> <p>Tasks to be performed:</p> <p>i. Dusting and damp mopping of premises</p> <p>ii. Cleaning of under floor void once a month</p> <p>iii. Cleaning of all desks and office furniture after office hours</p> <p>iv. Removal of garbage</p> <p>v. Attend to spillages etc on call</p> <p>In addition to the above, any further manpower requirements that are required as per the specific requirements of the Bank may also be deployed. The information above is provided as a guideline to the vendor. Although all mandatory services are included in the RFP, any other service which is/are mandatory/essential but not included in the list, needs to be attended by the vendor.</p> <p><b>Manpower requirements</b></p> <p>The finally selected bidder will provide the manpower of required calibre and qualifications to manage the complete set of activities detailed under the Scope of the RFP.</p> |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Man Power requirement details for Navi Mumbai & Chennai Data Centres**

| Shifts->     | 1st       |          | 2nd       |          | 3 <sup>rd</sup> |          | General  |          |
|--------------|-----------|----------|-----------|----------|-----------------|----------|----------|----------|
| Designation  | Mumbai    | Chennai  | Mumbai    | Chennai  | Mumbai          | Chennai  | Mumbai   | Chennai  |
| BMS          | 2         | 1        | 2         | 1        | 2               | 1        |          |          |
| Electrician  | 3         | 1        | 3         | 1        | 3               | 1        | 1        |          |
| AC Tech.     | 2         | 1        | 2         | 1        | 2               | 1        |          |          |
| HK           | 4         | 1        | 4         | 1        | 2               | 1        |          | 2        |
| S/G          | 3         | 2        | 3         | 2        | 3               | 2        |          | 1        |
| S/G Lady     |           |          |           |          |                 |          | 1        | -        |
| FM           |           |          |           |          |                 |          | 1        | 1        |
| Asst FM      |           |          |           |          |                 |          | 1        |          |
| <b>Total</b> | <b>14</b> | <b>6</b> | <b>14</b> | <b>6</b> | <b>12</b>       | <b>6</b> | <b>4</b> | <b>4</b> |

**Total Staffing**

| Site         | 1 <sup>st</sup> shift | 2 <sup>nd</sup> shift | 3 <sup>rd</sup> shift | General shift | Total     |
|--------------|-----------------------|-----------------------|-----------------------|---------------|-----------|
| Belapur      | <b>14</b>             | <b>14</b>             | <b>12</b>             | <b>4</b>      | <b>44</b> |
| Chennai      | 6                     | 6                     | 6                     | 4             | 22        |
| <b>Total</b> |                       |                       |                       |               | <b>66</b> |

The above requirement is only indicative, and the successful bidder has to provide more resources depending on the requirement.

*Describe the Services to be performed in as much detail as possible. Identify the work place where the services will be performed and any key personnel that must be assigned to the project. Separate the Services into phases if applicable.*

*Out-of Scope work and Assumptions: Describe any specific components of the Services traditionally considered as implied but specifically agreed to be excluded from the scope of Supplier's responsibility.*

*Project Staffing Plan: If the Services are based on time & material basis, describe the projected/agreed staffing plan*

|   |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                              | <p><i>Service Performance and Delivery Methodology: Describe the project execution methodology, if applicable</i></p> <p><i>Other</i></p> <ul style="list-style-type: none"> <li><i>The service provider has to arrange the requisite number of staff for any of the shift to meet the specific staff requirement as mention in the above table. Proper backup arrangement is responsibility of the service provider.</i></li> <li><i>The duty of staff should not be repeated in subsequent shift. However, the continuation of duty can be allowed in exceptional situations like natural calamity or any similar circumstances resulting in not accessibility to Data Centre by next shift staff.</i></li> <li><i>In case of reduction in service requirement/shut down of the Data Centre facility, bank may ask to reduce the manpower accordingly at any centre (Navi Mumbai/Chennai).</i></li> <li><i>The company should take care for the stipulated minimum wages set/revised by the Govt /Authorised Body from time to time.</i></li> <li><i>Training to the staff must be imparted on regular interval.</i></li> <li><i>The material used for housekeeping purpose must be standard brands, should be approved by Bank before brining into use.</i></li> <li><i>Verified details of staff deployed at Bank's site must be submitted (Name, Father's Name, Aadhar no, Contact No, Address) and Background verification report from appropriate authority. Revised details should be submitted as and when any changes take place.</i></li> </ul> |
| 2 | Service Support Requirements | <p>a) 24 * 7* 365 days per year,</p> <p>b) Bidder support staff should be well trained to effectively handle queries raised by the Bank employees etc.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3 | Training                     | Technical, housekeeping, security related trainings to the staff must be imparted on regular interval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4 | Payment schedule             | Service Provider is entitled to invoice the Bank for fees and expenses on <b>monthly</b> in arrear, as per manpower deployed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## **Facilities Description**

### **Detailed Description of Facilities**

Given herein is a description of the sub systems installed in the Main and Disaster Recovery Data Centre. This information has been provided so as to enable the vendor to estimate quantum of work that is required to be done. The figures have been given as an aid to the estimation process and it is the responsibility of the vendor to accurately assess the quantities.

