

<b>NIT NO</b>	AMR20211002
<b>DATE</b>	13/10/2021

**TENDER DOCUMENT FOR**

RATE CONTRACT FOR SITC of BIOMETRIC ACCESS CONTROL SYSTEM (BACS) at  
select Branches of SBI in the state of Andhra Pradesh

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**THROUGH E-TENDERING PROCESS**

**The AGM(Security),  
Amaravati Circle Office,  
2<sup>nd</sup> Floor, SBI Amaravati LHO Building,  
Gunfoundry, Abids, Hyderabad – 500 001**

### **NOTICE INVITING TENDER (NIT)**

State Bank of India, LHO, Amaravati invites online tenders for rate contract as regards BACS only from those bidders who have been empaneled based on the eligibility criteria, technical spec, product demonstration, etc and the same has been communicated to them, only need to apply. Attention is also drawn to Ministry of Commerce and Industry, GOI order "Public procurement (Preference to Make in India), Order P-45021/2/2017-PP (BE-II) dated 4.06.2020, which has to be complied with.

1.	Name of the Work	Rate contract for supply, installation, testing, commissioning (SITC) of Biometric Access control system (BACS) at Branches of SBI in the state of Andhra Pradesh.
2.	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this NIT)	AGM (Security), State Bank of India, Hybank Tower, Circle security Deptt., Abids Road, Gun foundry, Hyderabad (TS): 500001.
3.	Scope of Work	<p>i. To enhance the security deterrence potential of the CC branches, the Bank proposes to invite tenders from eligible vendors who have been empaneled for rate contract for supply, installation, testing, commissioning and maintenance of BACS as per technical specification /scope of work mentioned in the empanelment document.</p> <p>ii. SITC of BACS as per the Branch/Office requirement</p> <p>iii. Comprehensive Onsite warranty of 1 Yr followed by 4 Years Onsite Comprehensive AMC for new BACS installation.</p> <p>iv. 4 Years Onsite Comprehensive AMC of the existing BACS (of various brands) from the date of entering SLA.</p>
4	Eligibility of the contractor	<p>i. Only Empaneled Vendors/Contractors of the respective category in the panel of SBI -Amaravati Circle as communicated to them only need to apply.</p> <p>ii. The vendor should have a valid digital signature to participate in the online tendering process</p>
5	Tender documents available for download from the websites:	<p>i. <a href="https://www.sbi.co.in/en/web/sbi-in-the-news/procurement-news">https://www.sbi.co.in/en/web/sbi-in-the-news/procurement-news</a></p> <p>ii. <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a></p>
6	Availability for download from the above web site	From 13.10.2021 to 27.10.2021
7	Last date for requesting clarification	i. All communications regarding points / queries requiring clarifications shall be given in writing in the Pre Bid meeting.
8	Pre - Bid Meeting Date / Time and venue	From 3.00 P.M to 6.00 P.M on 18.10.2021 at AGM (Security), State Bank of India, Hybank Tower, Circle security Deptt., Abids Road, Gun foundry, Hyderabad (TS): 500001.
9	Clarifications to queries raised at pre-Bid meeting will be provided by	On 22.10.2021 in the e-tender portal and the Bank website. No individual communications.

	the Bank.	
10	Last date and time for submission of online e-tender at <a href="https://etender.sbi">https://etender.sbi</a>	27.10.2021 by 3.00 P.M.
11	Date and Time of opening of e-Tenders (Technical)	27.10.2021 at 3.30 P.M.(IST).
12	Date and Time of opening of Price e-Tender:	30.10.2021 at 3.30 P.M.(IST).
13	Contact details of agency appointed for conducting E Tendering	e-Procurement technologies Limited, Ahmedabad. Primary Contact Numbers:- +91-9904406300, 9510812960, 9265562821, +916354919566 1. Mr.Nandan Valera:- nandan.v@eptl.in-9081000427
14	Validity of tender	90 days from publishment of the NIT.
15	Rates quoted by bidder	i. The quoted rate should be inclusive of Cost of materials, all taxes (excluding GST), wastages, Octroi, overheads, profit, statutory expenses, incidental charges and all related expenses required for the completion of the work. ii. Additional claims other than the quoted amount will not be entertained.
16	Terms of Payment	i. 100% payment on successful installation, testing and commissioning of the BACS. ii. Advance will not be paid iii) CAMC amount would be paid at quarterly intervals
17	Performance Bank Guarantee	i. An amount of Rs 50,000/- per AO on being awarded the contract. ii. Validity period from the date of entering agreement / SLA at respective AO till the completion of the defect's liability period and Onsite Comprehensive AMC with a claim period of three months.
18	Defects Liability Period	12 Months (Twelve months) from the date of commissioning and handing over to SBI.
19	Time for completing the work after issue of PO	4 Weeks from the date of the PO.
20	Liquidated Damages for delay in work	If the work is delayed beyond the scheduled completion period of 4 weeks from the date of Purchase order, then 1% of the total value of the contract per week of delay or part thereof, will be deducted from the final bill value subject to max 10% of the contract price.
21	Tax Deduction at Source	As applicable from time to time
22	Check list of documents to be uploaded	1. Bidders are required to upload the scanned copy of signed and stamped NIT in PDF as uploaded by M/s SBI in the e-tender portal. This will satisfy digital signing of the terms and condition of the tender by the bidder.  2. E Tender price bid form. 3. The vendors must submit certificate / undertaking from the OEM (in OEMs letter head) as regards BACS Control Panel and EM Lock that the: (a) The product mentioned in the Tender No: ..... of SBI meets our manufacturing specification.

