



**STATE BANK OF INDIA
LOCAL HEAD OFFICE, MAHARASHTRA**

**GeM BID FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING
AND MAINTENANCE OF ACCESS CONTROL SYSTEM COMPRISING OF
SMART SWING BARRIER WITH BUILT-IN FACE READER ALONG WITH
SMART CARD & QR CODE READERS & CUSTOMISED TIME ATTENDANCE
SOFTWARE AT NEW LHO, CLOCK TOWER PREMISES AT KHARADI, PUNE**

**ASST. GENERAL MANAGER (SECURITY)
STATE BANK OF INDIA
CIRCLE SECURITY DEPT.
(MAHARASHTRA CIRCLE)
LOCAL HEAD OFFICE, 'SYNERGY'
3RD FLOOR, C-6, 'G' BLOCK
BANDRA KURLA COMPLEX
MUMBAI-400051.**

Tender No:



INVITATION TO BID

STATE BANK OF INDIA, a body corporate constituted under the SBI Act 1955 having its Local Head Office at Mumbai for controlling Branches and Offices in the States of Maharashtra (except Mumbai, Thane, Palghar and Raigad districts) and Goa (hereinafter referred to as 'The Bank' which expression shall include its successor and assigns)

State Bank of India, LHO Maharashtra is inviting Bid from the Firms/ Companies/ Authorised Dealers/ Vendors dealing in Supply, Installation, Testing, Commissioning, and Maintenance of Access Control System comprising of Smart Swing Barriers with built-in Face Reader along with Smart Card & QR Code Readers & Customised Time Attendance Software at New LHO, Clock Tower Premises at Kharadi, Pune.

The Bank proposes to invite proposals from established & reputed vendors to undertake the above-mentioned work as per details listed out in this document through GeM portal only.

ASST. GENERAL MANAGER (SECURITY)

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CIRCLE SECURITY DEPT.
MAHARASHTRA CIRCLE
LOCAL HEAD OFFICE, 'SYNERGY'
3RD FLOOR, C-6, 'G' BLOCK
BANDRA KURLA COMPLEX
MUMBAI-400051.**

Email: agmsec.lhomah@sbi.co.in

TENDER PROCESS: SCHEDULE OF EVENTS

Activity	Date and time
Issue of Tender.	As per NIT
Pre-bid meeting for clarifications.	As per NIT
Last date for submission of the Bid.	As per NIT
Opening of Technical Bid.	As per NIT
Presentation & demonstration of equipment.	To be communicated to qualified bidder.
Finalisation of Vendor Selection.	To be decided.
Date & Time of opening of Financial Bid.	To be decided.
Final Discussion/ Negotiation with Vendors.	To be decided.
Finalise list of Vendors.	To be decided.

IMPORTANT

- All Bidders (except exempted categories) to submit Earnest Money Deposit as specified physically and copy of the same may be uploaded in the GeM portal.
- The bank reserves the right to change the dates mentioned in this RFP document, which will be communicated in GeM portal.
- The information provided by the Applicants in response to this RFP document will become the sole property of SBI and will not be returned.
- SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be published in GeM portal and such amendments will be binding on them.
- Please note that all the information desired needs to be provided. Incomplete information would lead to disqualification/ non-consideration of the proposal.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or provided subsequently to applicants verbally or in documentary form or on behalf of State Bank of India (Bank) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer, only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Applicant(s) with information to assist in formulation of their proposals. This RFP does not claim to contain all the information Applicant may require. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations for accuracy, reliability or completeness of this RFP. Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation, whatsoever, shall arise from the RFP process until a formal contract is signed and executed by duly authorised officers of the Bank with the selected Vendor(s).

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.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused from reliance of any Bidder upon the statements contained in this RFP.

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.

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, 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 and Award of Contract in this RFP.

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.

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SECTION-01

GENERAL INFORMATION

1.1 State Bank of India, Local Head Office, Maharashtra is inviting tender from Firms/ Companies/ Authorised Dealers/ Vendors dealing in Supply, Installation, Testing, Commissioning, and Maintenance of Access Control System comprising of Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software at New LHO, Clock Tower Premises at Kharadi, Pune.

1.2 The Bank may reject any or all/ incomplete applications, even though the firms primarily satisfy the Pre-qualification criteria. The Bank reserves the right to cancel the tendering process without giving any reasons at any stage. The bank's decision in this regard shall be final and binding on all concerned.

1.3 The Bid prepared by the applicant, as well as all correspondence and documents relating to the Bid exchanged by the applicant and the Bank and supporting documents and printed literature shall be submitted in English.

1.4 By responding to the Bank's Tender Document, the applicants will be deemed to have accepted the terms as stated in this Tender Document.

1.5 The participating Bidders shall bear all costs associated with or relating to 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 expenses incurred by Bidder regardless of the conduct or outcome of the bidding process.

1.6 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.

1.7 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.

1.8 In case the date of opening/ closing of Bids is declared a holiday in Maharashtra, the bids will be opened/closed on the next working day at the same time.

1.9 **Errors and Omissions:** Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Bid Document.

1.10 **Acceptance of Terms:** The bidders will, by responding to the Bank's Bid document, be deemed to have accepted the terms as stated in this Bid document.

SECTION-02

EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

The Bidders shall deposit an EMD for an amount of Rs. **36,000/-** (Rupees Thirty-Six Thousand Only) in the electronic form on GeM in our **account** _____

Assistant General Manager (Premises & Estate)
State Bank of India, Maharashtra Circle,
Local Head Office, 'Synergy', 3rd Floor, C-6,
'G' Block, Bandra Kurla Complex, Mumbai-400051.
Email: agmsec.lhomah@sbi.co.in

2.1 Alternatively, the Bidders shall deposit EMD of Rs. 36,000/- (Rupees Thirty-Six Thousand Only) in the form of Demand Draft/ Banker's Cheque, in favor of State Bank of India, LHO Maharashtra, payable at Mumbai before last date of submission of tender at following address in physical form and a photocopy should be uploaded on GeM Portal. (Bid without EMD will not be considered).

2.2 Security Deposit amount of Rs. 72,000/- (Rupees Seventy-Two Thousand only) will be submitted to the bank by the selected vendors within 07 days of work order, by way of Bank Guarantee from any Scheduled As per NIT amount. Alternatively, STDR/ BG/ DD in favor of Asst. General Manager (Premises & Estate), State Bank of India, LHO Maharashtra, Mumbai payable at Mumbai (Lien marked by SBI).

2.3 MSEs as defined in MSE Procurement Policy issued by GOI are exempted from clause of EMD subject to providing copies of such Valid Registration Certificates. However, Successful Bidders must remit the Security Deposit.

2.4 The EMD receipt or Registration Certificate as MSME should form part of the Technical Bid Document submitted by the Applicant. Failure to comply with this condition shall result in summarily rejection of the Bid.

2.5 The EMD shall be forfeited if the Applicant withdraws the offer during the period of validity of the bid. The Bank's decision in the above cases will be final.

2.6 No interest shall be paid on the EMD to the Applicant/ Vendor. EMD of unsuccessful Applicants will be refunded on completion of the Tender process, without any interest thereon. The EMD of the successful Bidder shall be retained as Security Deposit and payable at the end of the Contract Period, subject to the terms and conditions of the contract.

SECTION-03

SCOPE OF WORK

3.1 The Scope of Work shall include Supply, Installation, Testing, Commissioning, and Maintenance of Access Control System comprising of Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software at New LHO, Clock Tower Premises at Kharadi, Pune for period of five years, at State Bank of India, LHO Maharashtra, coming up at Kharadi, Pune including delivery at site, unloading, any other services associated with the delivery of equipment installation, cabling, commissioning, software optimisation/ customisation, providing Warranty/ Post Warranty services for the

equipment and any other related accessories/ services for the complete installation and commissioning of the system at State Bank Of India LHO, Maharashtra, Kharadi, Pune in accordance with technical specification as **Annexure -XI**.

3.2 Allotment of work: It will be mandatory to accept the scope of work and vendor should be willing to take up work of supply and maintenance together. Bank does not bind itself to accept the lowest quote and reserves the right to reject any or all the quotes received, without assigning any reason thereof.

3.3 In light of the requirements specified, the procurement of Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software at New LHO, Clock Tower Premises at Kharadi, Pune for period of five years, at State Bank of India, LHO Maharashtra, coming up at Kharadi, Pune will not be fragmented among multiple firms or vendors. Instead, the entirety of the project shall be awarded to a single vendor. This approach ensures seamless integration, uniformity in system components, and efficient coordination, thereby guaranteeing optimal performance and functionality of the entire access control solution. This decision is aimed at streamlining the implementation process, fostering accountability, achieving a cohesive and robust security infrastructure at the site.

3.4 The work under this section shall consist of furnishing labour, material, equipment and appliances necessary required to completely install Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software at New LHO, Clock Tower Premises at Kharadi, Pune for period of five years, as required by the drawings and specified in the technical specifications as Annexure-I or given in the schedule of quantities.

3.5 The following procedure of work is to be followed for Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software at New LHO, Clock Tower Premises at Kharadi, Pune for period of five years.

SECTION-04

ELIGIBILITY CRITERIA

4.1 The Applicants should be in the business for minimum 3 years as on 31.03.2024. Further, they should have carried out similar work in Govt./ Semi Govt./ Nationalised Public Sector Banks/ PSUs/ Financial Institutes (FIs)/ Corporate Offices etc. during the last three years. Below mentioned documentary proof should be provided in support of the work done. Non-submission of certificates would result in rejection of the application.

- 4.1.1 Self-attested copy of work orders.
- 4.1.2 Copy of Completion Certificates.
- 4.1.3 Copy of Satisfactory Performance Certificates from the clients.
- 4.1.4 Manufacturer's Authorised Form.

4.2 Eligibility criteria for each of the following should be fulfilled for further evaluation of technical bid. Not fulfilling any one of the criteria will result in rejection of the bid:

4.3 Self-certified photocopies of the ITRs and CA certified Audited Balance Sheets of last three years, copies of work order/ work completion certificate for Govt./ PSUs/ Public Sector & Private Banks/ Industries. Additional supporting documents would be asked if needed.

4.4 The bidder should have satisfactorily completed the works mentioned below during the last **3 (Three) years** ending on **28.02.2025**:

At least one similar project of minimum **Rs. 30,00,000/-** each.

or

Two similar projects of minimum **Rs. 20,00,000/-** each.

Or

Three similar projects of minimum **Rs. 16,00,000/-** each.

4.5 These completed works should be for Supply and Installation of Access Control System comprising of Smart Swing Barriers described below and the value of work mentioned is excluding GST.

“Similar Works” means Supply, Installation, Testing, Commissioning, and Maintenance of Access Control System comprising of Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software executed for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept./ PSU/ Public Sector Banks/ Reputed Private Sector Organisations during last 3 years as on 31.03.2025”. The work order and the completion certificate shall clearly indicate works completed pertaining to the above-mentioned services and as such the break-up thereof, which has to satisfy the minimum works qualifying criteria.

4.6 **Annual Turnover:** The average Annual Turnover of the Applicant must be for the last three financial years i.e., 2021-22, 2022-23 and 2023-24 of which Audited Statements shall be submitted.

(1)	(2)	(3)	(4)	(5)
No. of yrs in business	EMD amt	Average Turnover for last 03 years	Sum total of similar works done in last 03 years	Security Deposit
03	36,000/-	12 lakhs	36 lakhs	72000/-

4.7 The Applicant must have a valid PAN and GSTIN number and should have complied with all applicable statutory provisions/ obligations.

4.8 If the Applicant is the Original Equipment Manufacturer (“**OEM**”) of the system or a subsidiary company of a manufacturing company for such system, proof must be provided.

4.9 OEM to have its valid local GST Certificate.

4.10 OEM Brand should have been established in India at least for 10 years, its presence should be supported with brand registration certificates like TM, COI, etc.