#### **PRIMARY DATA CENTRE (A WING) – NAVI MUMBAI**

##### **Civil and Interiors**

|                                                    |             |
|----------------------------------------------------|-------------|
| 1. Full Height Aluminium Partition including Doors | 690 Sq Mts. |
| 2. Metal fire doors                                | 12 Nos.     |
| 3. Gypsum Board False Ceiling                      | 390 Sq Mts. |
| 4. Armstrong False Ceiling - mineral               | 75 Sq Mts.  |
| 5. Armstrong False Ceiling - metal Tile            | 315 Sq Mts. |
| 6. False Floor                                     | 455 Sq Mts. |
| 7. Granite Tiles                                   | 680 Sq Mts. |

##### **Electrical, UPS and Batteries**

|                                                                               |                |
|-------------------------------------------------------------------------------|----------------|
| 1. Main Panels                                                                | 4 Nos.         |
| 2. Output Panel                                                               | 6 Nos.         |
| 3. Battery Breaker                                                            | 6 Nos.         |
| 4. Distribution Boards                                                        | 42 Nos.        |
| 5. Light Fittings                                                             | 361 Nos.       |
| 6. UPS 100 KVA                                                                | 2 Nos.         |
| 7. UPS 125 KVA                                                                | 2 Nos.         |
| 8. UPS 200 KVA                                                                | 2 Nos.         |
| 7. Batteries (6 setsX40 nos=240 nos. 120 Ah,<br>2 setsX41 nos=82 nos. 160 Ah) | 8 Sets.        |
| 8. Changeover Switch                                                          | 12 Nos.        |
| 9. Changeover Panel                                                           | 1 No.          |
| 10. Energy Saver                                                              | 2 Nos.         |
| 11. DG Set Indication Panel                                                   | Offline 2 Nos. |

##### **Air conditioning**

|                                               |        |
|-----------------------------------------------|--------|
| 1. 8.5 TR Packaged AC                         | 4 Nos. |
| 2. 5.5 TR Packaged AC                         | 4 Nos. |
| 3. 12 TR Precision AC                         | 9 Nos. |
| 4. 10 TR Precision AC                         | 3 Nos. |
| 4. 5 TR Precision AC                          | 1 No.  |
| 5. 2 TR Multiple High Wall Split AC (Carrier) | 2 Nos. |

|                                                 |         |
|-------------------------------------------------|---------|
| 6. 2 TR Multiple High Wall Split AC (Daikin)    | 17 Nos. |
| 7. 1.5 TR Multiple High Wall Split AC (Carrier) | 1 No.   |

### **CCTV**

|                   |         |
|-------------------|---------|
| 1. Dome Cameras   | 48 Nos. |
| 2. Bullet Cameras | 8 Nos.  |
| 3. Video Wall     | 4 Nos.  |
| 4. CCTV System PC | 1 Set.  |
| 5. CCTV Server    | 2 Nos.  |
| 6. CCTV Storage   | 1 No.   |
| 7. LTO Tape Drive | 1 No.   |
| 8. Port Switch    | 5 Nos.  |
| 9. Patch Panel    | 3 Nos.  |

### **Access Control**

|                                 |         |
|---------------------------------|---------|
| 1. Proximity Card Readers       | 22 Nos. |
| 2. Fingerprint Card Reader      | 22 Nos. |
| 3. ACC (Access Main) Controller | 1 No.   |
| 4. Break Glass Unit             | 22 Nos. |
| 5. Fingerprint Enrollment       | 1 No.   |
| 6. Web Camera                   | 1 No.   |
| 7. Access System PC             | 1 Set.  |
| 8. Access Server                | 2 Nos.  |

### **Fire Detection and FM 200**

|                           |          |
|---------------------------|----------|
| 1. Smoke Detectors        | 194 Nos. |
| 2. Hooter                 | 6 Nos.   |
| 3. Main Call point        | 5 Nos.   |
| 4. Fire Alarm Panel       | 1 No.    |
| 5. FM 200 Cylinders       | 13 Nos.  |
| 6. FM 200 Panel           | 4 Nos.   |
| 7. FM-200 Release Station | 4 Nos.   |
| 9. FM-200 Abort Station   | 4 Nos.   |
| 10. Co2 Sensor            | 6 Nos.   |
| 11. VESDA Panel           | 11 Nos.  |
| 12. Fire Extinguisher     | 18 Nos.  |