		(b) The rate quoted by our dealer M/s ..... is reasonable and is in line with the market rate and they can supply / install the equipment to SBI. 4. Annexure "D", giving details of the product that the vendor proposes to supply as per specification along with catalogues.
23	Any additional information	i. Using of the multi brands for the same item is not permissible. Single brand should be used for entire period of empanelment. No change of brand will be permitted during the said period. ii. The SBI reserves the right to cancel or postpone the tenders at any stage without assigning any reason. iii. Claims for revision of the Quoted price by any bidder after identifying L1 will not be entertained.
24	For any queries or support in connection with the online tendering process, please contact our E-procurement solutions agency	e-Procurement Technologies Limited, Ahmedabad. 1. Mr.Nandan Valera:- nandan.v@eptl.in-9081000427 2. Mr.fahad Khan- fahad@eptl.in-9904406300 3. Mr.Shaikh Nasruddin- shaikh@eptl.in- 9510812960
25	SBI reserves the right to accept or reject any or all bids without assigning any reasons thereof, even after opening of the bids.	

## GENERAL CONDITIONS OF CONTRACT

### 1. Interpretation:

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

### 2. Definitions:

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

- i. **"The Employer/Bank"** 'means the State Bank of India (including branches and other offices) and any of its employee's representative authorized on their behalf.
- ii. **"Bidder"** means an eligible entity/firm submitting the Bid.
- iii. **"The Contract"** means the agreement entered between the Bank and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- iv. **"Vendor/Contractor"** is the successful Bidder to whom the work has been awarded.
- v. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

- vi. **“The Equipment/Product”** means all the hardware (BACS) along with the accessories, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- vii. **“The Works/Project”** shall mean the works to be executed or done under this contract.
- viii. **“The Services”** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance, and other such obligations of the Vendor covered under the Contract.
- ix. **“The Project Site”** means locations where the BACS is to be supplied and installed and services as desired in this tender document are to be provided.
- x. **“The Schedule of Quantities/BOM (Bill of material)”** shall mean the schedule of quantities as specified and forming part of this contract.
- xi. **“Deficiencies”** shall mean unsatisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby caused loss to the bank of this Agreement.
- xii. **“Root Cause Analysis Report”** shall mean a report addressing a problem or non-conformance, to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

### **3. Scope of work:**

Supply, installation, Testing, and commissioning of BACS consequent to issue of PO. Carrying out preventive maintenance during the free maintenance service onsite comprehensive warranty period and after that, Onsite Comprehensive AMC for both new and existing BACS installations.

### **4. Eligibility Criteria, Technical & Functional Specifications, BOQ & Compliances:**

- i. Bid is open to all Bidders who have submitted the documents substantiating eligibility criteria and Technical & functional specifications as given in **Annexure-A** of this document and empaneled for the purpose.
- ii. For the purpose of rate contract, estimated / expected Bill of Quantity (BOQ) for consideration would be as given in **Annexure-B** of this document.

### **5. Site and its location:**

The proposed SITC of BACS is to be carried out at our select SBI Branches in the state of Andhra Pradesh.

### **6. Bid Documents:**

i. The work must be carried out strictly according to the conditions stipulated in Bid consisting of the following documents and in the most workman like manner,

- (a) -NIT
- (b) - General Conditions of Contract
- (c) - Special conditions of Contract
- (d) - Price Bid

ii. The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- (a) - Price Bid
- (b) - Special conditions of Contract
- (c) - General Conditions of Contract
- (d) -NIT

iii. Complete set of Bid documents can be downloaded from the Bank's website <http://www.sbi.co.in> under "SBI in the News" link "procurement news" and also at our e-procurement agency's portal <https://etender.sbi> during the period mentioned in the NIT.

#### **7. Bid Preparation:**

i. The Bidder is advised to be conversant with the site condition and satisfy on his own responsibility and his own expenses all the relevant information and data which may be required for the purpose of preparation and submission of their bids:

ii. The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The SBI or 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.

iii. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

#### **8. Clarification / Amendments and corrigendum:**

i. Bidder requiring any clarification of the bidding document may notify us in writing as per **Annexure- C** at the address/by e-mail given in the NIT within the date/time mentioned.

ii. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website and e-tender portal as a corrigendum/Addendum. **No individual communication will be conveyed to the Bidders.** The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, 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. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

iii. Depending upon the Bank's requirements, a pre-Bid would be held, the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.

iv. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

v. Queries received after the scheduled date and time will not be responded/acted upon.

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

i. The Bidder shall not be required to submit any EMD.

#### **10. Bid Submission:**

i. Tenders should be submitted online on the website <https://etender.sbi>. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. Bidder will be responsible for any delay due to other issues.

ii. The bidders should submit their bids online with their valid digital certificate, which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

iii. The bidder shall submit the documents enlisted in the checklist in the NIT in the softcopy format. ie scanned copy of the documents either in PDF or JPEG format as required. The SBI will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

iv. The bidder shall submit his quotes **online** through the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is **unconditional**.

v. No claim for submission of offline bids will be entertained. Such bids will not be considered.