4.11 OEM of the equipment shall have a positive net worth during the last 3 years.

4.12 As per GEM GTC Clause 26 regarding restrictions on procurement from bidder & OEM of a country sharing land border with India, Applicant must submit Compliance Letter on letterhead with quoted Make & Model List in the prescribed format. Non-submission or false declaration/ non-compliance would be a ground for disqualification/ termination of contract and further legal action in accordance with the laws.

4.13 Applicant should be registered on GeM for smooth tendering process. Supporting Document to be submitted (Seller ID Required).

4.14 If the Applicant is authorised supplier of the equipment (as per the RFP document), he shall have back-to-back agreement with Manufacturer for providing direct support for maintenance, spares and upgrades for minimum 5 years (including warranty period).

4.15 The Applicant should have a valid Manufacturer's Authorisation Form (MAF) in original or Digitally Signed with a clear validity date.

4.16 Equipment supplied must be BIS (Bureau of Indian Standard) certified. Proof of the same must be provided by the Applicant.

4.17 Equipment Manufacturer must have Quality Framework conforming to CMMI Level 5. Applicant is permitted to submit valid ISO 9001: 2015 and ISO 14001:2015 certified from Manufacturer in support of this clause, if any.

4.18 The Applicant must have a Registered/ Branch Office in Mumbai/ Pune for a minimum period of two (02) years. Proof for the same viz. Gumasta Licence/ valid registered rental agreement copy etc. to be submitted.

4.19 The Applicant must have trained engineers/ technicians for 24X7 post implementation support befitting the quality & quantity of work.

4.20 List of technicians, their qualification & contact details with documentary evidence to be provided which are subject to inspection by Bank to verify genuineness and conformity.

4.21 The proposed equipment should be of an established brand and should be in the market (Proof to be submitted).

4.22 The Applicant should have undertaken such work in at least 03 Govt./ PSUs, Banks (Public/ Private Sector) and reputed Corporate Offices during the past 3 years. Reference to establish the said experience to be provided. (Will qualify only upon receipt of positive feedback). Unsatisfactory/ Poor performance report from any client of the Applicant will result in automatic disqualification.

4.23 Applicant under arbitration/ litigation with our Bank or blacklisted/ de-listed/ de-empaneled by any Govt./ Semi Govt./ Public Sector Bank/ Undertaking (PSU)/ Financial Institute (FI)/ Corporate Office will not be considered.

4.24 The Applicant must submit the Solvency Certificate not older than six months from the date of submission duly certified by a scheduled bank for Rs. 10,80,000/-.

4.25 Technical Specifications/ Brochure of the product offered must be submitted.

SECTION-05

CLARIFICATION/ AMENDMENT OF BIDDING DOCUMENT

5.1 Applicant requiring any clarification may notify the Bank in writing by letter or e-mail indicated before pre-bid meeting date or seek the same during Pre-bid meeting.

5.2 At any time prior to the last date for submission of Bids, the Bank, on its own, or in response to clarification sought by an applicant, may modify part of RFP, by amendment which shall be published on the GeM Portal as corrigendum/ addendum, that will be binding on the applicants. No individual clarification will be sent.

5.3 The Bank, at its discretion, for any reason whatsoever, may extend the deadline for submission of bids as deemed fit which is binding on all the Applicants.

5.4 Applicants must take into consideration such clarifications/ amendments before submitting the bid. The bank will not take responsibility for any omissions.

SECTION-06

BID PRICES

6.1 Prices quoted should be in Indian Rupees only and should be inclusive of all charges and taxes. Basic price, tax component and GST is to be mentioned separately.

6.2 Prices quoted by Applicant shall be valid for a minimum period of 90 days. A Bid submitted with an adjustable price quotation is invalid and will be rejected.

SECTION-07

DOCUMENTS ESTABLISHING APPLICANT'S ELIGIBILITY & QUALIFICATIONS

Documentary evidence to prove Applicant's qualification to bid shall be established to Bank's satisfaction for availability of adequate support services and Applicant will assume total responsibility for fault-free operation & maintenance till contract period. Applicant to provide maintenance services for up to next four (04) years under AMC, post warranty.

SECTION-08

DOCUMENTS ESTABLISHING ELIGIBILITY OF PRODUCTS & CONFIRMITY TO BID

8.1 The Applicant shall submit point by point compliance to the technical specifications. Any deviations from specifications should be clearly brought up by the Applicant with adequate explanation.

8.2 The Applicant should quote for entire package on a single responsibility basis for hardware/ software/ services it proposes to supply/ provide.

8.3 Item-wise price breakup to be submitted and price should NOT be quoted above MRP; else will result in rejection of the bid and the next lowest vendor will be considered.

SECTION-09

VALIDITY PERIOD OF BIDS

9.1 Bids shall remain valid for a period of 90 days from the date of opening. A Bid with shorter validity period may be rejected by the Bank as non-responsive.

9.2 In exceptional circumstances, the Bank may solicit the Applicant's consent to an extension of the period of validity. EMD provided shall also be suitably extended. An Applicant may refuse the request without forfeiting its EMD.

9.3 The Bank reserves the right to call for fresh quotes any time during the validity period of the bid, if considered necessary.

SECTION-10

TECHNICAL EVALUATION

11.1 Bids which do not fulfill the eligibility criteria and all terms will not be taken up for further evaluation. Only those which are found to be in conformity with the eligibility criteria and terms during the preliminary evaluation would be taken up for further evaluation.

11.2 Bank reserves the right to verify originals of documents submitted by Applicants.

11.3 The Bank reserves the right to evaluate bids on technical & functional parameters including factory/ office visit, demonstration, verify functionalities, response times, etc. Weightage for various features would be as per the Evaluation Matrix given below:

Sl. No.	Parameter	Criteria & marking	Max Marks	Marks Obtained
1.	Constitution of the Applicant	Sole Proprietary firm: 02	05	
		Partnership firm: 03		
		Private limited firm: 04		
		Public limited firm: 05		
2.	Average annual turnover during last three years (in sales of related works)	Up to Specified limit: 03 (extra ½ mark for each completed work 25% above specified limit) Max: 05 marks	05	
3.	Applicant is making profit for last 03 years	Profit making in all last 5 years: 10	10	
		Profit making in all last 3 years: 05		
		Profit making in last 2 years: 03		
		Profit making in last 1 year: 01		
4.	Years of experience	3 to 8 years: 05	10	
		More than 8 up to 13 years: 07		
		More than 13 years: 10		
5.	Applicant's Status	Manufacturer of the brand: 05	05	
		Subsidiary company of brand: 04		
		Authorised dealer of the brand: 03		
		None of the above: 0		
6.	ISO certificate given for excellence to applicant	Yes: 05	05	
		No: 0		
7.	Applicant has worked at various organisations (during the last three years)	Offices of SBI: 02 marks (max 6 marks)	10	
		With Govt./ PSU/ FI: 01 mark each		
		With other entities: ½ mark each		
8.	Turnover in equipment applying for:	Equal to specified: 05 (01 additional mark for every 20% above specified)	10	
9	Referral Report from Clients (Minimum 05 pertains to last 03 years)	Excellent/ Good: 05 marks each. Satisfactory: 03 mark each. Unsatisfactory/ poor/ no report: 0	10	
10	Site visit, technical presentation & demonstration.	Technical Presentation - 13	30	
		Product demonstration -17		

11.4 Marks will be awarded by the committee whose decision will be final. Minimum qualifying marks would be at least 80% of the highest marks obtained. The bids from Applicants securing less than qualifying marks will not be considered for further evaluation. (Ex: if highest marks scored by an Applicant is 70, only those scoring 56 and above will be considered).

11.5 During evaluation of bids, the Bank may, at its discretion, ask Applicants for clarification of their bid in writing. No change in prices of the bid will be entertained. No post bid clarification at the initiative of the Applicant will be entertained.

SECTION-11

COMMERCIAL BIDS

12.1 All the technically qualified Vendors will be allowed to submit the price bid. L1 Vendor will be selected based on quoted price.

12.2 Arithmetic errors, in the price breakup, if any, will be rectified as under:

12.3.1 If there is discrepancy between the unit price and total price obtained by multiplying the price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. Non-acceptance will result in rejection of bid.

12.3.2 If there is a discrepancy in the unit price quoted in figures and words, the one that corresponds to the total bid price shall be taken as correct.

12.3.3 If the Applicant has not worked out total price or it does not correspond to unit price quoted in words or figures, the price quoted in words shall be taken as correct.

12.3.4 Bank may waive off any minor infirmity/ non-conformity/ irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any Applicants.

12.3 The Applicant should quote for complete solution listed in the Bid. In case, prices are not quoted by an Applicant for any product and/ or service, the highest price quoted amongst other Applicants participating in the bidding process will be reckoned as the notional price for that item, for that Applicant during evaluation. However, if selected, the lowest of the price(s) quoted by other qualified Applicants for that item will be reckoned at the time of award of Contract. The bank reserves the right to reject such a bid as incomplete.

12.4 The commercial bid shall include complete cost of project, implementation testing and satisfactory handing over the complete system to the Bank.

12.5 Bank reserves the right to reject unexpectedly low commercial bids and debar the Applicant from participating in Bank's tendering process.

SECTION-12

SELECTION OF THE VENDOR

13.1 After opening the commercial bids Applicant who secures L1 position would be selected. Until a formal contract is prepared and executed, this offer, along with Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between the Bank and the successful Applicant.

13.2 After securing the L1 position, the Vendor must submit their consent in writing for working with bank as per the Terms and Conditions of this RFP on their company letter head, sealed and signed by the authorised person.

13.3 Vendor selected must have to open an account with the Bank in which all transactions with Bank will be routed. Vendors not having an account are required to be open the same within 07 days from awarding of work order, failing which, bills will be withheld.

SECTION-14

AWARD CRITERIA

14.1 If L1 shows unwillingness to work, then fresh tender will be issued. The EMD of the unwilling Vendor will be forfeited who will not be allowed to participate in next tender process.

SECTION-15

NOTIFICATION OF AWARD

15.1 Prior to expiry of Bid validity, the Bank will notify the successful Vendor in writing or by e-mail regarding acceptance of the Bids.

15.2 The notification of award will constitute formation of the Contract. The selected Vendor should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

15.3 Upon notification of award to L1, the Bank will discharge EMDs of unsuccessful Applicants.

15.4 The successful Vendor will have to submit Non-disclosure Agreement on Rs. 500/- Stamp Paper, duly signed by the Authorised Signatory on each page and witnessed by two persons and Security Deposit, as desired in this RFP and strictly on the lines of format given in this RFP with acceptance of all terms and conditions of RFP.

15.5 Copy of board resolution & power of attorney (POA wherever applicable) showing that the signatory is duly authorised to sign acceptance letter, contract & NDA should be submitted.

15.6 The Bank reserves the right to stipulate, at the time of finalisation of the Contract, any other document(s) to be enclosed as a part of the final Contract.

15.7 Failure of the successful Applicant 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 Security Deposit.

SECTION-16

SIGNING OF CONTRACT

16.1 Selected Vendor will execute SLA (Annexure-XV) with Competent Authority at LHO.

16.2 In the absence 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 Vendor.

16.3 Failure of successful Vendor to sign the agreement (SLA) with the Bank would result in annulment of the award and forfeiture of the EMD.

16.4 The Bank reserves the right either to forfeit the security deposit or to cancel the purchase order or both if the vendor fails to meet the terms of this RFP or contract entered into with them.

16.5 Selection of Vendor will not debar the Bank from its right to call tender for purchase of one or all or any of the equipment from the open market if the situation warrants.