### **Rodent Repellant System**

|                           |          |
|---------------------------|----------|
| 1. Rodent Repellent Panel | 7 Nos.   |
| 2. Rodent (Satellites)    | 130 Nos. |

### **Server & Network Rack Space**

|                  |         |
|------------------|---------|
| 1. Server Racks  | 59 Nos. |
| 2. Network Racks | 31 Nos. |

## **WLD**

- |           |        |
|-----------|--------|
| 1. Panel  | 2 Nos. |
| 2. Module | 4 Nos. |

## **BMS**

- |                                        |        |
|----------------------------------------|--------|
| 1. BMS Server                          | 2 Nos. |
| 2. BMS System PC                       | 1 Set. |
| 3. DDC (Digital Data Controller) Panel | 7 Nos. |
| 4. Relay Panel (Lighting)              | 2 Nos. |
| 5. BMS Wall                            | 2 Nos. |

## **Public Address System**

- |                           |         |
|---------------------------|---------|
| 1. Controller             | 1 No.   |
| 2. Amplifier              | 3 Nos.  |
| 3. Mic (All Zone Station) | 1 No.   |
| 4. Voice Alarm Router     | 1 No.   |
| 5. Speakers               | 60 Nos. |

## **(B WING)**

### **Civil and Interiors**

|                                                    |             |
|----------------------------------------------------|-------------|
| 1. Full Height Aluminium Partition including Doors | 43 Sq Mts.  |
| 2. Metal fire doors                                | 23 Nos.     |
| 3. Vitrified tiles                                 | 255 Sq Mts. |
| 4. Carpet Flooring                                 | 250 Sq Mts. |
| 5. False Floor                                     | 864 Sq mts. |
| 6. Vinyl flooring                                  | 62 Sq mts.  |
| 7. Modular furniture                               | 9 Nos.      |

### **Electrical, UPS and Batteries**

|                                                                                                                                            |          |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. Main Panels                                                                                                                             | 2 Nos.   |
| 2. Output Panel                                                                                                                            | 4 Nos.   |
| 3. Input Switch                                                                                                                            | 5 Nos.   |
| 4. Output Switch                                                                                                                           | 3 Nos.   |
| 5. UPS Battery Breaker                                                                                                                     | 6 Nos.   |
| 6. Distribution Boards                                                                                                                     | 34 Nos.  |
| 7. Light Fittings                                                                                                                          | 450 Nos. |
| 8. UPS 40 KVA                                                                                                                              | 2 Nos.   |
| 9. UPS 100 KVA                                                                                                                             | 2 Nos.   |
| 10. UPS 200 KVA                                                                                                                            | 2 Nos.   |
| 11. UPS 400 KVA                                                                                                                            | 2 Nos.   |
| 12. Batteries (4 setsX40 nos.=160 nos. 220 Ah<br>2 setsX40 nos.=80 nos.120 Ah, 2 setsX48=96 nos.26 Ah,<br>6 setsX43 nos.=258 nos., 150 Ah) | 12 Sets. |
| 13. Changeover Switch                                                                                                                      | 1 No.    |
| 14. Busbar Trunking below false flooring                                                                                                   | 216 Mts. |
| 15. Intelligent PDU                                                                                                                        | 12 Nos.  |

### **Air conditioning**

|                              |         |
|------------------------------|---------|
| 1. 22 TR Packaged AC         | 2 Nos.  |
| 2. 16.5 TR Packaged AC       | 2 Nos.  |
| 3. 2 TR Concealed Split AC   | 8 Nos.  |
| 4. 2.5 TR High wall Split AC | 4 Nos.  |
| 5. 2 TR High Wall Split AC   | 2 Nos.  |
| 6. 11.3 TR Precision AC      | 24 Nos. |
| 7. 22.7 TR Precision AC      | 2 Nos.  |

### **CCTV**

|                       |         |
|-----------------------|---------|
| 1. Fixed Dome Cameras | 60 Nos. |
| 2. Bullet Cameras     | 14 Nos. |
| 3. LED Monitor        | 1 No.   |
| 4. Port Switch        | 5 Nos.  |
| 5. Patch Panel        | 3 Nos.  |

### **Access Control**

|                            |         |
|----------------------------|---------|
| 1. Proximity Card Readers  | 18 Nos. |
| 2. Fingerprint Card Reader | 18 Nos. |



|                           |         |
|---------------------------|---------|
| 3. Break Glass Unit       | 18 Nos. |
| 4. Magnetic Locks         | 18 Nos. |
| 5. Web Camera             | 1 No.   |
| 6. Fingerprint Enrollment | 1 No.   |
| 7. Access System PC       | 1 Set.  |