#### **11. Price Bid: rates quoted by Bidder:**

i. Total cost of product/solution (hardware equipment/ components/ software) with support (comprehensive warranty and Onsite comprehensive AMC) would be the Total Cost of Ownership (TCO) and must be quoted in commercial Bid.

ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period.

iii. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.

iv. The Bank reserves the right to re-negotiate the prices in the event of change in the required product specification, international market prices of both the hardware and software, unrealistic AMC charges for Comprehensive AMC.

v. The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of her / his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

vi. Any request for review of the price bid after the bid opening will not be entertained.

## **12. Opening and Evaluation of Bids:**

i. The online Bids will be opened at the office of the AGM(P&E), SBI office at Gun foundry. Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.

ii. In case, if the date of opening of price bid is declared as non-working day or Holiday, the bids will be opened on the next working day which will be intimated to the bidders.

## **13. Validity of Bids:**

i. The contracted rate will be valid for the period (i) From 01 Dec, 2021 to 31<sup>st</sup> May, 2024 for new purchase and (ii) From 01 Dec, 2021 to 30<sup>th</sup> May, 2029 in respect of warranty cum CAMC. (Up to end of support period including CAMC for all PO issued during the period of empanelment and within extended period as may be decided by the Bank.)

ii. Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to exclude the bidder from participation in the tender process.

## **14. PRELIMINARY EXAMINATION**

i. M/s SBI will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

ii. If a Bid is not conforming to the terms and conditions, it will be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the bid.

iii. At any stage, we are informed by the OEM in writing / or we are in possession of credible evidence that the letter uploaded by the vendor as part of the NIT for e Tender document, is forged/ tampered / color xerox / falsified letter of undertaking; not only the vendor would be backlisted for 10 Yrs, but all other measures would also be taken against the vendor for resorting to unethical business practice.

## **15. Evaluation of Price bids and Finalization:**



i. The L1 Bidder will be selected based on TCO of the price evaluation quoted in the E Tendering.

ii. In case, the L1 amount quoted by two or more vendors is the same, such lowest contractors will again be asked to submit sealed / online "Revised Offers" on the original Estimated Cost of tender, but the revised offer shall, in no case, be higher than the earlier offer quoted during their initial offer for the project. The L1 shall be decided based on revised offers.

iii. The process of online rebidding amongst the two or more contractors offering same rates shall continue till L1 bidder is discovered.

iv. In case, any of such contractors or all contractors (who have quoted same tender amount in the initial bidding or subsequent bidding) refuse to submit revised offer, it shall be treated as "Withdrawal of tender" by the Contractor before acceptance by SBI and they shall not be allowed to participate in the re-tendering process for the work.

v. If the final L1 bid is unreasonably low ie L1 bid is less by 10% or more of the Estimated Cost, the contractor shall submit additional Security Deposit in the form PBG for an amount equal to difference in the estimated cost vis-a-vis final tender amount quoted by the L1 contractor.

vi. If the L1 bidder refuses to give the PBG, the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.

vii. The Bidder should quote for all the items/services desired in this Annexure "B". In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation 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.

viii. An abnormally low bid in which the bid price, in combination with other elements of the Bid, appear so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price, written clarification from the bidder including detailed price analysis of its bid price in relation to scope, schedule, allocation of risk and responsibility, any other requirements of the bid document would be sought. The bank shall determine that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the bank may reject the bid / proposal.

## **16. Contacting the SBI OR Bank:**

i. No Bidder shall contact SBI or Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

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

## **17. AWARD CRITERIA**

i. L1, L2 & L3, must have submitted certificate / undertaking from the OEM as regards BACS Control Panel and EM Lock that the:

(a) The product mentioned in the Tender No: ..... of SBI meets our manufacturing specification.

- (b) The rate quoted by our dealer M/s ..... is reasonable and is in line with the market rate and they can supply / install the equipment to SBI.
- ii. For the purpose, awarding of contract all AOs would be considered at par regarding likely new / existing installations, CAMC etc.
- iii. The order would be awarded in the ratio as specified under to the successful Bidder whose Bid is the lowest evaluated Bid. No separate PO for the CAMC to the contractor would be issued after the completion of the comprehensive warranty period of one year. L2, L3 would be considered if and only if they are prepared to match the Bid value of L1.
- (a) L1 so identified in the Tender would be allotted 3 AOs, L2 would be allotted 2 AOs and L3 1 AO.
- (b) In case L1 does not take up the PO, then the number of AOs would be equally distributed between L2 & L3 at the L1 rates. L1 bidder would be barred / blacklisted as per bank norms and not permitted to take part in the re-tendering. The AO allotted would preferably be contiguous.
- (c) In case L2 does not take up the PO, the e Bid would be cancelled and retendered. In such an eventuality L2 bidder would be barred / blacklisted as per bank norms and not permitted to take part in the re-tendering
- iv. Bank will notify successful Bidder (**L1**) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- v. Upon notification of award to the L1, L2 & L3 Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website.
- vi. The successful Bidder will have to submit, Performance Bank Guarantee for the amount and validity as desired and strictly on the lines of format given at **Annexure-F** of this document together with acceptance of all terms and conditions of the NIT.
- viii. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- ix. SBI / Bank reserves the right at the time of award of contract to increase or decrease the number of AOs for the purpose of BACS SITC and / or services from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this NIT shall constitute sufficient grounds for the annulment of the award and forfeiture of the PBG.
- xi. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, copies of all necessary documents, licenses, certifications etc

**18. SBI's right to accept any Bid and to reject any or all Bids:**

i. SBI reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the 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 SBI's action.

ii. The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

iii. On successful SITC of the BACS, the vendor shall submit Annexure: "G" and consequent to which the SBI Branch Head would issue a certificate as given in Annexure: "H".

iv. Nothing stated herein above shall in any way release the supplier from any comprehensive warranty or other obligations under this Contract.