16.6 POWERS TO VARY OR OMIT WORK:

16.6.1 No alterations, amendments, omissions, additions, suspensions or variations of the work under the contract shall be made by successful Vendors except as directed by Bank. The Bank shall have full powers, subject to the provisions hereinafter contained, from time to time during the execution of the contract, in writing to instruct successful Vendors to make any variation without prejudice to the contract. The finally selected Vendors shall carry out such variation and be bound by the same conditions as though the said variations occurred in the contract documents. If any, variations would, in the opinion of the selected Vendor, if carried out, prevent them from fulfilling any of the obligations under the contract, it shall be notified to Bank in writing with reasons and Bank may instruct the successful Vendor to make such other modified variation without prejudice to the contract. The selected Vendors shall carry out such variation and be bound by the same conditions as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Vendors' obligations may be modified at Bank's discretion. Any difference in cost due to such variation shall be added to or deducted from the contract price as the case may be.

16.6.2 When successful Vendor has received instructions from the Bank for carrying out altered or additional substituted work which either then or later on, will in the opinion of the finally selected Vendor, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

16.6.3 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Vendor (s) proceeds with the change.

16.7 WAIVER OF RIGHTS:

16.7.1 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.

16.7.2 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.

SECTION-17

GENERAL

17.1 Vendor shall present comprehensive description of the architecture and configuration of the system, identifying salient features & functions including design proposal with layout diagram, etc. Third party equipment, if offered as system integrator, must be indicated. Vendor must provide a project execution plan with technical proposal wherever required or asked.

17.2 Any function or feature not mentioned in technical specification of the product but may be necessary for completeness and efficient performance of the system as an operating entity shall be explained in detail indicated by the Vendor including any price variation. Such effective price shall be indicated separately.

17.3 The Vendor shall indicate the country of origin of the manufacturer of the equipment.

17.4 The Vendor shall arrange to provide testing and certification of the complete system.

17.5 All systems and components must comply with relevant certifications mentioned in the respective specifications.

17.6 The bank may arrange for third party inspection of the product/ equipment for the system installed for verifying conformity with RFP. Vendor shall provide all possible assistance in this process. If found that the equipment/ hardware/ software supplied is not as per given brand/ specifications, the Bank will take suitable action as deemed fit.

17.7 It will be imperative for each vendor to fully acquaint themselves with all the local conditions and factors which can affect the performance of the contract.

17.8 Earthing arrangements for all the equipment shall be the responsibility of the Vendor and to be carried out as per standard procedures.

17.9 System software should be inclusive of the system price and if any future upgradation is required for running the system, it should be done free of cost.

17.10 All necessary hardware/ software required to make System will be strictly as per technical specifications given which are minimum acceptable to the Bank. Vendors can quote equivalent or higher specifications exceeding Bank's requirements. Weightage if any, may be given by the Committee whose decision shall be final and binding on all Vendors.

17.11 Applicants will not contact the Bank on any matter relating to their Bid, from opening of Price Bid till Contract is awarded. Any effort to influence the Bank in its decisions on evaluation or comparison of Bids or award of contract may result in the rejection of their Bid.

SECTION-18

MISCELLANEOUS

18.1 Vendor should carry out installation/ AMC tasks in close coordination with the Security Officer and Security Department, depending on the Bank's requirement.

18.2 The selected Vendor should implement observations/ recommendations made by the Bank's Audit Team or authorised external agencies. Any escalation in cost on this account may or may not be accepted by the Bank.

18.3 The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process & reject all Bids at any time prior to contract award, without any liability to affected Vendor or any obligation to inform them of the grounds for the Bank's action.

SECTION-19

TERMS AND CONDITIONS OF CONTRACT

19.1 Definitions under the Contract: Certain terms used in Agreement are defined hereunder. Other terms used, unless otherwise specifically defined, viz. acronyms and phrases in Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless context otherwise requires/ mentions, the following definitions shall apply:

19.1.1 “Bank” shall mean State Bank of India, LHO, Maharashtra.

19.1.2 “Applicant” is the person/ entity who is participating in the tender process and “Vendor” is the person/ entity who has participated and technically qualified.

19.1.3 “Confidential Information” shall mean set forth in Clause 19.26.

19.1.4 “Deficiency” shall mean unsatisfactory outcome of the Services which has resulted in deviation from the desired outcome and thereby causing loss to Bank.

19.1.5 “Documentation” shall mean, user/ installation/ technical/ operation manuals, design/ process/ system configuration/ database administrative/ debugging/ diagnostic documents, functional/ software specification, online tutorials/ test procedures, Review Records, Test Bug/ Root Cause Analysis Reports, list of all Product components/ dependent/ external modules/ documents relating to traceability of the Product etc.

19.1.6 “Intellectual Property Rights” shall mean, any and all: (a) rights associated with works of authorship including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, copy right, designs, algorithms and other industrial property rights; (e) every other kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

19.1.7 “Request for Proposal (RFP)” means _____ along with its clarifications/ corrigenda, if any, issued by the Bank.

19.1.8 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, for correcting or eliminating the cause, and prevent the problem from recurring.

19.1.9 ‘Services’ shall mean Services offered by Vendor including Comprehensive Annual Maintenance Contract but not limited to under this Agreement & Implementation Services, Training Services and Maintenance Services etc. and other incidental services/ obligation of the service provider shall be provided under this Agreement.

19.1.10 “The Contract” means the agreement entered into between the Bank and the vendor, signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

19.1.11 “The Contract Price” means the price payable to the vendor under the Contract for full & proper performance of contractual obligations.

19.1.12 “AMC Charges” means the price payable to the Service Provider under the Agreement. The obligations expressed under the AMC shall include all costs relating to repair i.e., labour, spares, maintenance and transport charges or replacement at site of the equipment which under the normal and proper use.

19.1.13 "The Equipment" means all the security hardware/ software and/ or services which the vendor is required to supply to the Bank under the Contract.

19.1.14 "TCC" means the Terms and Conditions of Contract.

19.1.15 "The Project" means supply, installation, testing & commissioning of hardware/ software & services. It also includes maintenance of the equipment.

19.1.16 In case of a difference of opinion on the part of the vendor in comprehending and/ or interpreting any clause/ provision of the Bid Document after submission of the Bid, the interpretation of the Bank shall be final and binding on the vendor.

19.2 Country of Origin/ Eligibility of Goods & Services:

19.2.1 All goods & related services to be supplied under the Contract shall have their origin in eligible countries, as per prevailing Indian Import Trade Control Regulations.

19.2.2 Vendor warrants that the equipment supplied shall be brand new, free from all defects, of high quality and consistent with established and accepted standards and shall be in full conformity with the specifications, drawings and samples, if any and shall operate properly. Vendor shall be fully responsible for its efficient operation.

19.2.3 Vendor shall confirm that all the components/ parts/ assembly/ software etc. supplied shall be original and from respective OEMs and that refurbished/ duplicate/ components/ parts/ assembly/ software shall NOT be supplied or used. He also undertakes to produce a certificate from the Original Equipment Manufacturers in support of the above statement at the time of delivery/ installation.

19.2.4 In case of default and the Bank finds that the above conditions are not complied with, the vendor will take back the equipment supplied and return the money paid by Bank, in full within seven days of intimation by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit to initiate.

19.2.5 In case of default & vendor is unable to comply with above at the time of delivery or installation, for Hardware/ Software already billed, he will take back the equipment without demur, if already supplied and return the money if any paid to him by the Bank in this regard.

19.2.6 Vendor further certifies that the sale of the software system to the Bank and use thereof does not infringe upon any provisions of the various laws related to patents, trademarks, copy rights or other intellectual property rights. The software will be uploaded free along with the equipment cost and will also be further upgraded free of cost if required for smooth functioning of the system.

19.2.7 In case any information/ data/ particulars are proven incorrect during the tenure of AMC, Bank has right to disqualify the Vendor from the bid and forfeit EMD/ Security Deposit and terminate the AMC.

19.3 Use of Contract Documents and Information:

19.3.1 The vendor shall not disclose provisions of the Contract, or any specifications, plan/s, drawings, patterns, sample/s or information furnished by or on behalf of the Bank in connection therewith, to any person other than employed by him, without Bank's prior written consent. Disclosure to any such employed person shall be made in confidence and shall extend only on 'need to know basis' for purpose of such performance.

19.3.2 The vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

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

19.3.4 The Supplier/ vendor will treat as confidential all information about the Bank obtained in execution of his responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

19.4 Patent Rights/ Intellectual Property Rights:

19.4.1 Vendor shall warrant that repair & maintenance/ products offered for sale do not violate or infringe upon any patent, copyright, trade secret or other intellectual property right/s of any other person or other entity. Vendor shall indemnify SBI and keep indemnified from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach or infringement of patent/ copyright/ licence/ trade secret or other property right of any other person or other entity for the hardware/ peripherals/ equipment sourced either from third parties or from themselves.

19.4.2 In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the vendor shall expeditiously extinguish such claim. If the Bank is required to pay compensation to a third party due to such infringement, the vendor shall be solely responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the vendor of such a claim, if it is made, without delay. The vendor shall indemnify the Bank and keep the Bank indemnified against all third-party claims.

19.5 Inspection and Quality Control Tests:

19.5.1 Bank reserves the right to carry out pre-shipment inspection at the location of vendor by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Vendor's office. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspecting Bank officials, at no charge to the Bank.

19.5.2 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

19.5.3 The inspection and tests prior to dispatch of Products at the time of final acceptance would be as follows:

19.5.3.1 Vendor shall intimate the Bank before dispatching Products for conducting inspection and testing.

19.5.3.2 Inspection/ pre-shipment acceptance testing of Products as per quality control formats including functional & burn-in tests at full load, etc., as per standards/ specifications & may be done at factory site of Vendor by Bank or its authorised agency before dispatch of Products. In case of failure by Vendor to provide necessary facility/ equipment at his premises, all costs of inspection like travel, boarding, lodging and other incidental expenses of the Bank's representatives to be borne by Vendor.

19.5.3.3 Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Vendor. However, the Bank may at its sole discretion, waive inspection of Products.

19.5.3.4 In the event of Product failing to pass the inspection and tests, as per the specifications given, Vendor shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.

19.5.3.5 The inspection and tests may also be conducted at the point of delivery final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to the Bank.

19.5.3.6 Nothing stated herein above shall in any way release Vendor from any warranty or other obligations under this RFP.

19.5.4 The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

19.5.5 Nothing stated hereinabove shall in any way release Vendor from any warranty or other obligations under this RFP.

19.6 RIGHT TO AUDIT:

19.6.1 The Selected Vendor shall be subject to annual audit by internal/ external Auditors appointed/ authorised by the Bank, covering the risk parameters finalised by the Bank in the areas of products and services etc. provided to the Bank and Vendor is required to submit such certification by such Auditors to the Bank and 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 Vendor. Vendor shall, furnish all relevant information, records/ data. 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 before such audit and same shall be conducted during normal business hours.

19.6.2 Where any deficiency has been observed during audit of Vendor on the risk parameters finalised by the Bank or in the certification submitted by the Auditors, Vendor 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 Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

19.6.3 Whenever required by the Bank, Vendor 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 authorities. 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 Vendor. However, Vendor shall not be obligated to provide records/ data not related to Services under the Agreement (internal cost breakup etc.).

19.7 Delivery/ Installation Schedule & Penalty for Delay:

19.7.1 The Project should start within 2 weeks of placing work order and completed within 06 weeks of placing work order and weekly progress report on system installation to be put-up to Security Department, LHO Maharashtra.

19.7.2 If the equipment is not delivered, installed, tested and commissioned within a period of 6 weeks from date of placing the order, a penalty of 1% of the total consideration for each week or part thereof for the delay, subject to maximum 5% of the total consideration will be charged to vendor.

19.7.3 This amount of penalty so calculated shall be deducted at the time of making final payment after installation and commissioning of the system.

19.7.4 For further delay (beyond 6 weeks), the Bank reserves the right to cancel the Work Order and forfeit the EMD/ Security Deposit. The Vendor is not entitled to any compensation. Installation schedule shall be followed strictly as stipulated.