#### **Fire Detection and FM 200**

|                                |          |
|--------------------------------|----------|
| 1. Smoke Detectors             | 360 Nos. |
| 2. Fire Extinguishers          | 39 Nos.  |
| 3. FM 200 Cylinders            | 24 Nos.  |
| 4. Repeater Panel (Fire Alarm) | 1 No.    |
| 5. FM-200 Gas Release Panel    | 8 Nos.   |
| 6. FM-200 Gas Release Station  | 8 Nos.   |
| 6. VESDA Panel                 | 8 Nos.   |
| 7. Co2 Sensor                  | 6 Nos.   |
| 8. H2 Sensor                   | 2 Nos.   |
| 9. Hooter                      | 18 Nos.  |
| 10. MCP                        | 8 Nos.   |

#### **WLD**

|               |        |
|---------------|--------|
| 1. WLD Module | 8 Nos. |
|---------------|--------|

#### **Public Address System**

|             |         |
|-------------|---------|
| 1. Speakers | 70 Nos. |
|-------------|---------|

#### **BMS System**

|                                        |        |
|----------------------------------------|--------|
| 1. DDC (Digital Data Controller) Panel | 7 Nos. |
|----------------------------------------|--------|

#### **Rodent Repellant System**

|                           |          |
|---------------------------|----------|
| 1. Rodent Repellant Panel | 13 Nos.  |
| 2. Rodent (Satellites)    | 209 Nos. |

#### **Server & Network Rack Space**

|                  |         |
|------------------|---------|
| 1. Server Racks  | 90 Nos. |
| 2. Network Racks | 46 Nos. |

#### **Structured Cabling (LAN)**

|                                                 |           |
|-------------------------------------------------|-----------|
| 1. Intelligent Cabling Ports (for Server racks) | 2400 Nos. |
| 2. CAT 6 Data Ports                             | 150 Nos.  |
| 3. CAT 6 Voice Ports                            | 150 Nos.  |
| 4. CAT 6 Fire & Security Ports                  | 108 Nos.  |

## **Data Centre, Chennai**

### **Civil and Interiors**

|                                                   |             |
|---------------------------------------------------|-------------|
| 1. Full Height Aluminum Partition Including Doors | 230 Sq.mts. |
| 2. Gypsum Board False Ceiling                     | 190 Sq.mts. |
| 3. Armstrong False Ceiling-mineral                | 40 Sq.mts.  |
| 4. Armstrong False Ceiling-metal Tile             | 230 Sq.mts. |
| 5. False Floor                                    | 230 Sq.mts. |
| 6. Granite Tiles                                  | 140 Sq.mts. |

### **Electrical, UPS and Batteries**

|                        |          |
|------------------------|----------|
| 1. Main Panels         | 2 Nos.   |
| 2. Distribution Boards | 26 Nos.  |
| 3. Light Fittings      | 115 Nos. |
| 4. UPS 100 KVA         | 2 Nos.   |
| 5. Batteries           | 80 Nos.  |
| 6. Sub Panel           | 6 Nos.   |
| 7. Bus Bar             | 4 Nos.   |
| 8. UPS 125 KVA         | 2 Nos.   |
| 9. Batteries           | 82 Nos.  |
| 10. UPS 250 KVA        | 2 Nos.   |
| 11. Batteries          | 160 Nos. |

### **Air Conditioning**

|                               |         |
|-------------------------------|---------|
| 1. 3 TR ductable split A/C    | 1 No.   |
| 2. 5.5 TR High Wall A/C       | 2 Nos.  |
| 3. 12 TR Precision A/C        | 1 No.   |
| 4. 14 TR Precision A/C        | 13 Nos. |
| 5. 1.5 TR High wall Split A/C | 2 Nos.  |
| 6. 2 TR High wall Split A/C   | 5 Nos.  |
| 7. 2.5 TR High wall Split A/C | 6 Nos.  |
| 8. 8.75 TR Ductable Split A/C | 2 Nos.  |

### **CCTV**

|                                       |         |
|---------------------------------------|---------|
| 1. High Resolution Fixed Dome Cameras | 31 Nos. |
| 2. PTZ Cameras                        | 1 No.   |
| 3. 16 Channel Multiplexer             | 2 Nos.  |
| 4. Viewing Monitor                    | 2 Nos.  |

### **Access Control**

|                                          |         |
|------------------------------------------|---------|
| 1. Proximity Card Readers                | 19 Nos. |
| 2. Controlling PC                        | 1 No.   |
| 3. Access Control Panel                  | 3 Nos.  |
| 4. Proximity Card Readers with Biometric | 3 Nos.  |

### **Fire Detection and FM 200**

|                         |         |
|-------------------------|---------|
| 1. Smoke detectors      | 67 Nos. |
| 2. Fire Alarm Panel     | 1 No.   |
| 3. FM 200 control panel | 5 Nos.  |
| 4. Fire extinguishers   | 17 Nos. |

- |                   |         |
|-------------------|---------|
| 5. Cylinders      | 12 Nos. |
| 6. Heat Detectors | 3 Nos.  |

**BMS**

- |                 |       |
|-----------------|-------|
| 1. BMS Software | 1 Lot |
| 2. BMS PC       | 1 No. |

**Rodent Control / VESDA Panel**

- |                      |         |
|----------------------|---------|
| 1. Rodent Controller | 10 Nos. |
| 2. VESDA Panel       | 4 Nos.  |

**Water Leakage Panel**

- |                               |        |
|-------------------------------|--------|
| Water Leakage detection panel | 2 Nos. |
|-------------------------------|--------|

## Appendix-F

### Indicative Price Bid

The indicative Price Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification–“**Indicative Price Bid for Facility Management Services in SBI Data Centres at Belapur & Chennai**”.

**Name of the Bidder:**

**Name of the Bidder:**

| Name of the Bidder: |                       |                                 |                    |                    |                    |                     |                                            |
|---------------------|-----------------------|---------------------------------|--------------------|--------------------|--------------------|---------------------|--------------------------------------------|
| Sr. No.             | Type of services      | Quantity/<br>No of<br>Resources | Cost in Rs.        |                    |                    | Total amount in Rs. | Proportion to Total Cost (in percentage) # |
|                     |                       |                                 | 1 <sup>st</sup> Yr | 2 <sup>nd</sup> Yr | 3 <sup>rd</sup> Yr |                     |                                            |
| Navi Mumbai         |                       |                                 |                    |                    |                    |                     |                                            |
| 1.                  | BMS                   | 6                               |                    |                    |                    |                     |                                            |
| 2.                  | Electrician           | 10                              |                    |                    |                    |                     |                                            |
| 3.                  | AC Tech.              | 6                               |                    |                    |                    |                     |                                            |
| 4.                  | Housekeeping          | 10                              |                    |                    |                    |                     |                                            |
| 5.                  | Security Guard        | 10                              |                    |                    |                    |                     |                                            |
| 6.                  | Facility Manager      | 1                               |                    |                    |                    |                     |                                            |
| 7.                  | Asst Facility Manager | 1                               |                    |                    |                    |                     |                                            |
| 8.                  | Material              | xxx                             |                    |                    |                    |                     |                                            |
| Chennai             |                       |                                 |                    |                    |                    |                     |                                            |
| 1.                  | BMS                   | 3                               |                    |                    |                    |                     |                                            |
| 2.                  | Electrician           | 3                               |                    |                    |                    |                     |                                            |
| 3.                  | AC Tech.              | 3                               |                    |                    |                    |                     |                                            |
| 4.                  | Housekeeping          | 5                               |                    |                    |                    |                     |                                            |
| 5.                  | Security Guard        | 7                               |                    |                    |                    |                     |                                            |
| 6.                  | Facility Manager      | 1                               |                    |                    |                    |                     |                                            |
| 8.                  | Material              | xxx                             |                    |                    |                    |                     |                                            |
|                     | Total Cost *          |                                 | xxx                |                    |                    |                     | 100                                        |

# The ‘Proportion to Total Cost’ percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

\* This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the reverse auction.

**Breakup of Taxes and Duties**

| Sr. No.     | Name of activity/Services | Tax 1               | Tax 2 | Tax 3 |
|-------------|---------------------------|---------------------|-------|-------|
|             |                           | Mention Name of Tax |       |       |
|             |                           | GST%                |       |       |
| 1.          |                           |                     |       |       |
| 2.          |                           |                     |       |       |
| 3.          |                           |                     |       |       |
| Grand Total |                           |                     |       |       |

**Name & Signature of authorised signatory****Seal of Company****Illustration**

| Particulars                              | Indicative Price Bid Quote (INR) | Proportion to Total Cost 'G' (in %age) of indicative price bid | Final Price (INR) in reverse auction | Minimum final price should not be below (INR) | Maximum final price should not exceed (INR) |
|------------------------------------------|----------------------------------|----------------------------------------------------------------|--------------------------------------|-----------------------------------------------|---------------------------------------------|
| <i>A</i>                                 | <i>B</i>                         | <i>C</i>                                                       | <i>D*</i>                            | <i>E</i><br>(95% of D)                        | <i>F</i><br>(95% of D)                      |
| Item 1                                   | 25                               | 13.16                                                          | 9.87                                 | 9.38                                          | 10.36                                       |
| Item 2                                   | 50                               | 26.32                                                          | 19.74                                | 18.75                                         | 20.72                                       |
| Item 3                                   | 75                               | 39.47                                                          | 29.60                                | 28.13                                         | 31.09                                       |
| Item 4                                   | 40                               | 21.05                                                          | 15.79                                | 15.00                                         | 16.58                                       |
| <b>Grand Total</b><br>(1 + 2 + 3 + 4)= G | <b>190</b>                       | <b>100</b>                                                     | <b>75</b>                            |                                               |                                             |

\* Ideal final price breakup based on final price of INR 75 quoted in the reverse auction.

Note: The bid price should include all taxes, duties & statutory levies, Octroi, NMMC cess etc. However, GST as applicable will be paid at actuals.

The selected bidder will submit breakup in the same format, on their Company letter head.

**Name & Signature of authorised signatory****Seal of Company**

**Certificate of Local Content**

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,  
The Dy. General Manager (IT)  
Data Center and Cloud Services  
State Bank Global IT Centre  
CBD Belapur. Navi Mumbai.

Dear Sir,

**Ref: RFP No. SBI/GITC/DC & CS/2019-20/637 dated: 29/08/2019**

This is to certify that proposed \_\_\_\_\_ <details of services> is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

**Signature of Statutory Auditor/Cost Auditor**  
**Registration Number:**  
**Seal**

**Counter-signed:**

**Bidder**

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

1. THIS 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).
  
1. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support **Facility Management Services in SBI Data Centres at Belapur & Chennai** (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/GITC/DC & CS/2019-20/637 dated: 29/08/2019**.
  
2. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of 03 year(s) subject to the terms and conditions mentioned in the RFP.
  
3. 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 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.

4. 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 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 not exceeding 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 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.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us 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:**

- i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_/- (Rs. \_\_\_\_\_only)
- ii. This Bank Guarantee shall be valid upto\_\_\_\_\_
- iii. 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 \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

\_\_\_\_\_  
**Authorised official**

**Penalties**

In case, Bank notices slackness or irregularity in the work entrusted, Bank can deduct 5% of the quarterly payment, maximum to 10% of the amount payable in a year. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

In case any staff leaves Bank's site without information & without surrendering the access card for Data Centre and for Bank office. Bank will deduct Rs. 1000/- for each card from the very next payment to the company.

If any manpower shortage, is reported in any shift/day, the proportionate payment plus additional 2% will be deducted as penalty.

The penalty may be recovered from project cost/BG as per discretion of the Bank

**Service Level Agreement**

**Contract Agreement /SLA -Terms & Conditions**

**a) Licensing Requirements**

**STATUTORY COMPLIANCE**

- a) Service Provider shall obtain by complying with all statutory and prescribed rules and regulations, all licenses, permissions, certificates, registrations to enable it to discharge its obligations under this agreement, which shall be a condition precedent. Service Provider shall furnish BANK with copies of all such licenses, certificates etc., as and when demanded by BANK.
- b) Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund (PF), Minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act, Workmen Compensation Act and all other applicable to labour enactment. Service Provider shall maintain proper books of account, records and document and shall produce them to BANK as and when required by them.
- c) Service Provider shall alone be responsible for the payment of wages and all other statutory payments / legal dues payable to its employees deployed under this Agreement, from time to time and at all times, during the currency of this Agreement. Service Provider should furnish proof of all such payments to its employees deployed at the BANK's site and also the proof of Statutory Remittances towards ESI and PF etc. Further Service Provider should furnish if need be the proof of statutory deduction of its employees engaged at BANK's premises.

**b) Performance Requirements**

**NATURE OF SERVICES**

SERVICE PROVIDER shall employ efficient, qualified and trust worthy personnel to render

Facility Management Services i.e. M & E (HVAC Operations, Electro - Mechanical, Services, Building Management System), House Keeping and Security Services which are fully described in RFP.

Service Provider shall submit reports on the execution of the work, deployment of its personnel, on a basis mutually agreed upon, which shall be scrutinized by the authorized representative of Bank for corrective measures to be adopted by Service Provider in discharge of its services.

#### **PLACE OF WORK AND DEPLOYMENT OF PERSONNEL:**

- a) Bank's authorized officials shall from time to time communicate to Service Provider indicating its service requirements with instructions / specifications and the place / location where the said services have to be rendered.
- b) Upon receiving such communication from Bank, Service Provider shall deploy its personnel for carrying out the services as per Bank's requirements / specifications.
- c) The personnel employed by Service Provider will be morally good, physically and medically fit (no chronic illness) with good body physique, robust, good height and normal eye sight (6/6 with or without glasses) to carry out the assignments to the Satisfaction of Bank.
- d) Service Provider shall, before deploying its employees as contemplated above, submit to Bank the necessary details of such personnel, including their names, addresses, qualifications, experience etc.
- e) Bank shall have right to ask for replacement of any or all of the employees so deployed by Service Provider, in the event Bank finds the said personnel of Service Provider, not meeting the requirements or not up to the satisfaction of Bank on any account.
- f) Service Provider shall give undertaking that all the personnel deployed by it for carrying out the work under the Agreement shall be its own employees, with the exception of Security Staff, and under no circumstances and on no account the employees of Service Provider, or its sub-contracted Security Staff, shall be construed or deemed to be employees of Bank. All the persons employed or engaged by Service Provider including the outsourced Security Staff, in connection with its obligation under this agreement shall be employees of Service Provider.
- g) Service Provider shall display the Charter of duties of Guards / BMS staff at their designated location in consultation with Bank.
- h) Service Provider shall provide a well defined Standard Operating Procedures (SOP) detailing the work procedures and necessary actions with escalation procedures
- i) need to be carried out in the event of emergency including Bomb or Fire.
- j) Any change in manpower / replacement shall be done after getting clearance from the Security Officer / Fire Officer.

k) The service provider has to arrange the requisite number of staff for any of the shift to meet the specific staff requirement as mention in the above table. Proper backup arrangement is responsibility of the service provider.

l) The duty of staff should not be repeated in subsequent shift. However, the continuation of duty can be allowed in exceptional situations like natural calamity or any similar circumstances resulting in not accessibility to Data Centre by next shift staff.

m) In case of reduction in service requirement/shut down of the Data Centre facility, bank may ask to reduce the manpower accordingly at any centre (Navi Mumbai/Chennai).

n) The company should take care for the stipulated minimum wages set/revised by the Govt /Authorised Body from time to time.

o) Verified details of staff deployed at Bank's site must be submitted (Name, Father's Name, Aadhar no, Contact No, Address) and Background verification report from appropriate authority. Revised details should be submitted as and when any changes take place.

**c) Supervision**

SERVICE PROVIDER shall deploy its authorized representatives and supervisors to be present at the place of work during all working hours to ensure satisfactory rendering of services. Service Provider shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions / directions are issued to them in the course of the performance of the tasks.

**d) Standard Of Discipline**

Service Provider shall ensure that its employees while carrying out their obligations under the scope of this RFP shall observe all required standards of cleanliness, decency and decorum, safety and general discipline. All personnel deployed should be neatly dressed and well groomed at work. If any of the employee(s) engaged by Service Provider is / are indulge in misdoing, Service Provider should replace the employee (s) immediately and should give replacement and also co-operate in the investigation if the need arises.

**e) Termination / Reduction**

This Contract can be terminated by either party by giving three months prior notice in advance, in the event of poor service, contravention/violation of labor laws, or breach of contract.

- In case of reduction in service requirement/shut down the facility, bank may ask to reduce the manpower accordingly at any center (Belapur/Chennai).

**f) Charges & Payment terms**

BANK will pay to the Service Provider on the agreed amount as per Appendix E, pertaining to the Facility Management Services i.e. **M & E (HVAC Operations, Electro - Mechanical, Services, Building Management System), House Keeping and Security Services** for its Data Centre at Mumbai & Chennai.

Service Provider shall raise Invoice for the services rendered for the month on or before the 30<sup>th</sup> / 31<sup>st</sup> day of the said month and the same shall be paid by BANK by 10<sup>th</sup> day of the succeeding month, including the Service Tax and VAT on the prevailing rates. The total amount will be paid subject to applicable TDS and all other applicable deductions, for the manpower deployed (schedule given under para 7 of this RFP) for rendering the services as laid down in this RFP.

**g) Services during the contract period**

The bidder will provide uninterrupted services to Bank during the currency of the Contract and should be available to the Bank, in case Bank decides to extend the services for a period of additional one year block subject to maximum 2 blocks.

**h) Tools and Consumables**

The selected bidder will be responsible to make necessary arrangements for carrying out the Facility Management Services entrusted by the Bank, including all tools and consumables.

**i) Limitation of Liability**

For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total amount payable by bank to the service provider during the last preceding year

Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

The limitations set forth herein shall not apply with respect to:

- (i) Damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
- (ii) Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- (iii) When a dispute is settled by the Court of Law in India.
- (iv) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

**j) Confidentiality / Secrecy**

- a) Service Provider, its supervisors, its employees and anyone acting under it for the purpose of this Agreement shall maintain strict confidentiality of the information belonging to BANK that may have come into its/ their possession or knowledge because of the services rendered by them under this Agreement. Such information shall not be divested or disclosed to any third party under any circumstances, whatsoever, without obtaining prior written approval from BANK. Service Provider will not disclose the physical specifications of any equipment maintained in the Data Centre, nor take any photograph of any part of the premises. No damage shall be done to the assets of the Data Centre. Service Provider will abide by all Security / Secrecy rules laid down by BANK. Each employee of Service Provider will sign a statement of non-disclosure.
- b) Service Provider shall not hold it out as associated with BANK in any manner other than for the purposes of rendering the services under this Agreement.

**k) Periodic Review & Inspection**

The services rendered by the Service Provider will be reviewed every quarter against the SLA drawn under the Agreement.

**Penalty**

In case, Bank notices slackness or irregularity in the work entrusted, Bank can deduct 5% of the quarterly payment, maximum to 10% of the amount payable in a year.

In case any staff leaves Bank's site without information & without surrendering the access card for Data Centre and for Bank office. Bank will deduct Rs. 1000/- for each card from the very next payment to the company.

If any manpower shortage, is reported in any shift/day, the proportionate payment will be deducted as penalty.

The penalty may be recovered from project cost/BG as per discretion of the Bank

## **Termination**

If the contract is terminated under any termination clause mentioned in this RFP, the Vendor should hand over all documents / Bank's data/ resources or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP.

The Bank's right to terminate a contract will be in addition to the penalties mentioned in the SLA/Contract.

### **l) Transition Requirement**

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 10% of the annual contract amount on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

### **m) Indemnity**

Service Provider shall indemnify and keep fully indemnified BANK, its Officers and employees from and against all claims, demands, actions, suits and proceedings whatsoever that may be brought or made against BANK by on behalf of any person, body, authority, whomsoever and all duties, levies, penalties, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which BANK may now or hereafter be liable to pay, incur or sustain by virtue of as a result of any act of negligence, commission or omission by employees of Service Provider in the course of work under this agreement and / or any breach or violation of the terms and conditions of this Agreement. Service Provider agrees that BANK shall without prejudice to any right, be entitled to deduct from any payments / amount due and payable by BANK to Service Provider for any such duties, levies, penalties, taxes, losses, damages, costs, charges and expenses etc.

A deduction of up to 10% of the monthly contract value will be made in case there is a serious lapse in service that could result in significant risk to the Data Centre



environment, or in case there is consistent absence of staff or non-provision of staff.

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at \_\_\_\_\_ 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 its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~, having its registered office at \_\_\_\_\_ (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 (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. 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 developed, 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 free from any confidentiality obligations 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 and without confidentiality restrictions on use and disclosure; 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 "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party 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 Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service

Provider appoints any Sub-Contractor (if allowed) then 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. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (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 (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

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

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized 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.
  - i. Suspension of access privileges

- ii. Change of personnel assigned to the job
- iii. 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 sole and 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's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (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. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (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) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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 \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_ (place)

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

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

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

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

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

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



**Format for Submission of Client References**

**To whosoever it may concern**

| Particulars                                            | Details |
|--------------------------------------------------------|---------|
|                                                        |         |
| <b>Client Information</b>                              |         |
| Client Name                                            |         |
| Client address                                         |         |
| Name of the contact person and designation             |         |
| Phone number of the contact person                     |         |
| E-mail address of the contact person                   |         |
| <b>Project Details</b>                                 |         |
| Name of the Project                                    |         |
| Start Date                                             |         |
| End Date                                               |         |
| Current Status (In Progress / Completed)               |         |
| <b>Size of Project</b>                                 |         |
| Value of Work Order (In Lakh) (only single work order) |         |
|                                                        |         |

**Name & Signature of authorised signatory**

**Seal of Company**

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

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its \_\_\_\_\_ Department / Office at Global IT Center \_\_\_\_\_ at \_\_\_\_\_ CBD \_\_\_\_\_ Belapur, \_\_\_\_\_ 400614, (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/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt

practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. Commitments of the BUYER**

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

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding

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

electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

### **3. Previous Transgression**

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

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the

complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the

BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## 6. **Fall Clause**

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

## 7. **Independent Monitors**

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

|                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Shri Johny Joseph</b><br/>Retired IAS</p> <p>Address: 701-702, Callalily-Y,<br/>Nagar Amrit Shakti, Chandivali,<br/>Andheri (East),<br/>Mumbai - 400072.</p> <p>Mobil No : 9819131000<br/>Landline : 022/28575014</p> <p>Email : <a href="mailto:Johnyjoseph49@gmail.com">Johnyjoseph49@gmail.com</a></p> | <p><b>Shri K Chandrahas</b><br/>Retired IAS</p> <p>Address: G1, Reliance Homes<br/>8-2-547/R, Road No. 7<br/>Banjara Hills<br/>Hyderabad - 500 034</p> <p>Mobil No : 8008449678<br/>Landline : 040/23354178</p> <p>Email : <a href="mailto:kchandrahas@yahoo.com">kchandrahas@yahoo.com</a></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.



**8. Facilitation of Investigation**

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

**9. Law and Place of Jurisdiction**

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

**10. Other Legal Actions**

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

**11. Validity**

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

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

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

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1.

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**