**19. Signing of Contract documents:**

i. The successful Bidder shall be required to enter a contract/ SLA with the respective AO / BPR outfit within 15 days of award of the tender or within such extended period as may be decided by the Bank along with the required PBG. However, the written acceptance of the Bid by the SBI/Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. **The agreement shall be as per bank's format.** All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement because of this tendering process shall be borne by the successful bidder.

**20. Installation:**

i. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

ii. Onsite comprehensive warranty for all the hardware, software components including free replacement of spares, parts, kits as and when necessary, will be 12 months from date of installation.

iii. Date of installation should be written with Permanent marker Pen on all major items like Control Panel & EM Lock on the item itself. For reckoning the onsite comprehensive warranty, the recorded date would be admissible.

iv. In case of new installation, all items that are part of PO (Control Panel & EM Lock), shall be delivered in the original company packing and the seal shall be broken after being shown to the Branch official. The bank can reject few / all of the items of the PO, if the OEM seal is tampered with. Pre opened / Tampered seal consignment would not be accepted (photo may be taken) and installation certificate would not to be issued by the bank.

v. All the cable must run through conduit pipe / capping strip even above the false sealing.

vi. The main source of power for the BACS shall be drawn from the bank's UPS via a MCB as provided in the BOQ. The Contractor shall not execute any extra work other than the Bank's written instruction. No works, for which rates are not specifically mentioned in the price bid, shall be taken up without written permission of the Bank.

vii. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the decision of SBI shall be accepted as correct and binding on the contractor.

viii. It is the responsibility of the Contractor to arrange/provide the tools, ladder, stands or any other gadgets or supports required for the execution of the work at site and Bank will not provide or entertain such requests.

ix. The EM Lock should be fixed with screws fitted to a branch specific clamp, which in turn would be fixed to the vault wall and in no case the EM Lock be fixed with any sort of adhesive (M Seal, Araldite etc). The Armature should be firmly fixed with two screws / nut bolt arrangement so as to ensure that the Armature does not rotate out of alignment.

x. Warranty for the System Software /off-the-shelf Software will be provided to the Bank which would be inclusive as per the general conditions of the sale. The vendor will provide support for all preinstalled software components during the warranty and CAMC period. The nature of updates and upgrades would be the sole responsibility of the vendor and it should fit with the purpose and must work with the vendor hardware. The vendor shall update the BACS software as and when new security patches are released.

## **21. Materials, Workmanship,**

i. All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by SBI during the execution of the work and to his entire satisfaction. The Contractor shall use only products bearing ISI marking in the work for those materials for which no makes are mentioned in the tender.

ii. No refurbished, second hand and spurious materials should be used. Should the contractor desire to substitute any specified materials with "Equal" or "Other approved" etc., he/they must obtain the specific approval of the Bank (AO) in writing for any such substitution, well in advance. SBI reserves its right to enquire and collect data from the vendor to confirm the authenticity of the materials. SBI has the right to stringent action against the contractor, as deemed fit, in addition to suspend / cancel the contract, and impose appropriate penalty as deemed fit by the bank.

iii. The successful bidders must provide scanned copy of catalogue / Photo of all the material product that has listed in (Annexure D), and they are required to be meaningfully labelled. The same would be uploaded onto the bank's website, for ready reference at the AOs.

iv. If the contractor has used any material which is not complying with the specifications, or the workmanship is bad or the material used is substandard or second hand etc, SBI shall during the progress of the work have power to order the removal and substitution of the material or proper re-execution of the work within a reasonable time. In case the contractor refuses to comply with the order, SBI shall have the power to employ other agencies to rectify or re-execute the work at the cost and risk of the contractor.

v. Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses.

vi. All expenses consequent thereon or incidental thereto as certified by SBI shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate shall relieve the contractor from his liability in respect of unsound work or bad materials.

## **22. Period of contract & extension of time:**

i. The Contract shall be executed within the stipulated period in the NIT. No request for extension will be entertained and the bidder must plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the tender.

ii. If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

(a) By force majeure (or)

(b) By reason of any exceptionally inclement weather (or)

(c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, then through the Contractor's own default (or)

(d) By the works not referred in the Schedule of Quantities or specifications (or)

(e) By reason of civil commotion, workmen strike or lock-out (or)

(f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions

iii. In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

iv. In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

### **23. Payment terms:**

#### **i. For the SITC of BACS**

- (a) No advance payment.
- (b) No part payment. 100% of the invoice value would be made on successful commissioning of the system.
- (c) Payment shall be made by way of electronic fund transfer and the bill will be paid by the Branch.
- (d) Bidder should furnish details of the bank a/c No, IFSC code along with their invoices.

ii. The final bill shall be accompanied by a certificate of completion or Commissioning report Annexure "G" signed by an official of the Bank/SBI. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

iii. The existing BACS that are under Onsite comprehensive warranty would continue be the responsibility of the current vendor. In case, the existing vendor fails to honour their commitment, bank would blacklist them after serving notice for a period not less than 10 years. Subsequently, the same shall be under Onsite comprehensive AMC with the Vendor.