19.8 Delivery/ Installation & Documentation:

19.8.1 Delivery/ Installation & commissioning of equipment to be made in accordance with the system ordered. Details of documents to be furnished are specified hereunder:

19.8.1.1 Two copies of Vendor's Invoice showing Contract No., Product description with serial and Part Nos, quantity, unit price & Total amount & bar code should be pasted in the installation certificate.

19.8.1.2 Warranty certificate, User manuals, CDs etc.

19.8.2 The above documents shall be handed over to Security Department, LHO Maharashtra. Payment will be released after handing in the documents.

19.8.3 For the system & other software, the following will apply:

19.8.3.1 Vendor shall provide free licensed software for all products whether self-developed or acquired from others. There shall not be any default.

19.8.3.2 The Vendor must submit evidence in the form of an agreement he has entered into with the software vendor which includes support for the proposed software for the full period required by the Bank.

19.8.3.3 For delivery of System/ application software with equipment, the vendor shall absolve the Bank in all cases of possible litigation/ claims arising out of any copyright/ license violation for software(s) published either by self/ third parties.

19.9 On completion of installation, commissioning etc., certificate signed by vendor & Bank's representative will be issued which shall be deemed date of successful installation.

19.10 The equipment/s will be covered under insurance during the defect liability period. Should any loss or damage occur, the vendor shall promptly arrange for repair and/ or replacement of any damaged item irrespective of settlement of claim by the underwriters.

19.10.1 The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination.

19.10.2 Should any loss or damage occur, Vendor shall:

19.10.2.1 Initiate and pursue claim till settlement and

19.10.2.2 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.

19.11 Warranty/ uptime:

19.11.1 The Vendor warrants that the products supplied are new and most recent or current model and that they incorporate all recent improvements in design and/ or features. The Products supplied shall have no defect that may develop under normal use of the supplied products.

19.11.2 Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary, will be 12 months from date of installation, commissioning and handing over of the equipment to the Bank.

19.11.3 Warranty for the System Software/ off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.

19.11.4 All the terms and warranties given by vendor herein are comparable to or better than the equivalent terms being offered to any of its present customers. If vendor shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or favourable terms, this Agreement shall thereupon be deemed to provide the same to Bank.

19.11.5 The performance guarantees specified under the contract if not attained in whole or in part the Vendor shall make such changes, modifications/ additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

19.11.6 The warranty would be on-site & comprehensive in nature with back-to-back support from OEM. The vendor will warrant all the hardware & software against defects for a period of one year from date of installation. Vendor shall repair/ replace worn-out/ defective parts at his own cost. No charges, fees, accommodation, boarding etc., shall be paid or provided by SBI to the service engineer or assistants.

19.11.7 Uptime: Vendor shall guarantee and ensure system uptime efficiency of 99% for the full configuration of the equipment, in every quarter. system uptime for the purposes of this document is defined as productive & error-free time of the equipment reckoned on quarterly basis & system uptime efficiency shall be computed as under:

$$(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$$
 where "total time" is the time (no. of hours) for which the equipment is required to be fully operational at site during the quarter. and downtime is the time lost due to equipment malfunction, unsatisfactory operation and improper maintenance during the quarter.

19.12 Liquidated damages:

19.12.1 Without prejudice to any of Bank's other rights and remedies, for every 1% drop in System uptime from the guaranteed 100% during a quarter, Vendor shall reimburse to the Bank towards liquidated damages, 1% of value of the AMC contract amount, limited to 10%, which will be recovered from AMC charges payable/ Retention Money Deposit held by the Bank. Availability will be calculated on a quarterly basis.

19.12.2. In the event of deficiency being such that the 25% penalty ceiling is breached, the Vendor shall become liable for further penal actions to the extent of termination of his contract with forfeiture of EMD as deemed fit by the Bank.

19.12.3. However, this liquidated damages shall not apply for delays in restoration of system caused by Force Majeure affecting either Vendor's Service Centre or the site of installation.

19.12.4. Liquidated damages as below will be recovered from the quarterly payment if successful Vendor is not able to achieve required Service levels:

S. No.	Service Level	Target Penalties (Of the AMC Amount)
a.	Availability/ Uptime of System including its accessories 100%.	100.00% = NIL 98.00% to 99.99%=1 % 97.00% to 97.99%= 2 % 96.00 to 96.99% =4 % 95.00 to 95.99% = 6 % Less than 95% = 10 %
b.	Complaint resolution.	Within time limit as per RFP -Nil. Delay of each day in complaint resolution: Rs. 100/- per day.
c.	Not carrying out AMC as per schedule.	Rs. 500/- for every week of delay.
d.	Once the maximum penalty reached.	Bank may terminate the contract and Forfeit the Security Deposit.
e.	Not having manpower as per SLA.	Rs. 1000/- per technician, at every instance.

19.12.5 Any liquidated damages due during the Warranty period will be adjusted against the 10% retention money held by the respective branch for defect liability period or in the security deposit retained by the Bank.

19.13 Vendor will arrange for all necessary authorisation certificates for back-to-back support for maintenance of existing system from the equipment manufacturer. 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 following repairs and maintenance services:

19.13.1 Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the Vendor will provide these services.

19.13.2 The Vendor shall rectify any defects, faults and failures in the equipment during working hours i.e., from 10.00 A.M. to 06.00 P.M. on all working days (viz. Monday to Saturday). If not, the engineers of the Vendor are required to perform beyond the said schedules in case the situation warrants.

19.13.3 The Vendor shall ensure that full configuration of equipment is available in proper working condition viz. uptime of 100% of the time on a 24x7x365 basis.

19.13.4 If any part of the equipment is not repaired or a workable solution not provided during Warranty period, the Vendor will provide temporary equivalent replacement

which should be in working condition as a workable solution to avoid the levying of liquidated damages.

19.13.5 The Vendor shall provide replacement equipment of a similar brand or with higher make if any equipment is taken out of the premises for repairs.

19.13.6 Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance services described herein.

19.13.7 The obligations under warranty shall include all costs relating to labour, spares, maintenance & transport from site to workshop of manufacturer and back for repair/ adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to Vendor.

19.13.8 Vendor shall ensure that the equipment is not down for want of spare parts.

19.13.9 Vendor shall provide repair and maintenance service, in response to oral, including telephone, notice by the Bank, within stipulated time period and also provide a complaint number for tracking the complaint status. Vendor shall ensure that faults and failures intimated by the Bank at above are set right on priority.

19.13.10 Vendor should undertake to implement the observations/ recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies. Any cost escalation on this account will not be accepted by the Bank.

19.14 Transfer of ownership of the property shall be effective as soon as the equipment is installed, tested and commissioned at the SITE and accepted by SBI. While repairing, any worn/ defective parts and the parts replaced parts shall become property of the Bank.

19.15 The Vendor's maintenance personnel shall be given access to the equipment, when necessary, for the purpose of performing the repair and maintenance services indicated in this agreement on showing of identity card issued by the Vendor to its technician.

19.16 If the Bank desires to shift the equipment to new site, the Vendor shall be informed of the same. The Bank shall bear the charges for such shifting and the Vendor shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation would continue to apply and binding on the Vendor.

19.17 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.

19.18 On account of any negligence, commission or omission by engineers of the Vendor & if any loss or damage caused to the equipment or other electronic equipment of the branch or its property, the Vendor shall indemnify/ pay/ reimburse the loss suffered by the Bank to its full present cost.

19.19 Maintenance and Support:

19.19.1 During the warranty period the Vendor must arrange for visits on call.

19.19.3 After expiry of warranty period, Comprehensive Service Level Agreement (SLA) will essentially have to be entered into for a minimum period of five years at the quoted rate submitted by the vendor for maintenance of the system installed by them.

19.19.4 Annual Maintenance of the existing system is compulsory to be done by the Vendor. If the Vendor does not have back-to-back support certificate from manufacturer of the existing equipment, it would be arranged.

19.20 Annual Maintenance Contract (AMC)

19.20.1 The Vendor shall provide AMC for a period of five years (after warranty period), The first AMC visit will be done within 15 days after the completion of the warranty period. Thereafter, the visits to be carried out as above. There should be a gap of a minimum of 70 days between two AMC visits.

19.20.2 The AMC charges will be payable subject to satisfactory maintenance services. The Vendor shall not increase the AMC rate during the contract period excluding the warranty period. The detailed conditions and covenants governing the AMC would be as per SLA given in this RFP. The Vendor shall be in position to maintain the complete equipment installed by him during the contract period. SBI may change the terms of the future AMCs, if necessary, to meet changing needs, on mutual agreement with the Vendor. The AMC agreement will be executed on Banks standard format.

19.20.3 AMC visit will be construed to be done only when the system is found to be functioning completely/ properly.

19.20.4 Vendor shall keep sufficient standby equipment and spares of essential kits or parts of the equipment all the time, as may be required to keep the downtime minimal. The Vendor, if he chooses, may install his own standby system of identical specification/ make, if such systems are acceptable to the Bank.

19.20.5 In case of services rendered by the Vendor is not satisfactory, the Bank will forfeit the Security Money Deposit. His work will be allotted to the other selected vendor.

19.20.6 The contact details of Service Centre, technicians and Manager i.e., telephone numbers, Mobile No., Fax No., E-Mail id, or service focal point(s) to be provided to the Security Officer, Security Department, LHO, Maharashtra. In case, there is any change, updated list should be submitted to the Bank immediately.

19.21 Annual Maintenance Contract (AMC) of existing systems entails quarterly visits plus unlimited on-call visits in case of any emergency.

19.21.1 AMC Vendor shall prepare two copies of the visit report and each report will be counter signed by the Security Officer to whom, one copy will be handed over.

19.21.2 Second copy to be retained by the Vendor.

19.22 Security:

19.22.1 Vendor shall submit Police Verification Report in respect of all the Technicians who would be visiting the Bank.

19.22.2 All employees of the Vendor/ OEM must carry/ display their identity cards for authentication without which they will not be allowed entry into the Bank premises.

19.22.3 They will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.

19.22.4 A complaint number shall be generated for all complaints received from the Bank by the Vendor for future references.

19.23 Future addition of Hardware/ Software: Bank would have the right to:

19.23.1 Shift supplied systems to an alternative site of its choice.

19.23.2 Disconnect/ connect/ substitute peripherals or devices or any equipment/ software acquired from another vendor.

19.23.3 Expand capacity/ enhance features/ upgrade hardware/ Software, either from Vendor, or third party or developed in-house with the consent of Vendor.

19.24 The warranty terms would not be considered as violated if any of the above (Mentioned at para 19.11) takes place. Should there be a fault in operations of the system, the Vendor, would not unreasonably assume that the causes lie with the above.

19.25 Subcontracting:

19.25.1 The Vendor shall not assign or subcontract, in whole or in part, its obligations under the Contract, except with Bank's prior written consent.

19.25.2 However, service/ repairs/ maintenance provided by representative of OEM is permitted in the presence their authorised service personnel.

19.26 Confidentiality:

19.26.1 As explained under 'Non-Disclosure Agreement' in Annexure- XIII of this RFP, the Vendor acknowledges that all material and information available and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The Vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the Vendor, the bank shall be indemnified. The Vendor agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

19.26.2 The Vendor will treat as confidential all data & information about the Contract, obtained in execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

19.27 Training: The AMC Vendor shall offer in-depth training to the Bank's security staff on the offered solution according to the following:

19.27.1 Provide hands-on training to the said security staff.

19.27.2 Train the said security staff on operations of the system including all features, data retrieval, troubleshooting & routine maintenance of the system.

19.27.3 The training shall be conducted within the LHO premises at Pune.

19.27.4 Educate the said security staff about reporting channels of faults, as soon as possible after they are discovered, and that details are entered in a fault reporting book.

19.28 Payment Terms for New Installations:

19.28.1 Payment shall be made in Indian Rupees.

19.28.1.1 90% of the total amount spent on installation, commissioning and handover of the new equipment to the Bank.

19.28.1.2 Balance 10% after expiry of defect liability period of one year.

19.28.1.3 Payments will not be released for part/ short shipments.

Note: No advance shall be paid while placing work order.

19.28.2 Payment of AMC charges will be made after submission of visits reports.

19.28.2.1 There will be visits as per AMC which is payable equitably after each visit subject to satisfactory completion of maintenance work.

19.28.2.2 On missing AMC visit, a penalty equal to double the AMC visit charge will be imposed on the Vendor. The same will be deducted from the AMC bill amount of the Vendor or from the Security Deposit.

19.28.2.3 Repetition of missing of AMC visit will result in cancellation of contract and debarring of the Vendor for minimum period of three years and the work will be allotted to the other selected Vendor.

19.29 Performance Review of the Vendors: Those vendors whose performance is found unsatisfactory will be removed from the contract and de-barred for three years and penalty will be imposed as deemed fit by the Bank.

19.30 Prices:

19.30.1 The quotation must be complete in itself, properly worked out to cover all The Vendor's obligations under the contract and all matters and things necessary for the proper completion of the work, and the rates quoted therein must be correct and sufficient to cover The Vendor's costs, overheads and profits etc.

19.30.2 Price will be inclusive of insurance against loss or damage by fire, theft or other usual risks during transit, till the work is complete at site and handed over to SBI at site in all respects according to the true meaning and intent of the contract.

19.30.3 All the employees of the Vendor who visit Branches/ Offices etc. should also be covered by insurance and in case of any eventuality bank will not be held liable for payment towards any loss or damages to material or personnel.

19.30.4 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to change for the Contract period or till rates are reviewed by the Bank.

19.30.5 The Vendor will pass on to the Bank, all fiscal benefits arising out of reduction of taxes, etc. or the benefit of discounts if any announced if any, in respect of the cost of the items for which orders have been placed during that period.

19.30.6 The Bank reserves the right to re-negotiate the prices in the event of a change in international market prices of hardware and software.

19.30.7 Bank may constitute a committee for assessing the price of the equipment during the term of the contract and if there is a drastic reduction in the rate of any equipment or its accessories, the benefit of it to be passed to the bank.

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

19.32 Delays in the Vendor's performance:

19.32.1 Delivery, installation & commissioning of Products/ Solution and providing services shall be made by Vendor within timelines prescribed.

19.32.2 If during performance of the Contract, Vendor faces conditions impeding timely delivery of Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendor time for performance, with or without liquidated damages, in which case, the extension shall be ratified by amendment of the Contract.

19.32.3 Except as provided in the above clause, delay by Vendor in the performance of delivery obligations shall render him liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages.

19.33 Vendor's Obligations

19.33.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods. economic principles, exercising all available means to achieve the performance specified in the Contract.

19.33.2 The Vendor will be responsible for arranging and procuring all relevant permissions/ Road Permits etc. for transportation of equipment to the site. The Bank would only provide necessary letters for enabling procurement of the same.

19.33.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank.

19.33.4 The Vendor will abide by the job safety measures prevalent in India including insurance coverage of staff at its own expenses and will free the Bank from all demands or responsibilities arising from any accidents on Bank's premises or loss of life, the cause of which is the Vendor's negligence/ or during performance of any work in the Bank. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

19.33.5 The Vendor shall issue Photo-Identity Cards signed by employee concerned, his authorised signatory to all their employees deployed for installation/ maintenance or any other job for the system. Photocopy of such Photo-Identify Cards to be deposited with Circle Security Department. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors

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

19.35 Termination for Default:

19.35.1 The Bank, without prejudice to any other remedy available for breach of Contract, by written notice sent to the Vendor, may terminate the Contract in whole or in part:

19.35.1.1 If Vendor fails to deliver any service within the periodicity specified in the Contract, or within any extension thereof granted by the Bank; or

19.35.1.2 If Vendor fails to perform any other obligations under the contract; or

19.35.1.3 Laxity in adherence to standards laid down by the Bank; or

19.35.1.4 Discrepancies/deviations in the agreed processes or

19.35.1.5 Violations of terms and conditions stipulated in this RFP.

19.35.2 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 services similar to those undelivered and he shall be liable to the Bank for any increase in cost for such similar services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

19.35.3 If the contract is terminated under any termination clause, the Vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

19.35.4 During the transition, the Vendor shall also support the Bank on technical queries/ support on process implementation.

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

19.35.6 In the event of failure of the Vendor to render the Services or 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 a case, the Bank shall give prior notice to the existing Vendor. The existing Vendor shall continue to provide services as per the terms of contract until a 'New Vendor' completely takes over the work. During the transition phase, the existing Vendor shall render all reasonable assistance to the new Vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services".

19.36 Force Majeure:

19.36.1 Notwithstanding the provisions of TCC, 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.

19.36.2 For purposes of this clause, "Force Majeure" means an event beyond the Control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

19.36.3 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.

19.36.4 Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

19.36.5 Termination for Convenience: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

19.37 Resolution of Disputes: All disputes or differences arising in connection with/ arising out this contract or in discharge of any obligation shall be settled amicably. If not, the Courts in Pune shall have exclusive jurisdiction to try and adjudicate the dispute between the parties.

19.38 Jurisdiction (Applicable Law): The Contract shall be interpreted in accordance with the laws of the Union of India and subject to the jurisdiction of courts at Pune.

19.39 Saving clause: No suits, prosecution or any legal proceedings shall lie against the State Bank of India or any employee of the Bank for anything that is done in good faith or intended to be done in pursuance of this agreement.

19.40 Governing Language: The governing language shall be English.

19.41 Addresses for Notices: The following shall be the address of the Bank.

Asst. General Manager (Security), State Bank of India,
Circle Security Dept, LHO, Maharashtra, "Synergy",
C-6, G Block, Bandra Kurla Complex, Mumbai-400051

Vendor's address for notice purposes

<To be filled in by the Vendor>

A notice is effective when delivered or on effective date of the notice whichever is later.

19.42 Taxes and Duties

19.42.1 The Vendor will be entirely responsible for all applicable taxes of Central/ State Government license fees, road permits etc. in connection with delivery at site including incidental services and commissioning.

19.42.2 Income/ Corporate Taxes: The Vendor is liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

19.42.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such

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

19.42.4 The Vendor shall make his own arrangement for engaging labour and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under laws in force during Warranty period. Vendor shall indemnify the Bank from all claims relating to Workers/ Staff/ Sub-Vendor's Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

19.43 Liability and indemnities:

19.43.1 Vendor represents and warrants that supply repair and maintenance service to be provided does not violate or infringe upon any patent, copyright, trade secret, or other intellectual proprietary right of any other person or other entity. Vendor agrees that it will, and hereby does, indemnify the Bank from any claim, damages, loss, penalty etc., directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

19.43.2 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Vendor or breach of any obligations mentioned in clauses hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission/ omission on the part of employees, agents, representatives of the Vendor. The Vendor agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Vendor.

19.43.3 Vendor further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

19.43.4 The Vendor shall indemnify and keep fully and effectively indemnified to the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor.

19.43.5 The Vendor shall undertake the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which results in non-performance of software/ hardware/ deliverables within reasonable time. Bank shall report all material defects to the Vendor without undue delay. The Vendor also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

19.43.6 Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software/ hardware / any other system.

19.44 Fraud and Corrupt Practices

19.44.1 The Applicants (bidders) 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 Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the bidding Process.

19.44.2 Without prejudice to the rights of the Bank, if an Applicant is found to have engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the bidding Process, directly or indirectly or through an agent, he shall not be eligible to participate in any RFP issued by the Bank for 03 years.

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

19.44.3.1 “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

19.44.3.2 “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process.

19.44.3.3 “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process.

19.44.3.4 “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and

19.44.3.5 “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the bidding.

19.45 CONFLICT OF INTEREST:

19.45.1 Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Applicant 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 Security Deposit, 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 Applicant'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.

19.45.2 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

19.45.3 The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, 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 Applicant, 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 Applicant, Member or Associate, as the case may be) in the other Applicant, 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.

19.45.4 For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

19.45.4.1 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

19.45.4.2 Subject always to sub-clause (a) 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 (b) 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

19.45.4.3 Constituent of such Applicant is also a constituent of another Applicant, or

19.45.4.4 Such Applicant, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its member or any Associate thereof; or

19.45.4.5 Such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or

19.45.4.6 Such Applicant, or any Associate, has a relationship with another Applicant, 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

19.45.4.7 Such Applicant or any of its affiliates has participated as consultant to the Bank in preparation of documents, design or technical specifications of the RFP.

19.45.5 For the purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (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.

19.46 CODE OF INTEGRITY AND DEBARMENT/ BANNING:

19.46.1 The Applicant 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 Bid without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the bidding Process.

19.46.2 Applicants are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or arising later) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

19.46.3 Any Applicant needs to declare previous transgressions of such code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of code of integrity.

19.46.4 For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

19.46.4.1 "Corrupt practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or material benefit, in exchange for unfair advantage in procurement process or to otherwise influence the procurement process or contract execution.

19.46.4.2 "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;

19.46.4.3 "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.

19.46.4.4 "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 Applicants that may impair the

transparency, fairness in the procurement process or to establish bid prices at artificial, non-competitive levels.

19.46.4.5 “Obstructive practice” means materially impede investigation by Bank or Government agencies into allegations of above-mentioned prohibited practices either by deliberately destroying, falsifying, altering or concealing evidence; 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.

19.46.5 Debarment/ Banning: Participation of Applicants and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from participation in the Bank’s procurement process shall be considered against delinquent Applicants/ Vendors:

19.46.5.1 Holiday Listing (Temporary Debarment/ suspension): If a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, may be put on a holiday listing for a period up to twelve months:

19.46.5.2 Debarment from participation including removal from selection list: Debarment of delinquent Vendor (including their related entities) for a period (one to two years) removal from selection list, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of vendors are:

19.46.6 Without prejudice to rights of the Bank under Clause hereinabove, if an Applicant engages or indulges directly or indirectly, in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the bidding Process, he shall not be eligible to participate in any tender issued by the Bank for two years from the date of debarment.

19.46.6.1 The Vendor fails to abide by the terms & conditions or maintain the required staff/ equipment or there is change in its production/ service line affecting its performance adversely or fails to qualify in the review.

19.46.6.2 If Vendor ceases to exist or ceases to operate in the category of requirements for which he is selected.

19.46.6.3 Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or

19.46.6.4 Banning by Ministry/ Department or any other Government agency.

19.46.6.5 Other than in situations of force majeure, technically qualified Applicant withdraws from procurement process or after being declared as successful Applicant: (i) withdraws from the process; (ii) fails to enter into Contract; or (iii) fails to provide performance guarantee or any other document required.

19.46.6.6 If Central Bureau of Investigation/ CVC/ C&AG or Vigilance Dept. of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.

19.46.6.7 Employs a government servant or the Bank’s Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

19.46.6.8 Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.