#### **iv. For the CAMC**

- (a) No advance payment.
- (b) Quarterly payments will be released after the end of each quarter subject to deductions for shortfall in services and there is no fault report from the branch 5 days prior to the end of the Quarter.
- (c) The period of Onsite Comprehensive AMC for various BACS systems installed at different dates would end on March 31<sup>st</sup> , June 30<sup>th</sup> , September 30<sup>th</sup> and 31<sup>st</sup> December of the calendar year as the case may be.

(i) For the period, that is not a complete Qtr i.e Jan to March, April to June, July to September and Oct to December, CAMC charge would be as paid on prorata basis.

**Illustration:** Suppose a system was in installed on 25 January 2021, Comprehensive warranty would end on 24<sup>th</sup> January,2022. Assuming that the CAMC charge is Rs 5,000/ per yr, then the CAMC charge payable on pro rata basis for the incomplete Qtr would be:

$$5,000 \div 365 = 13.70$$

CAMC Charge payable is Rs 904/- (13.70 x 66 days)

Subsequent each Qtr would be Rs 5,000÷4= Rs 1250/- (notional)

- (d) For all billing purpose, system (BACS) is declared functional only when the EM Lock and armature is firmly fixed with two screws / nut bolt arrangement, Biometric details has been captured in the device and fully functional. Penalty clause will be invoked if the vendor fails to rectify the fault within 48 Hrs of the notice sent by the Branch head.
- (e) Field reports of the PM and breakdown maintenance reports shall be enclosed to the Invoices. The Fd report must be mailed to Branch email ID and Zonal Security officer within 10 working days of the visit. Non submission of Field report, shall be considered deficiency of service.
- (f) If the vendor technician is required to make more than three visits to the branch during a Quarter due to reasons attributable to the branch, the vendor would be paid as per the contracted rate.
- (g) In case CAMC charges are not paid by the RBO for any reason, the vendor would be informed about the same by way of "Notice" sent by any available means of communication even through email, whatsapp and given 10 working days to resolve the issue.
- (h) The Vendor shall provide standby BACS Panel in fully functional state in case the existing BACS Panel either under warranty / CAMC cannot be repaired or set right onsite and has to be taken to the vendor's shop floor/ workshop, transportation cost in this regard if any shall be borne by the vendor.
- (i) In case the branch desires a printout sheet of the BACS logs, the same shall be provided to the branch.

v. **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

vi. Statutory deduction towards income tax and other taxes as and when directions from statutory bodies are received will be made at the time of making payments. Currently, I.T. will be recovered @ 2 % plus surcharge or as applicable as per Government Rules. GST-TDS as per applicable rates will be deducted, wherever applicable.

vii. **GST:**

(a) It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.

(b) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted.

viii. The contractor should comply with the following.

(a) Contractor should have GST Registration Number

(b) Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision

(c) In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment

(d) Contractor should file his GST return in time accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor

(e) The GST Number of State Bank of India for Telangana State - 36AAACS8577K1ZQ

ix. The works will be paid for as “measured work” on completion of SITC, unless otherwise specified.

x. In the case of lump-sum charges in the tender, in respect of any items of service, payment will be made for the actual service done, as will be assessed by SBI.

xi. Payment would be made as per periodicity prescribed under various acts / law subject to satisfaction completion of work/s and submission of acceptable invoices at the appropriate office.

#### **24. Security Deposit in the form of PBG:**

i. The contractor shall provide PBG to the tune of Rs 50,000/- per AO and the lien shall be removed after the claim period. In case systems are still under Onsite Comprehensive AMC, beyond the empanelment period, PBG shall be retained for the said period.

ii. The PBG would be held at the AOs, while CAMC payment would be made at the respective RBOs / BPR outfits and DGM headed Br.

iii. The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defect's liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of PBG kept with the bank. The modality to invoke the PBG would rest with the respective custodians (AOs) of the same.

iv. During the contract period, all compensation, or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from any sum that may become due to the Contractor on any account whatsoever or from the PBG.

v. In the event of the PBG being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to make good, by additional bank Guarantee, any sum which have been deducted from his PBG.

#### **25. Penalties terms:**

i. Where the contractor is undertaking the CAMC, the penalty clause will be as per the special terms and conditions.

#### **26. Variation in Quantity / Substitution of items:**

i. The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the past experience shall be considered to be approximate and no liability shall attach to the employer for any error which may be discovered therein.

ii. The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning any reason thereof at the time of allotment / execution of work. Contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.

iii. The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. Nothing extra will be paid by the Bank on account of omission / deletion



of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards

iv. Bank reserves the right to order more quantities than what is mentioned in this tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this tender.

v. The price of all additional items/non-tendered items will be worked out based on rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components.

**27. Contractor's employees:**

i. The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced technicians, who are medically fit. They should be free from any contagious diseases. Till the time the COVID Pandemic is prevalent, the technician will follow and adhere to all COVID appropriate protocol and measures as will be existence / vogue like wearing of mask, maintain hygiene etc.

ii. The contractor shall provide necessary training on safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

iii. The technician shall not overstay in the Bank premises or in the odd hours or holidays unless or otherwise required by the Branch for specific reasons like maintenance, repair works etc.

**28. Working Hours at the site:**

i. As instructed by Bank. Contractor to ensure that the routine operations at the site are not affected by the contract work. If required, they have to work on the Bank Holidays in coordination with other agencies and Bank.

**29. Subcontracting:**

i. The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign, or sublet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

**30. Storage of materials:**

i. The contractor shall store their materials like Security alarm panel, wire, tools etc in the site with the permission of the Bank. However, the contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained by SBI or the Bank.

ii. On completion of the works, the contractor shall remove all tools, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank

### **31. Force Majeure:**

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

ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

### **32. Insurance & Damage to persons and property etc:**

i. The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid until the Completion of the project or handing over whichever is later.

ii. Should any loss or damage occur, the Vendor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

iii. The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

iv. The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

v. The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

vi. The contractor shall be responsible for all damage to any of the bank's property arising out of incidents, negligence or defective part while carrying out of this contract.

vii. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in

respect of any such claim or damages from any sums due to or to become due to the contractor.

**33. Termination of contract for default by SBI:**

i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:

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

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

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

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

**35. Disputes / Arbitration:**

i. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably.

ii. If, however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

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

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

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

**36. Governing Language:**

All communication with respect to the Bid, clarifications, replies, contract documents etc shall be in English.

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## SPECIAL CONDITIONS OF CONTRACT

### **37. Preventive and Breakdown Maintenance during onsite Comprehensive warranty Period & Onsite comprehensive AMC:**

i. All the BACS covered in this contract have to be maintained as per the standards of the original manufacturing company during the comprehensive warranty period as well as Onsite comprehensive AMC from the date of acceptance of the product by State Bank of India.

ii. All the new installations would be inspected by the Zonal Security Officer within one year of SITC. Any discrepancy in matters of technical specification or workmanship, the vendor would be given 15 days' time to rectify from the date of the Notice / formal communication / informal communication in the form of WhatsApp. The vendor has to place his technician for technical evaluation onsite of the system and if any reasons technical evaluation could not be carried out within a year, the same shall be done within a grace period of 6 months.

iii. The comprehensive warranty would be on-site and subsequent onsite comprehensive CAMC for all BACS and back-to-back support from the OEM. New installation of BACS would be on C-AMC 1+4 yrs on at constant rate and existing BACS would be on onsite comprehensive AMC for 4 years.

vi. During the comprehensive warranty period, the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank and ensure full compliance of system functionality.

vii. In case the existing BACS (under non comprehensive AMC as on date), requiring any part / component/s change / replacement not included in the rate contract, prevailing market price / contracted rates would be paid.

viii. All required tools and tackles (in good working condition) necessary for carrying out repair and maintenance works have to be provided by the vendor.

ix. During the term of the contract, the vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the repairs and maintenance services as under:

Type of Service	Comprehensive warranty Period	CAMC
Preventive Maintenance	Every Quarter	Every Quarter
Breakdown Maintenance	Within 48 hours of complaint	Within 48 hours of Complaint

### **38. Preventive maintenance:**

i. The Vendor shall conduct the following activities under Preventive Maintenance once within first 60 days of the installation of system and once in every quarter thereafter, during the currency of this agreement or on a day and time to be mutually agreed upon. Notwithstanding the foregoing, the Vendor recognizes Bank's operational needs and agrees that Bank shall have the right to require the Vendor to reschedule preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

SNo	Activity
1	Visual inspection of the BACS panel of any loose connection etc
2.	Whether the system is working as per the performance.
3.	Checking for main power supply
4	Clean the Control panel of all dust and traces of oily grit, and all components
5.	Ensure the EM Lock and Armature is firmly fixed and functional
6.	Checking of keypad button for proper functioning.
7.	All the cabling is firmly fixed
8.	Checking if all failure audible warning is working.
9.	Checking the logs, whether they are being recorded
10.	All the authorized officials are enrolled in the Control Panel

### **39. Working Hours for Repair and Maintenance:**

i. All activities under the scope of the contract shall be undertaken during working hours i.e. from 10.00 A.M. to 6.00 P.M. on all bank working days. In case any defects, faults and failures in the system could not be repaired or rectified during the said period, the technicians are required to accomplish their duties beyond the said schedules in case of any situation if it warrants.

### **40. Response Time on receiving the complaint:**

i. The maximum response time i.e. time required for Vendor's maintenance technicians to report to the Bank after a request call / fax /e-mail is made or letter is written by Bank shall not exceed 48 hours.

ii. Apart from regular letter communications, all telephonic/E-mail or Whatsapp communications from Bank are to be treated as formal communication for all practical purposes.

### **41. Replacement of Spare parts:**

i. Any worn or defective parts withdrawn from the equipment and replaced by the vendor during the comprehensive warranty period shall become the property of the vendor and the parts replacing the withdrawn parts shall become the property of Bank in case of comprehensive AMC.

ii. Only original spare parts/quality approved by the Bank will be permitted to be used for the maintenance during the CAMC Period.

iii. It is the responsibility of the Contractor to accurately specify the damaged spare parts to the Bank and to rectification of the fault.

iv. In the event of the equipment not being repaired or a workable solution not provided during onsite Comprehensive warranty period and the CAMC period, a penalty as per the penalty clause will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

v. Any reported Audit irregularity, the vendor shall submit "RCA" Root cause analysis within 48 working hours to the Circle Security Deptt.

#### **42. Escalation Matrix:**

i. The mobile number, land line number and email ID of the Contractor/Supervisor/Help desk to whom the complaints must be reported and that of Top Management level is to be provided to Bank for communication purpose. Any change in numbers shall be advised then and there to the Bank.

#### **43. Insurance for the Workmen:**

i. The technicians deployed under CAMC are to be covered by insurance under Workman Compensation Policy through reputed Insurance Companies during the CAMC Period. If demanded, Copies of the Insurance Policies are to be submitted to the Bank by the vendor.

ii. Bank is not responsible for any loss of life, damage, injury to the technicians while undertaking the Maintenance activity under CAMC contract or during the installation of new system. Vendor to ensure that all safety protocols are strictly followed while execution of the work. Vendor shall indemnify the Bank against any claims, damages, compensation for such losses.

#### **44. Extended Period of CAMC:**

i. In case the Bank needs the CAMC service beyond the period of CAMC, additional AMC Charges will be paid on the pro-rata basis for the period for which these units are to be maintained at the same unit rate as applicable to similar item in the original AMC and on the same terms and conditions of the CAMC.

ii. If any system covered under these CAMC are removed/dismantled/shifted from one branch or office to another branch/office, the Contract amount as per the unit rate of the Tender will be revised and suitable deductions made from the CAMC bills.

#### **45. Complaint / Service / Breakdown Register:**

i. The Bank shall maintain a register at its site in which, any person identified by Bank shall record each event of failure and / malfunction of the system. The Vendor's technician shall enter the details of the systems serviced/ maintained / repaired by him in this register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, in duplicate, a Service call report which shall be signed by him and thereafter countersigned by the Bank's official. One copy of the Service call report shall be handed over to the Bank's official. Spares taken outside the premises also to be recorded with serial number of spare and in and out date and time. The Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.

#### **46. Shifting the system to new location or Branch:**

i. If Bank desires to shift the Systems to a new location or to another branch/office and install it thereof urgently, the Bank shall bear the charges for such shifting and the vendor shall dismantle and reinstall the systems as desired. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the vendor. The comprehensive warranty terms would not be considered as violated due to the above shifting. The vendor would not unreasonably assume that the causes lie with the shifting activity.

**47. Contractor’s responsibility after the contract has expired:**

i. Successful bidder has to handover all the systems in good working condition before expiring of CAMC contract. PBG will be released only after verifying the same within the claim period.

**48. Penalty clause for CAMC:**

i. Any penalty due during the Comprehensive warranty/ CAMC period will be adjusted against the bills payable or PBG retained by the Bank as per following in case of non-satisfactory services provided under Comprehensive warranty/CAMC:

Sno	Type of Defective Service (BACS)	Penalty Amount / LD
1	Penalty for every system in the AO which is not repaired post completion of 48 hours (Bank Holidays excluded) of reporting.	Rs 500/- per system per day or part thereof for system.
2	Penalty for every system in the AO that breaks down for more than three times in a month.	Rs 1000/- per system per calendar month for system.
3	For all new installation PVC conduit / capping strip for entire running length, no flexible plastic tube/ casing would be used to negotiate turns / curves.	If found, it would be considered deficiency of service and penalty of Rs 2000/- would be recovered.
4	Penalty for not doing the Preventive Maintenance during warranty period or mandatory quarterly visit subsequent or Vendor does not fulfill the provisions of the contract in a quarter	Only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract and additional penal penalty of: Rs 1000/-
5	Penalty for non-responsiveness to the calls of the Bank to repair or replace the faulty system. If the vendor could not resolve the issues or not showing any interest to resolve the issue or non-responsive to Bank’s calls	Bank will arrange to rectify the same through any other agency, L2 (empaneled) and recover the losses from the vendor by suitable deductions from the bills payable to the vendor or from the PBG and cancel the contract.
6	Penalty for losses to Bank’s property while performing the PM or repair works on account of any negligence, mishandling, non- adherence to the required safety protocols, commission or omission by the technicians of the Vendor and if any loss or damage caused to the Equipment or any Bank’s property	Contractor to rectify or shall make good the losses suffered by the Bank or Bank will recover the actual amount incurred by Bank

ii. If, in any quarter, the invoice was paid to the Vendor without deducting the penalty or DL, the Bank can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to Bank on demand by Bank.

iii. Further Bank reserves the right to terminate the contract at any time during the validity of the Contract period by giving 30 days’ notice to the Contractor with or without any reason.

iv. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or



implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

Date:

Place:

**Signature and seal of the Bidder**

**Annexure "A"**

## **BIOMETRIC ACCESS CONTROL SYSTEM**

### **Technical Features: Biometric Reader**

- (a) Biometric Type: Fingerprint with 32bit High End Microprocessor CPU.
- (b) Optical Sensor: 500 DPI
- (c) LCD Display and Optical Sensor: In built
- (d) Recording: IN and OUT time.
- (e) Storage: Up to 1000 fingerprints and 1,00,00 logs of transaction records.
- (f) Identification speed: less than or equal to about 1 sec.
- (g) Enrolment and Registration Time: Less than 3 seconds for finger.
- (h) Provided with a USB port that allows administrator to transfer data.
- (i) Easy data transfer using USB memory stick
- (j) User friendly programming without connection to PC
- (k) Power Requirement: 5V to 12 V DC
- (l) Operating Temperature of 0°C to 45°C
- (m) Operating humidity of 20% to 80%.
- (n) FAR (False Rejection) 0.1 % or less
- (o) FRR (False Acceptance) < 0.001%

### **Magnetic Locks: Technical Specification**

- (a) Body: Anti-Rust Surface with Zinc Plating
- (b) Suitable for: Fireproof door and Vault Door
- (c) Holding force: 1200 lbs
- (d) Current drain: 300mA at 12VDC
- (e) Safety mode: Power-on to lock; Power-off to open
- (f) Type: Hanging
- (g) Request-to-open, Auto-relock if no Action
- (h) Relock Time Delay (RTD): Adjustable relock delay from 0.5 to 30 seconds)
- (i) Input voltage: 12VDC / 24 VDC
- (j) Green/red LED indication for lock status
- (k) Accessories: L Bracket, U Bracket, ZL Bracket
- (l) Certifications BIS & CE/ FCC.

**Note: The bidders should fill the above data for the model and make offered by them in the online portal**

**BOQ FOR THE PURPOSE OF RATE CONTRACT**

S.No	Description of items	Qty	Rate per Item / mtr in Rs	Amount (Rs)
1	Biometric Access control system. Real Time Fingerprint recognition, RFID Card and as Key Verification (Password: 4 to 8 digit). Simultaneous Access Control & recording capacity of 90 (Ninety) days with Standard Software or records transaction logs of 1,00,000 & DC Power Supply Unit & Buzzer Interface Module. Dual verification authentication facility.	20		
2	Electronic magnetic lock 1200 lbs	20		
3	Exit switch metal	25		
4	RFID Card 125 KHz	80		
5	L bracket	30		
6	ZL bracket	25		
7	Adaptor 12 V 5 Amps	30		
8	3/4" PVC Casing/Capping (ISI Mark)	50		
9	3/4" PVC Conduit 1.5 mm (ISI Mark)	100		
10	Power Cable: unarmoured, 3 core .75 sq mm, Shielded FRLS (Finolex/ Incab/ Polycab/ Havel), ISI Marked Connected to branch UPS	300		
11	6 Amp 2 pole MCB (Schneider / Legrand/ Siemens /ABB / L&T)	5		
12	Installation charges with custom made clamp to ensure the EM Lock is fixed with screws including packing / forwarding/ transportation/ labour and commission charges above BACS with all fixing accessories as required (all inclusive)	15		
13	Comprehensive AMC constant rate (less GST) per year per systems.	40		
	<b>TOTAL PACKAGE COST TO BANK</b>			

**\* The bank reserves the right to procure any quantity as required to meet the Access control requirement and is not bound to procure qty as mentioned in the Annexure.**

**@ The number of branches would be actual, i.e as obtaining on ground.**

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the NIT Document are acceptable to us.

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

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

**ANNEXURE-C**

**Pre-Bid Query Format**

**(To be provided strictly in Excel format)**

Vendor Name	Sl. No	NIT Page No	NIT Clause No.	Existing Clause	Query/Suggestions

**Annexure :”D”**

**MAKE / MODEL OF THE EQUIPMENT THAT THE VENDOR WOULD PROVIDE DURING THE CURRENCY OF CONTRACT ALONG WITH BREAK UP PRICE**

S.NO	DESCRIPTION	Make / Model as per Tech spec (Details along with product specific information)
1	Biometric Access control Panel	
2	EM Lock along with Armature	
3	6 Amp 2 pole MCB (Schneider / Legrand/ Siemens /ABB / L&T)	

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the NIT Document and relevant information brochure is enclosed and are acceptable to us.

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

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

Duly authorised to sign Bid for and on behalf of

**ANNEXURE-F**

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at----- (**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

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

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

#### **NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.

- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

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

**ANNEXURE-G**

**PROFORMA OF CERTIFICATE TO BE GIVEN BY THE VENDOR AFTER  
SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE HARDWARE / SOFTWARE / SERVICES TO THE BRANCH**

Date:

The Branch Manager,  
State Bank of India,  
.....

Sub: Certificate of commissioning of BACS

1. This is to certify that the products / equipment as detailed below has/have been installed at the branch

**a) Make & Model of the BACS Panel:**

**Date of Installation:**

**b) Make & Model of the EM Lock:**

**Date of Installation**

**c) No of RFID Card issued:**

**d) BACS is fully functional; Yes / NO**

e) All items delivered at the branch are in company sealed packet and shown to the BM before being opened: Yes / No

Signature \_\_\_\_\_ Name \_\_\_\_\_

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

Mobile No \_\_\_\_\_

**ANNEXURE-H**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE HARDWARE / SOFTWARE / SERVICES**

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

M/s.-----  
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Sub: Certificate of commissioning of Solution

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

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

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

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

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

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

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

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

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

or

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

(a)

(b)

(c)

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

\* Explanatory notes for filling up the certificates:

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