19.46.6.9 If there is strong justification for believing that the partners/ directors/ proprietor/ agents of the firm/ company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

19.46.7 Banning from Ministry/ Country-wide procurements for serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

ELIGIBILITY CRITERIA: CHECK LIST**LIST OF ENCLOSURES**

S. No.	Particulars enclosed	Yes/ No
1.	The Manufacturer/ Firm/ Company/ Dealer/ Vendor is in business of Vendors dealing in Supply, Installation, Testing, Commissioning, and Maintenance of Access Control System comprising of Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software for a minimum period of 03 years as on 31/03/2024.	
2.	Company/ Manufacturer's/ Firm's/ Dealer's/ Vendor's Profile submitted.	
3.	Installation of such systems were carried out in Central Govt. Dept./ State Govt. Dept./ Semi Govt. Dept./ PSU/ Public Sector Banks/ Reputed Private Sector Organisations during the past 3 years.	
4.	Complete Contact details submitted.	
5.	Company having required turn over and documents submitted. (Balance Sheet and IT Return Copy).	
6.	Company having required number and value of work order and its work completion certificates.	
7.	Satisfactory Performance Certificate from customers whose work orders shown.	
8.	Original Banker's Solvency Certificate worth Rs. 10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) along with Banking details submitted.	
9.	Technical Specifications/ Brochure of the product(s) offered submitted.	
10.	Name of the Bank, Amount, Draft No. and date towards EMD available.	
11.	Latest copies of GST and ESI/ EPF Registration No. available.	
12.	Copy of PAN Card issued by Income Tax Dept.)	
13.	A valid Direct Authorised Dealer Certificate from ODM / OEM. Back-to-back support certificate for 05 years.	
14.	Copies of ISO Certification ISO 9001: 2015 and ISO 14001:2015 if available.	
15.	BIS certificate of the product offered.	
16.	List of Support offices or Sub offices / dealers submitted. Proof of the office existence for minimum two years before the date of the tender (For Office in Mumbai/ Pune (attach copy of Gumasta Licence).	
17.	List of qualified technicians / tradesmen submitted with proof ESIC and PF paid ECR copy for last 01 year) and their Police Verification Certificates.	
18.	Company in profit during the last three consecutive years. Support documents submitted.	
19.	Copy of registration and partnership deed (if applicable) in support of constitution. In case of Limited Company, copy of Power of Attorney for signing the application and the Certification of Incorporation, Memorandum of Articles of Association.	

Place:

Date:

(Signature of Applicant/ Authorised Signatory along with Seal)

Declaration-Cum-Certificate on the Letter Head of Applicant regarding restrictions on procurement from Applicants from a Country or Countries, on grounds of Defence in India or matters directly related thereto, including National Security.

Restrictions under Rule 144 (xi) of General Financial Rules 2017 of Ministry of Finance, Govt. of India order No. F. No 6/18/2019/PPD dated 23rd July 2020.

I/ We have read the clause regarding restrictions on procurement from Applicant of a country which shares land border with India; I/ We, the Applicant (Specify full name _____) certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

(Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidence enclosed:

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)

2.

3.

4.

Date:

Place:

APPLICATION FORM

(Please read the Application Documents carefully before filling-up)
(Please strike-off which is not applicable)

1.	Name of the Contractor/ Firm	
2.	a. Full Postal Address of Contractor/ Firm	
	b. Telephone & Mobile No.	
	c. Email ID	
3.	Main Activities of Contractor/ Firm (Please use additional sheet, if required)	
4.	Year of establishment of Contractor/ Firm (Enclose certified copies of relevant documents)	
5.	Constitution of Firm (Enclose certified copies of relevant documents)	Sole Proprietorship/ LLP/ Partnership/ Private Ltd. / Public Ltd./ Any other (Please specify)
6.	Name of the Proprietor/ Partners / Directors of the Organisation / Firm.	a. b. c.
7.	a. Details of Authorised Signatory (i) Name of Authorised Signatory	
	(ii) Phone No.	
	(iii) Mobile No.	
	(iv) Email-ID	
	b. Mode of Authorisation of Authorised signatory (Enclose certified copies of relevant documents as)	Resolution/ Partnership Deed/ Registered Power of Attorney/ Proprietor/ any other (please specify)
8.	Whether registered with the registrar of companies/ Registrar of firms. If so, mention number and dates. (Enclose certified copies of relevant documents)	
9.	a. PAN No. (Income tax) (Enclose certified copies of relevant documents)	
	b. GST No. (Enclose certified copies of relevant documents)	
	c. PF Registration No. (Enclose certified copies of relevant documents)	
	d. ESIC Registration No. (Enclose certified copies of relevant documents as)	

10.	If Registered in the Panel of other Organisations such as CPWD, PWD, MES, Banks etc. mention Name of the Organisation, Registration No. & Date and Category (Enclose certified copies of relevant documents)	
11.	a. Banker's Details: (Enclose certified copies of Cancelled Cheque)	
	(i) Banker's Name	
	(ii) Full Postal Address of Branch	
	(iii) Telephone No.	
	(iv) Account No.	
	(v) Type of Account	
	b. Solvency Limit (Enclose certified copies of relevant documents)	
12.	a. Yearly turnover of the Firm during the last 03 financial years. (Enclose copy of Affidavit / Certificate from Chartered Accountant mentioning turnover of last 03 financial years)	F.Y. 2023-24: F.Y. 2022-23: F.Y. 2021-22: Average :
	b. Profit & Loss Statement of the last 03 financial years (Enclose self- certified one-page summarised balance sheet (audited) and one page of summarised Profit & Loss Account for the last 03 years collectively)	F.Y. 2023-24: F.Y. 2022-23: F.Y. 2021-22:
13.	Whether last three years IT returns filed (Please enclose certified copies of the IT Returns of 2021-22, 2022-23 and 2023-24) (Enclose certified copies of relevant documents Certificates)	Yes / No
14.	Details of similar works executed & completed. (Enclose certified copies of Work Completion Certificates)	Please fill up enclosed Annexure-I& enclose copies of Work Order & Work Completion Certificates)
15.	Please attach certified copies of Performance Report of at least 3 works referred to in Annexure-I	Attach Performance Reports duly filled- in & signed by the Competent Authority of the Client as per Annexure-II
16.	Name, Address, Email and Contact Nos. of at least 3 persons who are in position and competent to report about the quality and performance of your Firm. (These 3 persons should have been associated with any 3 completed similar works mentioned in Annexure-I).	
17.	Details (including status) of all the disputes (including Litigation, Arbitration, Mediation etc.) pertaining to all Contracts between Applicant's Firm and Clients during the last 07 years (i.e. from 31.03.2017) (Please use additional sheet, if required)	

18.	Details of all delisting/ debarring/ blacklisting/ de-paneling etc. of the Applicant Firm by any Organization/ Client during the last 07 years (i.e. from 31.03.2017)	
19.	Details (Name, Designation, PF No.) of near relatives working in State Bank of India. (for definition of near relatives please refer Instructions, Terms and Conditions)	

(Note:- All Enclosures must be self-certified by Authorised Signatory)

I/We have read and understood all the contents of these Application Documents and are acceptable to us. I/We also certify that my/our firm fulfils the ELIGIBILITY CRITERIA for this work.

I/ We hereby confirm and certify that the information given above are correct and true and the Annexure/ Enclosures etc. enclosed herewith are genuine.

I/ We are authorised to sign and submit the Application Documents for pre-qualification.

I/ We understand and agree that if at any stage it is found/ noticed by the Bank that any information provided by us is untrue / incorrect, partly or fully and / or concealed in these Application Documents and / or also in case of receipt of any adverse/ unsatisfactory report from previous or present clients/ Bankers, the Bank on its own discretion may reject application at any stage and/ or may de-list us from PQ or may take any other appropriate action.

I/ We also understand and agree that partly / wrongly filled application and / or applications not on prescribed proforma and/ or applications not accompanying relevant Documents/ Enclosures/ Annexures and Application Documents not signed by the Authorised Signatory and / or received after the due date and time are liable to be summarily rejected by the Bank at its own discretion.

I/ We understand and agree that this is merely an application/ and does not entitle us to be necessarily pre-qualified by the Bank and/ or invite us for participation in tender process. Bank reserves the right to reject all and/ or any application without assigning any reason thereof.

(Signature of Authorised Signatory)(Seal of the Firm)

Name :

Designation in Firm:.....

Place:

Date

(Please ensure to enclose all annexures / enclosures / relevant documents etc with application documents before submitting)

FORM OF BANKERS’ / SOLVENCY CERTIFICATE OF RECENT DATE
I.E. NOT BEFORE 1ST SEPTEMBER 2024

To,
The Assistant General Manager,
Premises & Estate department,
State Bank of India, Maharashtra Circle,
Local Head Office, 3rd Floor,
Synergy, C-6, G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai-400 051.

No.:

Date:

SOLVENCY CERTIFICATE

This is to certify that, to the best of our knowledge and information, M/s/ Sri....., a customer of our bank, has been maintaining Savings Bank / Current Account bearing number with our Branch, since (Month and Year). We understand from the customer that the certificate is for the purpose of Tender with your organisation. We further certify that M/s/ Shri/ Smt. is solvent to the extent of INR (Rupees.....only).

This certificate issued by the Bank on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of the Bank or its officials.

(Signature)
For the Bank

Note:

1. Bankers 'certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

PROFORMA OF AFFIDAVIT FOR EXECUTION OF SIMILAR WORKS

I/ We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department (SBI), then I/we shall be debarred for bidding in State Bank of India in future forever. Also, if such a violation comes to the notice of State bank of India before date of start of work, the Assistant General Manager (P&E) shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

(Scanned copy to be uploaded at the time of submission of bid)

NOTE: Affidavit to be furnished on a ‘Non-Judicial’ stamp paper worth Rs.500/-

Signature of Bidder(s) or an authorised

Officer of the firm with stamp

Signature of Notary with Seal

PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING

I/ we undertake and confirm that our firm/partnership firm has not been blacklisted by any Central Govt. Dept./ State Govt. Dept./ Semi Govt. Dept./ PSU/ Public Sector Banks/ Reputed Private Sector Organisations during the past 3 years of its operations. Further that, if such information comes to the notice of the State Bank of India, then I/we shall be debarred for bidding in State Bank of India in future forever. Also, if such an information comes to the notice of State Bank of India on any day before date of start of work, the Assistant General Manager (Security) shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee (Scanned copy of this notarised affidavit to be uploaded at the time of submission of bid)

NOTE: Affidavit to be furnished on a ‘Non-Judicial’ stamp paper worth Rs.500/-.

Signature of Bidder(s) or an authorized

Officer of the firm with stamp

Signature of Notary with seal

STRUCTURE & ORGANISATION

S. No.	Particulars	Details
1.	Name & Address of the bidder	
2.	Telephone No. / Email id / Telex No./ Fax No.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
4.	Particulars of registration with various Government Bodies (attach attested photocopy).	
	Organization/Place of Registration	Registration No.
(i)		
(ii)		
(iii)		
5.	Names and Titles of Directors & Officers with designation to be concerned with this work	
6.	Designation of individuals authorized to act for the organisation	
7.	Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
8.	Has the bidder or any constituent partner in case of partnership firm/ Limited company/ Joint venture, ever been convicted by the court of law? If so, give details	
9.	Any other information considered necessary but not included above	

Signature of bidder(s)

UNDERTAKING CUM AFFIDAVIT

I/ we M/s undertake and confirm that, we will provide the comprehensive after sales service support to SBI for a period of six years including warranty period of two years from the date of successful commissioning of Access Control System and comprehensive AMC for 5 year after warranty period of one year at the rates quoted by us / our Authorised Channel or Business Partner / Dealer M/s in the bid and thereafter at mutually agreed upon reasonable rates, for the make of Access Control System and all the accessories of make _____, _____ and _____ to be installed at the proposed SBI LHO Building at Kharadi, Pune as per GeM Bid No.

We also confirm that, we will make available all the required spare parts/ software and its updates that are required to keep the said Access Control System in satisfactory working condition for a period of 6 years from successful commissioning of the UPS System.

NOTE: Undertaking cum Affidavit to be furnished on a ‘Non-Judicial’ stamp paper worth Rs.500/-.

Signature of OEM with stamp

Signature of Notary with seal

COMPLETED WORKS**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE
LAST THREE YEARS ENDING 31ST MARCH 2025.**

Important – (Please mention all Amounts without GST)

S. No.	Particulars	Similar work – 1	Similar work – 2
1.	Name of Work/ Project		
2.	Site Address		
3..	Name of the Client/ Organisation		
4	Name		
	Designation		
	Contact No.		
	Email Id		
	Address of Officer i/c of Client to whom reference can be made		
5.	a. Estimated Cost as per Tender floated / issued	Rs.Crores	Rs. Crores
	b. Contract Cost	Rs.Crores	Rs. Crores
6	Completion Cost	Rs.Crores	Rs. Crores
7.	a. Date of Start of Work as per Contract / Work Order		
	b. Actual Date of Start of Work		
8.	a. Scheduled date of Completion of work as per Contract		
	b. Actual Date of Completion of Work		
9.	a. Stipulated Period of Completion as per Contract (Months)		

	b. Actual Time taken in Completion (in Months)		
10.	Number of Authorized Extension granted by Client		
11.	Reasons of Delay		
12.	Penalty / LD Amount		
13.	Details of Dispute / Litigation if any		
14.	Scope of Works (Type of UPS & Batteries and capacity)		
15.	Any other relevant information, the applicant wants to furnish.		

Additional Sheets on the same format may be used, if required.

PERFORMANCE REPORT
(Or on similar formats already issued by the Buyers/ Clients)

Important – (Please mention all Amounts without GST)

S. No.	Particulars	Details
1.	Name of Work	
2.	Location	
3.	Estimated Cost	Rs.
4.	Tendered Cost	Rs.
5.	Actual Completion Cost	Rs.
6.	Date of Start	
7.	a. Stipulated Date of Completion	
	b. Actual Date of Completion	
8.	Any Liquidated Damages/ Penalty/ Levy decided, if Yes, Amount	Yes / No Rs.
9.	a. Performance Report	Outstanding/ Very Good/ Good/ Average/ Poor
	b. Quality of Work	Outstanding/ Very Good/ Good/ Average/ Poor
	c. Timely Execution	Outstanding/ Very Good/ Good/ Average/ Poor
	d. Integrity as regard to Working	Outstanding/ Very Good/ Good/ Average/ Poor
	e. Ease in settling Extra Items	Outstanding/ Very Good/ Good/ Average/ Poor
	f. Resourcefulness	Outstanding/ Very Good/ Good/ Average/ Poor
	g. Technical Proficiency	Outstanding/ Very Good/ Good/ Average/ Poor
	h. Litigation	Yes/ No
	j. General Behavior/ Conduct	Outstanding/ Very Good/ Good/ Average/ Poor
10.	Additional Information/ Remarks	

Additional Sheets on the same format may be used, if required.

(Signature of Officer/Engineer In charge) (Seal of the Officer)
 (Not below Ex. Engineer or Equivalent)

Designation: Date:

Annexure – VI

Letter No:

Date:

Asst. General Manager (Security),
State Bank of India,
Circle Security Department,
3rd Floor, LHO, Maharashtra,
“Synergy” Plot No. C-6, “G” Block,
Bandra Kurla Complex, Mumbai – 400051.

Dear Sir,

**PARTICIPATION IN TENDERING PROCESS FOR SUPPLY, INSTALLATION,
TESTING, COMMISSIONING AND MAINTENANCE OF ACCESS CONTROL SYSTEM
COMPRISING OF SMART SWING BARRIER WITH BUILT-IN FACE READER ALONG
WITH SMART CARD READERS & CUSTOMISED TIME ATTENDANCE SOFTWARE AT
NEW LHO, CLOCK TOWER PREMISES AT KHARADI, PUNE**

With reference to above, we hereby agree to abide by all terms and conditions laid down in commercial bid document and agree to the following:

- 9) We forward herewith a security money deposit of Rs. We also agree to the fact that the Security Deposit (SD) will be held in Current A/c. of SBI and will not carry any interest thereon till the time it is returned to us.
- b) The contract will continue, subject to satisfactory performance of the contract.
- c) We also confirm that mere selection does not ensure us the right to be invited to participate in all/ any bids/ quotations/ tenders/ projects and/ or to get work.
- d) We also confirm that various certificate/ authority letters as applicable will be renewed in time and renewed copies of the same should be submitted for record.
- e) We also confirm that we will respond to the enquiries by the Bank without fail, as & when sent to us. If we do not respond, our firm will be delisted from Bank's list without further notice.
- f) Whenever any work order is given to us, it is compulsory to enter/ sign the agreement between Bank and us before the commencement of the work. Terms and conditions will form part of the contract.
- g) We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify and delist us and in event of any details submitted turned out to be false during the tenure of AMC the Bank is at discretion to forfeit the EMD towards performance security and terminate the AMC.

Yours faithfully,

(Signature of Applicant/ Authorised Signatory along with Seal)

Annexure – VII

LIST OF CLIENTS

S. No.	Client's Name and Address	Contact Person Name and mobile No./ LL	Year of work	Whether still doing AMC of Electronic Time Lock

Date:

Place:

(Signature of Applicant/ Authorised Signatory along with Seal)

Annexure – VIII

WORK EXPERIENCE

S. No.	Client's Name & Address	Work Order No. and date	Order Value	Date of Completion	Product Branch	Remarks

Date:

Place:

(Signature of Applicant/ Authorised Signatory along with Seal)

Annexure – IX

(ON OEM COMPANY LETTER HEAD)

Date:

To:

Asst. General Manager (Security),
State Bank of India,
Circle Security Department,
3rd Floor, LHO, Maharashtra,
“Synergy” Plot No. C-6, “G” Block,
Bandra Kurla Complex, Mumbai – 400051

Dear Sir,

SUBJECT: MANUFACTURER’S AUTHORISATION FORM

We M/s_____ are established and leading manufacturer of Access Control System product, do hereby authorise M/s _____ having their registered office at _____ to submit quote, negotiate, supply, install and provide after sales support for our range of under mentioned products quoted by them to meet the above-mentioned tender: -

S. No.	Product	Company	Model No.	Remarks

2. We also confirm that the above products meet the technical specifications/ features as per the RFP.

3. We as OEM are responsible for ensuring that the System Integrator uses genuine products. We will conduct an Audit of the products being installed by the System Integrator, as and when required by the Bank without any extra cost, as a service support to the Bank.

4. We hereby confirm to extend our back-to-back technical support and meet warranty terms for _____ years. Also, we as an OEM assure that the quoted models are not end of life and necessary spares would be provided at cost to Applicant for period of **six years**, as per OEM standards for this tender/ project.

5. We duly authorise the said vendor to act on our behalf in fulfilling installations, technical support and maintenance obligations required by the contract.

Thanking you,

Yours faithfully,

Authorised Signatory
(Name & Designation, seal of the OEM)

Contact No. and E-Mail Address

Note: This letter of authority should be on the original letterhead of the manufacturer/ OEM and should be signed by a person Competent Authority to bind the manufacturer.

FORMAT FOR SUBMITTING EMD

(To be furnished on Vendor's letter head)

To:

Asst. General Manager (Security),
State Bank of India,
Circle Security Department,
3rd Floor, LHO, Maharashtra,
“Synergy” Plot No. C-6, “G” Block,
Bandra Kurla Complex, Mumbai – 400051.

Dear Sir,

EMD FOR PARTICIPATION IN TENDERING PROCESS FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF ACCESS CONTROL SYSTEM COMPRISING OF SMART SWING BARRIER WITH BUILT-IN FACE READER ALONG WITH SMART CARD READERS & CUSTOMISED TIME ATTENDANCE SOFTWARE AT NEW LHO, CLOCK TOWER PREMISES AT KHARADI, PUNE

With reference to the captioned subject, we intent to participate in the tender process for selection of vendors for Supply, Installation, Testing, Commissioning, and Maintenance of Access Control System comprising of Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software for a minimum period of **03 years** as on 31/03/2024

2. As per the terms and conditions of RFP, we submit draft No. _____ dated _____ for a sum of Rs. _____/- (Rupees _____ Only) as EMD.

3. We undertake that in the event of not performing the obligations as per the terms and conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us, the EMD will be forfeited.

Yours faithfully,

(Signature of Applicant/ Authorised Signatory along with Seal)

Date:

Place:

Annexure – XI

COMPONENTS AND TECHNICAL SPECIFICATIONS OF ACCESS CONTROL SYSTEM

Face Recognition Device Specifications	Compliance (Y/N)	Remarks, if Any
Face Reader to support authentication like Face Recognition and Contactless Card for multi factor authentication by reading the Face, Password and Card or combinations thereof.		
Face Reader device to prevent security breach by determining live or a photograph.		
Device to support “Walk through” feature reading user’s face from of 0.3 meter to 2 meters.		
Display should have min 7” & above Colour LCD with enhanced touch sensitivity with Gorilla Glass		
Device to store up to min 40,000 Faces/ 50,000 card users & above onboard, independent of server for storage of Face/ Card.		
Device to store up to 2,00,000 transaction logs along with min. 20,000 picture logs.		
Device be able to upload/ transfer information of employees on real time basis to the server.		
Device to support dual lens camera with minimum 2MP resolution to capture picture of authorised or unauthorised users & transferring to server on real time basis.		
Device to support Anti Pass back feature & shall be configurable user wise.		
Device to support Blacklist & Expiry Employee configuration. It should send an alert to software if a blacklist & Expire employee punch		
Access permission to be less than 1 second & face enrolment process be below 30 seconds.		
Device should communicate with central server using TCP/IP protocol over Ethernet or Internet.		
Device card reader be capable of reading various card technologies including card presently being used at DIT.		
Device to support multiple cards reading format (Std/ Decimal/ Hexa-Decimal/ Hexa-6 Digit etc.)		
Device to provide unique tone and/ or sequence for various status conditions such as access granted / denied.		
Device be capable of authorising users in off-line mode & update events on establishing connectivity.		
System to give warning alarm in case of tampering with machine.		

Face Recognition Device Specifications	Compliance (Y/N)	Remarks, if Any
Software/ Firmware updates to be made through network.		
Server be capable of detecting communication failure/ tampering and generating appropriate alarms. Be capable of isolating faulty reader.		
Device to have built-in RTC Calendar to sync the clock with server.		
Storage Temperature range from 10 to 50°C and operating temperature range from 0°C to 50°C		
The Device to be IP65 rated.		
The device to support humidity up to 90%		
Face Reader should be CE / FCC Certified		

<u>Compliance Sheet</u>			
Item No. 1: Face and Card based RFID card reader.			
S. No.	Parameter	Specification	Offered
1	Face recognition technology	Face Recognition technology with Dual lens camera & anti-spoofing technology and mask detection.	
2	Display	Display should be min 7" & above, 1024x600 Colour LCD with enhanced touch sensitivity and Gorilla Glass	
3	Camera type	Minimum 2 MP dual lens CMOS camera with low light sensitivity.	
4	Authentication types	Face, Password, Card, QR Code single or in any combination of the same.	
5	Identification Time	Face less than 0.5 seconds.	
6	Distance	From 1.5 metres away.	
7	Detection Range	Person from 3 to 7 feet height	
8	Accuracy	99% and above.	
9	Security Features	Anti-Spoofing attacks against photos, videos & 3D masks	
10	No. of users (minimum)	Face/ Password: 50,000; Card: 1,00,000; QR Code: 1000	
11	No of logs	2,00,000 logs	
12	Email Facility	Shall have Email sending facility through application in case of critical events.	
13	Communication:	TCP/ IP, USB	
14	FAR	0.00%	
15	Sensor FRR	0.01%	
16	Memory:	2GB RAM + 16GB Flash.	
17	Certificate	CE / FCC	

<u>Compliance Sheet</u>			
Sr. No.	Access Control Specifications	Compliance (Y/N)	Remarks, if Any
1	Real Time Monitoring and Database Storage to server.		
2	Integration with door lock and exit reader from single door controller.		
3	Automatic User Face templates transfer to all assigned devices.		
4	Capable to control Door, and supply power to exit switch and door lock.		
5	User based Access to Hardware & Software		
6	Time stamping functionality takes snapshot of the person accessing a door and generates reports with the photograph.		
7	Generation of various reports like User wise Access Control, Door wise Access Report, etc		
8	User Management like Add user, Delete user, Modify user, Search user etc., User wise access date range etc		
9	Terminal Management like Add terminal, Delete Terminal, Upgrade Firmware, Access levels settings, Anti Pass back, Network settings, Terminal Lock, Admin rights, Holiday settings, Door lock and unlock, Siren settings, etc.		
10	Should support Sector writing on smart cards like 1K / 4K cards; Should support template writing on smart card		
11	Access Logs, search through Terminal, User, Visitor, Access group, Branch, Department etc.		
12	Allows employees to pre-register the visitor quickly before actual visit		
13	Provision/ capability to integrate the Access Control System with in-house Visitor Management System of the bank.		

Online UPS 3 KVA Double conversion specification			
S. No.	Parameter	Specification	Offered
1.	Main Input Voltage	230V.	
2.	Other Input Voltage	220V, 240V.	
3.	Rated power	2400W, 3000VA.	
4.	Battery Charger power	700 W rated.	
5.	Input	voltage limits 110...280V half load, 160...280 V full load, Circuit Breaker	
6.	Output	Max. configurable power 3000VA, 2400W, Output frequency – 50/ 60 Hz +/- 3 Hz sync to mains, Sine wave, 90% load.	
7.	Conformance	BIS	
8.	Environmental	Ambient Air temperature for operation – 0...40C, Relative humidity 0-95% non-condensing, Acoustic level – 50 dBA	
9.	Communication & Management	Alarm – Alarm when on Battery: distinctive low Battery alarm: overload continuous tone alarm, Emergency power off.	
	Display	Minimum 6" & above TFT Display Colour.	

Annexure – XII

FORMAT FOR BANK GUARANTEE IN LIEU OF ASD /RETENTION AMOUNT

Place:

Date:.....

(On non-judicial stamp paper of Rs.-----/-)

(Stamp duty shall be calculated as applicable in State of Maharashtra)

BANK GUARANTEE IN LIEU OF ASD / RETENTION AMOUNT

B.G.No. _____ Value Rs. _____

State Bank of India,
(Address)

Sub: Bank Guarantee of Rs. towards Security Deposit for work offer State Bank of India.
(Name of Branch/Office)

Dear Sir,

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract for (Name of Work) with State Bank of India (SBI) as mentioned in the letter of SBI's Consultants (Name & address of consultants) vide their letter No..... datedand the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to ...% of the contract value less, to State Bank of India for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of Rs. to be valid upto (date).

AND WHEREAS (Name of Bank and its branch (other than SBI)) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a PBG in favour of State Bank of India and Guarantees in the manner hereinafter appearing.

In consideration of the premise, we (name of issuing Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include its successors and assigns) here by expressly, irrevocably & unreservedly undertake and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by State Bank of India under the said contract up to a maximum amount of Rs. _____ (Rupees only).

In case the amount demanded by State Bank of India is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs. _____/- (Rupees _____ only).

Such payment shall be notwithstanding any right the contractor may have directly against State Bank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption / merger with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship. This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law. Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs._____.

This guarantee will remain valid upto _____ unless a demand or claim under this guarantee is made in writing on or before _____ the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the

For (Name of Bank)
(Signature/s with designation/s of signatory/ies)
(Name and Stamp of Bank)

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 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

9. _____ 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

9. Confidential Information and Confidential Materials:

(9) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under 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

(9) 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 purely on need to know basis) without the other party's written consent provided, this clause shall not extend to information which was rightfully in the possession of such party prior to 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, to enable it to comply with all the provisions of this Agreement. If Vendor appoints any Sub-Contractor (if allowed) then Vendor 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 unauthorised 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 willful 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 authorised 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 two parties who 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, remaining provisions shall remain in force & effect.

(j) 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) 2024 at _____(place)

For APPLICANT

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

Chief Executive Officer/

Authorised Signatory

Designation

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.

ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 500/-)

ARTICLES OF AGREEMENT made the _____ date of _____ between State Bank of India, having its office at Mumbai hereinafter called “the Bank” of the One Part

and _____

WHEREAS the Bank is desirous of _____

and has caused drawings and specifications describing the work to be done to be prepared by M/s....., its Architects.

AND WHEREAS the said Drawings numbered _____ to _____ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and Conditions of Contract (all of which are collectively hereinafter referred to as “the said conditions”) the works shown upon or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount.”)

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said description in the said Specifications and the price Schedule of Quantities.

The Bank shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

The term “Bank’s Architect/Consultant” in the said Conditions shall mean the said M/s., or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.

The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.

The Specifications, Agreements and Documents mentioned herein and in the bid document shall form the basis of this Contract.

The Contractor shall afford every reasonable facility for the carrying out of all other works and other ancillary works in the manner laid down in the bid document / said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

The Bank reserves to itself the right of altering the specifications and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 45 days subject to nevertheless the provisions for extension of time.

All payments by the Bank under this Contract will be made only at Mumbai.

All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts either in Mumbai or Pune shall have jurisdiction to determine the same.

That the contents Contract have been fully read and understood by the Contractor.

IN WITNESS WHEREOF THE BANK and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

SIGNED AND DELIVERED by the
_____ By the (Bank)

hand of Shri _____

(Name and Designation)

(Signature of Bank)

In the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the
_____ by the
(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

Annexure – XV

**SERVICE LEVEL AGREEMENT (SLA) FOR ANNUAL MAINTENANCE CONTRACT OF
SMART SWING BARRIER WITH BUILT-IN FACE READER ALONG WITH SMART CARD
READERS & CUSTOMISED TIME ATTENDANCE SOFTWARE**

THIS AGREEMENT IS MADE AND EXECUTED ON THIS _____ the DAY OF _____ 2025
BY AND BETWEEN STATE BANK OF INDIA, a body corporate constituted under the SBI
Act, 1955, having its Corporate Office at Madame Cama Road, Nariman Point Mumbai and
one of its Local Head Offices _____ for state of Maharashtra and Goa at Mumbai
(hereinafter referred to as 'The Bank' which expression shall include its successor and
assigns)

AND

M/s. ABC (Applicant's Name) having its registered Office at Full address of AMC Vendor
(hereinafter referred to as VENDOR which expression shall include its successors and
assigns) represented by Shri....., designation.....

2. WHEREAS the Bank has issued a Request for Proposal (RFP) dated 14.06.2024 inviting
proposals from the prospective vendors for supply, installation and maintenance of Electronic
Time Lock System installed in its branches and offices more fully described in the said RFP
& vendor has participated in the above tender process and was selected for supply,
installation and comprehensive maintenance services for complete Electronic Time Lock
along with its accessories as defined in scope of work. Different makes installed at the
branches and offices of the Bank. WHEREAS the VENDOR has agreed to provide the supply,
installation and maintenance services for Electronic Time Lock System at different branches/
Offices/ ATMs/ E-lobbies/ Recyclers/ any other premises of the Bank where system has
been installed.

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

(Terms and Conditions at Section 19 of the RFP will be part of the contract)

Duration of the Contract

The Contract duration will be of three year i.e. from _____ to _____

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE-MENTIONED DATE.

Seal of Vendor affixed in presence of

Shri

(Vendor's authorised representative) and signed by the duly authorised representative,

Shri. _____

Designation _____

In the presence, of

(1) Shri

(2) Shri

In terms of Board/ partnership resolution dated

The Bank by its representative

Shri. _____

State Bank of India,

Note: Depending upon the constitution of the Vendor, necessary changes will be made to properly state such constitution.

Annexure – XVI

(To be furnished on Vendor's letter head)

To:

Asst. General Manager (Security),
State Bank of India,
Circle Security Department,
3rd Floor, LHO, Maharashtra,
“Synergy” Plot No. C-6, “G” Block,
Bandra Kurla Complex, Mumbai – 400051.

Dear Sir,

PRICE BID PROPOSAL

Having examined the Bidding Documents, we, the undersigned, submit our Price Bid for Supply, Installation, Testing, Commissioning, and Maintenance of Access Control System comprising of Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software in conformity with the said Bidding documents as under:-

Rs.____ (Rupees _____) *(in words and figures)*. All-inclusive; The price-break up as per Appendix related to the Electronic Time Lock (ETL) is enclosed.

2. While submitting this bid, we certify that:

- (a) The undersigned is authorised to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed.
- (b) The price bid submitted by us have been arrived at without agreement with any other Vendor of this RFP for the purpose of restricting competition.
- (c) The Price bid submitted by us has not been disclosed and will not be disclosed to any other Vendor responding to this RFP.
- (d) We have not induced or attempted to induce any other Vendor to submit or not to submit a bid for restricting competition.

3. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

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

5. We undertake that, in competing for (and if the award is made to us in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

6. We 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.

Dated this day of 2025.

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

**BOQ: SMART SWING BARRIERS WITH BUILT-IN FACE READER ALONG WITH
SMART CARD READERS & CUSTOMISED TIME ATTENDANCE SOFTWARE**

Sr. No.	Description	Model	Qty	Unit	Rate	Total amount
1.	SS-304, Swing Lane Barrier in stainless steel cabinet and acrylic flaps with Safety Sensor, DC Brushless Motor, Lane Indicator on top of the cabinet Passage: up to 600 mm (standard 520 MM)	Sivananda/ Time Watch/ Magnetic Auto control/ KABA	4	Nos		
2.	SS-304 Motorised P type Swing gate for wide entry for Material / Trolley / Handicapped person in stainless steel 304 grade cabinet and stainless-steel swing arm with 900 mm passage, bi-directional, hands-free operation,	Sivananda/ Time Watch/ Magnetic Auto control/ KABA	2	Nos		
3.	Face Reader Mounting Stand for Swing Lane.		8	Nos		
5.	Face Recognition Terminal walk Through Face Reader, Face Authentication under illuminance up to 25,000 Lux, Liveness Detection, Anti-Spoofing attacks against photos, videos & 3D masks, Cortex-A9 Quad Core 1.0GHz, 5" Color Touch Screen, Up to 20,000 Users.	Suprema/Time Watch/ Invixium/ Union Community Nitgen	8	Nos		
6.	Data Downloading Software MS SQL DB for 1000 Users.		1	Nos		
7.	Web Based Attendance Software with Data Calculation 1000 User Licence.		1	Nos		
8.	PVC Conduit Pipe.	Precision/ Polycab/ National	350	Mtrs		
9.	Power Supply for Face Reader (SMPS/ Linear)		4	Nos		
10.	16 Port Non-POE Switches.	DLINK/ CISCO/ Netgear	1	Nos		
11.	3 KVA online UPS.	APC/ Eaton/ Schnieder/ Vertiv	2	Nos		
12.	ACS Server PC, SITC of Workstation (Core i5/ i7, Minimum 8 GB RAM, 1 TB HDD, MS office, SQL 2012 or above Database to loaded by client, 64 Bit Operating Sys. Accessing Server from External/ Internal Network (RDP) to be address by client).	Dell/ HP (Monitor Make Samsung/ LG/ Dell)	1	Nos		
13.	CAT-6 Cable.	DLINK/ Molex/ Polycab	600	Mtrs		
14.	4 core x 1Sq mm Armoured multi-mode cable	Polycab/ V Cables/ Finolex	200	Mtrs		
TOTAL towards cost of work						
1.1	2 nd Year Cost of post warranty Comprehensive AMC		1	Lot		
1.2	3 rd Year Cost of post warranty Comprehensive AMC		1	Lot		
1.3	4 th Year Cost of post warranty Comprehensive AMC		1	Lot		
1.4	5 th Year Cost of post warranty Comprehensive AMC		1	Lot		
1.5	6 th Year Cost of post warranty Comprehensive AMC		1	Lot		
TOTAL for AMC of 5 years						
GRAND TOTAL						

Authorised Signatory of the firm/ Company with Seal

Place:

Date: