

PART 1: INVITATION TO BID

SBI-SG Global Securities Services Private Limited (hereinafter referred to as Company) is having its Corporate Office at Santacruz (West), Mumbai. The Company proposes to invite tenders (Eligibility, Technical Bid and Commercial Bid) from authorized OEMs or through their authorized distributors/partners for supply , Installation and Support of 50 Laptops with comprehensive 3 years warranty and accidental insurance for its Head Office employees (hereinafter referred to as “Bidder”) as per Technical Specifications mentioned in Annexure 5.1.1.

The Bid should be submitted to the office of:

The Chief Financial Officer,

SBI-SG Global Securities Services Private Limited
Ground Floor, B-Wing, Jeewan Sewa Annex (LIC)
building, Opp. Santacruz Bus depo,S.V.P Road,
Santacruz (West), Mumbai - 400 054

Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal. The Company reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders. The information provided by the bidders in response to this RFP document will become the property of SBISG and will not be returned. SBISG reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

SCHEDULE OF EVENTS & DETAILS

S.N.	Event Description	Dates
1	Date of commencement of Bidding Process (Publication of Tender)	07-10-2024
2	Last date and time for receipt of written queries for clarification from bidders.	11-10-2024 06:30 pm
3	Pre-Bid Meeting (If Required)	16-10-2024 03:00 pm
4	Last Date and Time for Bid Submission	21-10-2024 11:30 pm
5	Date of Technical Bid Opening	23-10-2024 03:00 pm
6	Date of Opening of Commercial bids	23-10-2024 04:00 pm

PART – 2 DISCLAIMERS

1. The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of SBI-SG Global Securities Services Private Limited (Company), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary obtain independent advice / clarifications. Company 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 duly by authorized officers of the Company with the selected Bidder.
3. The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. The Company also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
4. The issue of this RFP does not imply that the Company is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire for the Project and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the Bidding Process.

PART-3: Instructions for Bidders

Clause No.	Topic	Clause No.	Topic
	A. Introduction		D. Submission of Bids
1	Broad Scope of Work	1	Sealing and marking of bids
2	Eligibility Criteria	2	Deadline for submission of bids
3	Cost of Bidding.	3	Late bids
	B. Bidding Documents	4	Modification & Withdrawal of bids
1	Documents constituting the Bid		E. Bid Opening and Evaluation
2	Clarification of Bidding Documents	1	Opening of Technical Bids by the Company
	C. Preparation of Bids	2	Preliminary Evaluation
1	Language of Bid	3	Technical Evaluation of Bids
2	Documents comprising the Bid	4	Evaluation of Price Bids & Finalization
3	Bid Form	5	Contacting the Company
4	Bid Prices	6	Award Criteria
5	Delayed Schedule & Penalty for delayed deliveries	7	Company's right to accept any bid and to reject any or all bids
6	Documentary evidence establishing Bidder's eligibility and qualifications	8	Notification of Award
7	Documentary evidence establishing eligibility of products & conformity to Bid documents	9	Performance Guarantee
8	Period of Validity of Bids	10	Signing of Contract
9	Format & Signing of Bid	11	Miscellaneous

A. INTRODUCTION

1. Broad Scope of Work:

Scope of Work for Supply, installation and support for 50 Laptops.

Bidders are required to Supply, Install and provide support for 50 laptops required for head office.

The broad scope of work would include the following:

- Understanding of Project Requirement
- Supply, Installation and commissioning of LAPTOPs and their peripherals and Hardware and software end to end basis.
- Supply, installation, integration with corporate network, maintenance of LAPTOPs and their related Hardware and software.
- The bidders are expected to accept all technical/commercial terms & conditions mentioned in the bid document. Any deviations in terms and conditions should be clearly mentioned. SBI-SG Global Securities Services Private Ltd, however, reserves the right to reject any or all of the offers with deviation.
- Maintenance & Support of all the equipment- The Bidder is required to provide maintenance & support during the entire warranty and support period of 3 years.
- All hardware should be covered under Accidental damage protection policy.
- The responsibility of obtaining necessary permission, Road Transport etc. to Supply and Implement Laptop and their peripheral hardware and software for SBI-SG head office will be responsibility of Successful bidder.
- Provide SLAs that guarantee Asset (Laptop) Uptime and Installed application should work appropriately.
- Bidder will provide 3 years standard onsite warranty support from the date of final delivery and acceptance by respective offices or end users. Bidder should arrange to repair / replace the defective device as per the service window **Response and Resolution** times of placing a call.

Operations and Maintenance Services

- The Successful bidder shall ensure the maintenance of the ASSET and their Peripherals during the hiring period.
- **The successful bidder shall have to supply all necessary accessories along with the supplied goods, appropriate licenses, device drivers, user manual and documentation, which may be required, whether mentioned or not mentioned in the tender, for successful acceptance and delivery of the quoted equipment's to SBI-SG and end user.**
- Bidder OEM should have 24 X 7 facilities to raise trouble tickets and customer support on Remote.
- SBI-SG may take the additional asset as per the rate card/rate contract provided by the Successful bidder.
- The Successful bidder has to Provide asset within 3 Days post confirmation from SBI-SG.
- Escalation matrix along with contact details to be provided within 3 days of contract awarded.
- Should intimate SBIFML about planned events and service outages through alerts.
- The Successful bidder Should have appropriate Hardware (LAPTOP/DESKTOP) stock in their VAULT/Store to support and meet the SLA.

2. Eligibility Criteria:

- a. The standard MAF (Manufacturer Authorization Form) as per the Company's format should be submitted by all Bidders.
- b. Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Eligibility Criteria	Compliance (Yes/ No)	Documents to be submitted
1	The bidder must be a registered corporate in India and should be in similar business for at least last five years. The bidder should be a profit-making company during the preceding two accounting years. The bidder must submit relevant support documents (such as, company's certificate, balance sheets for last two years, etc.).		Copy of the Partnership deed/By Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The total average revenue of the bidder should be at least Indian Rupees 10 Crores or equivalent in each of the last three financial years.		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
3	The bidder should be an authorized enterprise partner of the Principal/ OEM of the product proposed. The bidder should submit MAF of the OEM to SBI-SG in this regard.		Bidder has to provide the MAF certificate from OEM
4	The bidder should submit valid undertaking letter for Hardware and System Software confirming following: 1. OEM undertake that the support including spares, updates, patches, security patches, fixes, bug fixes, for the quoted products shall be available for minimum 3 years. 2. Confirm that the products meet technical & functional requirements & products quoted are latest version / specification and not the end of life.		A letter of Undertaking by OEM should be submitted by Bidder on their letter head in this regard.
5.	The bidder must not have been declared insolvent/bankrupt or should not have filed for insolvency/bankruptcy or in the process of being declared bankrupt before any designated authority.		A Self Declaration regarding the bidder not being, or not having filed, or is not in the process of being declared, insolvent/bankrupt shall be submitted.
6	The bidder should not have been blacklisted by any of the State Bank of India/ or subsidiaries of organizations of the State Bank of India in the past three years.		Self-Declaration in this regard by the authorized signatory of the bidder.

7	OEM whose products have been offered in the bid shall have Technical Assistance Centre (TAC) and shall have Toll Free Number for TAC. OEM should have their own office in India manned with their own engineers.		Documentary proof for the same should be submitted by the OEM.
8	The detailed Technical Specification of the Model/ Models with the images should be available to public on OEM official website for verification.		As per OEM official website, to be provided with URL.
9	Name of the Client, Person , Contact Designation & Telephone No. , Date of the Assignment		Bidder should specifically confirm on their letterhead in this regard. Details of the assignment done for the client with Product Name, Model, etc.
10	The Bidder should agree to the terms and conditions of Service Level Agreement should they become L1 in the commercial proposal to execute a contract with SBI-SG.		Bidder should specifically confirm on their letter head in this regard.
11	The selected bidder must provide a comprehensive rate card for a period of one-year, detailing pricing for any new requirements pertaining to SBI-SG. This rate card should include transparent pricing structures for various products or services, ensuring clarity and consistency in cost estimation for the duration of the engagement.		Bidder should specifically confirm on their letter head in this regard.

3. Cost of Bidding:

- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Company will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

1. Documents constituting the Bid

- The Bidding Documents include:
 - PART 1 - Invitation to Bid (ITB)
 - PART 2 - Disclaimer
 - PART 3 - Instruction for Bidders (IFB)
 - PART 4 - Terms and Conditions of Contract (TCC)
 - PART 5 - Bid Forms, Price Schedules, and other forms (BF)
- The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

2. Clarification / Amendment of Bidding Document

- a. Bidder requiring any clarification of the Bidding Document may notify the Company in writing by e-mail indicated in Schedule of Dates on or before (time) on (date) indicated therein.
- b. A pre-bid meeting is scheduled as per details mentioned.
- c. Text of queries raised (without identifying source of query) and response of the Company together with amendment to the bidding document, if any will be sent to the email ids shared by the participating bidders in the pre-bid meeting or from the bidder who has submitted pre-bid queries.
- d. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be informed to all the Bidders.
- e. All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Company will not take responsibility for any omissions by bidder.
- f. At any time prior to the deadline for submission of Bids, the Company, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- g. To enable bidders' reasonable time in which to take amendments into account in preparing the bids, the Company, at its discretion, may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

1. Language of Bid

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

2. Documents Comprising the Bid

- a. Documents comprising the Technical Proposal Envelope should contain following documents completed in accordance with the clauses in the bid and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder.
 - i. Bid Form as per Annexure-5.2.1
 - ii. BOM & Compliances - Annexure-5.1.2
 - iii. Undertaking of Authenticity - Annexure-5.1.3
 - iv. SLA T&C – Annexure-5.3
 - v. MAF – Annexure-5.5
 - vi. Price Bid listing all the components as per Price Breakup Schedule (Annexure-5.2.3) without indicating any prices.
- b. While submitting the Technical Bid, literature on the software / hardware if any, should be segregated and kept together in one section / lot. The other papers should form the main section and should be submitted in one lot, separate from the section containing literature.
- c. Any Technical Proposal **not containing** the above will be rejected.
- d. The Technical Proposal should **NOT** contain any price information. Such proposal, if received, will be rejected.
- e. The **Price Bid Envelope** should contain a single sheet as per Annexure-5.2.2 on the Bidder's letter head wherein the "**All Inclusive Price**" with the breakup of all applicable taxes under the signature and seal of the Bidder. The Price Bid must include all the components mentioned in Annexure-5.2.2.

3. Bid Form

- The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Company. Bids are liable to be rejected if only one (i.e., Technical Bid or Price Bid) is received.

4. Bid Prices

- a. Prices are to be quoted in **Indian Rupees** only.
- b. Prices quoted should be inclusive of all costs of incidental services such as transportation, insurance etc. but exclusive of all applicable taxes.
- c. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5. Delivery Schedule & Penalty for Delayed Deliveries

- a. Delivery, Installation, and commissioning within 4 to 8 weeks from the date of purchase order.
- b. In the event of the equipment not being delivered, installed and commissioned within a period of 4 to 8 weeks from date of Purchase Order, a penalty at rate of 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance or for any loss is suffered by the Company due to Acts attributable to the Service Provider as provided under clause for Liquidated damages.
- c. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
- d. The Company also reserves the right to cancel the Purchase Order in case of delay in delivery. In the event of such cancellation, the vendor is not entitled to any compensation. PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.

6. Documentary Evidence Establishing Bidder's Eligibility and Qualifications

- The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Company's satisfaction:
 - i. that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization letter (Annexure-5.5)
 - ii. that adequate, specialized expertise is available to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.

7. Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents

- a. The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid.
- b. Any deviations from specifications should be clearly brought out in the bid.
- c. The Bidder should quote for the entire package on a single responsibility basis for hardware / software /support & other services it proposes to supply.

8. Period of Validity of Bids

- a. Bids shall remain valid for a period of 45 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Company as non-responsive.
- b. In exceptional circumstances, the Company may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- c. The Company reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

9. Format and Signing of Bid

- a. Each bid shall be in two parts: -
 - i. **Part I- Technical Proposal.**
 - ii. **Part II- Price Proposal.**
- b. The two parts should be in two separate sealed NON-WINDOW envelopes, each super scribed with **"Supply, Installation and Support of Laptops for SBI-SG Global Securities Services Private Limited"** as well as **"Technical Proposal"** and **"Price Proposal"** as the case may be.
- c. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or person(s) signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- d. Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Company reserves the right to reject bids not conforming to above.

D. SUBMISSION OF BIDS

1. Sealing and Marking of Bids

- a. The Bidders shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid" and one copy of "Price Bid" separately and the two NON-WINDOW envelopes shall be **enclosed and sealed in an outer NON-WINDOW envelope.**
- b. The inner envelopes shall be addressed to the Company at the address given in Part-I above and marked as described above.
- c. The outer envelope shall:
 - i be addressed to the Company at the address given in Part-I; and
 - ii bear the Project Name **"Supply, Installation and Support of Laptops for SBI-SG Global securities Services Private Limited"**
- d. All envelopes should indicate the name and address of the Bidder on the cover.
- e. If the envelope is not sealed and marked, the Company will assume no responsibility for the bid's misplacement or its premature opening.

2. Deadline for Submission of Bids

- a. Bids must be received by the Company at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- b. In the event of the specified date for submission of bids being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.

- c. The Company may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Company and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and returned unopened to the bidder.

3. Modification and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its Bid after submission of bids, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bids.
- b. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by Fax/Email, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- c. No Bid may be modified after the deadline for submission of Bids.
- d. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

E. OPENING AND EVALUATION OF BIDS

1. Opening of Technical Bids by the Company

- a. The Bidders' names, bid modifications or withdrawals and such other details as the Company, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.
- b. Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

2. Preliminary Examination

- a. The Company will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. Prior to the detailed evaluation, the Company will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without any deviations.
- c. The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- d. If a Bid is not responsive; it will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3. Technical Evaluation

- a. Only those Bidders and Bids who have been found to be in conformity with the eligibility terms and conditions during the preliminary evaluation will be taken up by the Company for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- b. The Company reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

- c. Company will evaluate the technical and functional specifications of all the equipment quoted by the Bidder.
- d. During evaluation and comparison of bids, the Company may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered, or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

4. Evaluation of Price Bids and Finalization

- a. Only those Bidders who qualify in pre-qualification and technical evaluation would be short listed for commercial evaluation.
- b. The L1 Bidder will be selected based on the Total Cost of Ownership.
- c. Arithmetic errors, if any, in the price bid will be rectified as under:
 - i. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - ii. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words which corresponds to the total bid price for the bid shall be taken as correct.
 - iii. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - iv. Company may waive off any minor infirmity or non-conformity or 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 bidder.

5. Contacting the Company

- a. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- b. Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's Bid.

6. Award Criteria

- a. The Company will award the Contract to the successful L1 Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Total Score = Bid score as per technical bid parameter evaluation + Bid score as per commercial bid has been determined as the highest. Weightage of Technical Bid Score and Commercial Bid score will be 70% and 30% respectively.
- b. The Company reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where equipment is to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

7. Company's right To Accept Any Bid and to reject any or All Bids

- The Company reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

8. Notification of Award

- a. Prior to expiration of the period of Bid validity, the Company will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.
- b. The notification of award will constitute the formation of the Contract. The selected Bidder 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.
- c. Upon notification of award to the Bidder, the Company may notify each unsuccessful Bidder.

9. Signing of Contract:

- a. In the absence of a formal contract, the Bid document, together with the Company's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Company and the successful Bidder.
- b. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award.
- c. The Company reserves the right to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts entered with them

10. Miscellaneous

- a. The selected Bidder should carry out all installation tasks in coordination with the designated officials of the IT SBISG, depending on the Company's requirement.
- b. The selected Bidder should undertake, during the period of contract, if required by the Company, the relocation / shifting of the equipment without any cost to the Company.
- c. The selected Bidder should undertake to implement the observations / recommendations of the Company's IS-Audit, Security Audit Team or any other audit conducted by the Company or external agencies and any escalation in cost on this account will not be accepted by the Company.

Note: Notwithstanding anything said above, the Company reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART-4: TERMS AND CONDITIONS OF CONTRACT

1. Definitions: In this Contract, the following terms shall be interpreted as indicated in case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Company shall be binding and final on the Bidder.

- a. "The Company" means SBI-SG Global Securities Services Pvt Ltd with its office located at Santacruz West, Mumbai and its datacenters located at Mhape and Hyderabad.
- b. "The Contract" means the agreement entered between the Company and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c. "Vendor" is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Company.
- d. "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- e. "The Equipment" means all the hardware / software and / or services which the Vendor is required to supply to the Company under the Contract.
- f. "The Services" means those services ancillary to the supply of the Products, such as transportation, insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance, and other such obligations of the Vendor covered under the Contract.
- g. "TCC" means the Terms and Conditions of Contract contained in this section.
- h. "The Project" means supply, installation, testing and commissioning of hardware and software with 60 months Warranty tenure and Premier Support.
- i. "The Project Site" means the datacenters and office where the equipment is to be supplied, installed, and commissioned.

2. Use of Contract Documents and Information

- a. The Supplier shall not, without the Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. The Supplier will treat as confidential all data and information about the Company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company.
- c.

3. Use of Contract Documents and Information

- a. The Vendor shall not, without the Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. The Vendor shall not, without the Company's prior written consent, make use of any document or information except for purposes of performing the Contract.
- c. Any document, other than the Contract itself, shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Vendor's performance.

under the Contract, if so, required by the Company.

4. Patent Rights

- In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Company is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Company will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Company against all third-party claims.

5. Inspection and Quality Control Tests

- a. The Company reserves the right to carry out pre-shipment factory / godown inspection by a team of Company officials or demand a demonstration of the solution proposed on a representative model in Bidder's office
- b. The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:
 - i. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Company / Company's Consultants / Testing Agency.
 - ii. The supplier should intimate the Company before dispatching the goods to various locations for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.
 - iii. Provided that the Company may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Company meriting waiver of such inspection of goods .
 - iv. In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Company reserves the right to cancel the Purchase Order.

- v. The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the goods' destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Company. If the testing is conducted at the point of delivery or at the destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Company's representatives to be borne by the vendor.
 - vi. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
 - vii. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Company against any levies/penalties on account of any default in this regard.
 - viii. On successful completion of acceptability test, receipt of deliverables, etc., and after the Company is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Company.
- c. The Company'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 Company or its representative prior to the products shipment from the place of origin by the Company or its representative prior to the installation and commissioning.
 - d. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

6. Delivery & Documentation

- a. The Vendor should provide such packing of the products as is required to prevent their damage or deterioration during transit to their destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open Back-up Solution. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products destination and the absence of heavy handling facilities at all transit points.
- b. Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder: -
 - i. 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
 - ii. Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
 - iii. 2 copies of packing list identifying contents of each package.
 - iv. Insurance Certificate.
 - v. Manufacturer's / Vendor's warranty certificate.
- c. The above documents shall be received by the Company before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.

- d. Delivery, Installation, and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered.
- e. For the System & other Software, the following will apply:
 - i. The vendor shall supply standard software packages published by third parties in or out of India in their original publisher-packed status only and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
 - ii. The Vendor should provide complete and legal documentation of all subsystems, **licensed operating systems, licensed system software, licensed utility software and other licensed software**. The Vendor should also provide **licensed software** for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
 - iii. In case the Vendor is providing software which is not his proprietary software then the Vendor must submit evidence in the form of agreement he has entered with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Company.
 - iv. The vendor shall explicitly absolve the Company of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e., the vendor shall absolve the Company in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

7. Acceptance Procedure

- On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-5.6) signed by the Vendor and the representative of the Company will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

8. Insurance:

- a. The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period not less than one week after installation and commissioning and issue of acceptance certificate by the Company.
- b. Should any loss or damage occur, the Vendor should:
 - i. initiate and pursue claim till settlement and
 - ii. promptly decide for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

9. Payment Terms

- a. Payment shall be made in Indian Rupees as under:
 - i. 90% of the Total amount due on Delivery and installation. Payment will be released within 30 days and receipt of Invoice and Installation & Commissioning Certificate duly signed by the Company. As already stated, for reasons of delays in installation and commissioning not attributable to the Company the liquidated damages may be levied as stated.
 - ii. Balance 10% against submission of Bank Guarantee from a Scheduled Commercial Bank other than SBI or its Associate Banks, for an equivalent amount valid for the period of 36 months from the date of acceptance.
- b. Payments will not be released for any part-shipment or short-shipments.

10. Prices

- a. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc., except applicable taxes.
- b. The Bidder will pass on to the Company, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

11. Change Orders

- a. The Company may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - i. Method of shipment or packing.
 - ii. Place of delivery.
 - iii. Quantities to be supplied subject to 25% above or below the originally declared.
- b. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days of the date of Vendor's receipt of Company's change order.

12. Contract Amendments

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

13. Assignment

- The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Company's prior written consent.

14. Delays in the Vendor's Performance

- a. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.
- b. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Company shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- c. Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

15. Liquidated Damages

- If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Company may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance or for any loss is suffered by the Company due to Acts attributable to the Service Provider. Once the maximum deduction is reached, the Company may consider termination of the Contract.

16. Conflict of Interest

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

- a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of

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

- i where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be considered for computing the shareholding of such controlling person in the Subject Person; and
 - ii subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member, or any Associate thereof; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f. such Bidder or any Associate thereof has participated as a consultant to the Company in the preparation of any documents, design, or technical specifications of the Project.

17. Fraud & Corrupt Practices

- a. The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Company shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.
- b. Without prejudice to the rights of the Company hereinabove, if a Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOIRFP issued by the Company during a period of 2 (two) years from the date if such Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

- c. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- i **“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 Company who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Company, 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 Company in relation to any matter concerning the Project;
 - ii **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.
 - iii **“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.
 - iv **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Company 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
 - v **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

18. Termination for Default

- a. The Company, without prejudice to any other remedy for breach of Contract, by a written notice of default with a cure period of 30 days sent to the Vendor, may terminate the Contract in whole or in part:
 - i. If the Vendor fails to deliver any or all the Products and Services within the period specified in the Contract, or within any extension thereof granted by the Company.

Or

- ii. If the Vendor fails to perform any other obligation(s) under the Contract.
- b. In the event the Company terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services like those undelivered, and the Vendor shall be liable to the Company for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

19. Force Majeure

- a. Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. 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 Company in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the Vendor shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Vendor shall continue to fulfil 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.

20. Termination for Insolvency

- The Company 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 Company.

21. Termination for Convenience

- The Company, by written notice sent to the Vendor, with a cure period of 30 days, 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 Company's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

22. Resolution of Disputes

- a. The Company and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b. If, the Company and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
- c. The dispute resolution mechanism to be applied shall be as follows:
 - i. In case of Dispute or difference arising between the Company and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00

Crore and below, the disputes or differences arising shall be referred to as a Sole Arbitrator who shall be appointed by agreement between the parties.

- ii Arbitration proceedings shall be held at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English
- iii The decision of most arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

23. Applicable Law

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

24. Addresses for Notices

- A notice shall be effective when delivered or on effective date of the notice whichever is later. The following shall be the address of the Company and Vendor.

Company's address for notice purposes:

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annex (LIC) building,
Opp Santacruz Bus Depot,
S.V.P Road, Santacruz
(West), Mumbai - 400 054

Vendor's address for notice purposes

<To be filled in by the Vendor>

25. Taxes and Duties

- a. The Vendor will be entirely responsible for all applicable taxes levied by Central / State Government in connection with delivery of products at site including incidental services and commissioning.
- b. Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- c. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Company shall affect such deductions from the payment due to the Vendor. The remittance of amounts deducted and issuance of certificate for such deductions shall be made by the Company 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.

- d. The Vendor's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties regarding such deductions thereof as may be imposed on him by such laws and regulations.

26. Vendor's obligations

- a. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- b. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Company would only provide necessary letters for enabling procurement of the same.
- c. The Vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company and implementation activities.
- d. The Vendor will abide by the job safety measures prevalent in India and will free the Company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.
- e. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- f. The Vendor will treat as confidential all data and information about the Company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company.

27. Patent Rights/Intellectual Property Rights

- 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 act expeditiously to extinguish such claim. If the Vendor fails to comply and the Company is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Company will give notice to the Vendor of such claim, if it is made, without delay.

28. Right to use defective product

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

29. Limitation of Liability

- For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Company arising under or in connection with this agreement for an amount exceeding the total cost of the project. Service provider will ensure Company's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Company's related information to the extent of loss so caused. The limitations set forth herein shall not apply with respect to:
 - i. claims that are the subject of indemnification pursuant to IPR infringement,
 - ii. damage(s) occasioned by the gross negligence, fraud, or willful misconduct of Service Provider,
 - iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - iv. When a dispute is settled by the Court of Law in India.
 - v. Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

PART 5: BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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ANNEXURE – 5.1.1 - Technical Specifications

A. Technical Specification.

SI No.	Description	Required Configurations	Bidder's Response (Yes/No)
1	Processor	Latest Generation Intel Meteor Lake core Ultra 5 processor up to 4.3 GHz, 12 MB Cache, 12 Cores or higher generation	
2	Memory	16GB (2 x 8 GB), DDR5, 5600, Expandable up to 64 GB memory with 2 DIMM slot.	
3	Storage	M.2 PCI NVMe Gen4 1TB SSD	
4	Graphics	Integrated Graphics	
5	Operating System	Windows 11 Pro (OS should be factory installed). SBI-SG Logo on Boot Screen and on laptop body front preferred.	
6	Screen Display	Min 15.6" FHD (1920 x 1080) Anti-Glare, 250 nits, Non-touch, IPS/WVA	
7	Keyboard	Spill Resistant Backlit AI hotkey Keyboard with Microsoft Precision Click Pad & Num Pad	
8	Ports	Min 1 USB 4 Gen2 Type-C with Power Delivery & DisplayPort 2.0 Min 3 USB 3.2 Gen1 HDMI 2.0 RJ45 Universal Audio Jack Lock slot	
9	Battery	Minimum 50 WHr or above Long-Life Cycle battery with 3 Years warranty	
10	Connectivity	802.11ax Dual Band (2x2) WiFi with Bluetooth 5.3 or higher	
11	Webcam	Integrated FHD Webcam with TNR feature and integrated camera shutter. IR camera for Windows Hello Authentication	
12	Power Adapter	Standard 65W Power Adapter with Type C connectivity	
13	Security	Discrete TPM 2.0.	
14	MIL Specs	Proposed laptop model should have passed min 15 MIL-STD 810 H/G tests	
15	Weight (approx. / starting)	1.82Kg	
16	Chassis	Proposed model chassis should be of either Carbon /Glass Fibre, PC ABS, Aluminum or Magnesium only.	
17	Certification	EPEAT Gold India Registered; Energy Star compliant, TCO, windows certified. All certifications are to be provided	
18	Warranty	3 years Warranty & 24x7 support should include Accidental damage protection and Faulty drive retention	
19	Bag & Mouse	OEM Backpack and OEM Wireless mouse and Mouse Pad	

ANNEXURE – 5.1.3
Undertaking of Authenticity

To:

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annexe (LIC) building,
Opp Santacruz Bus Depot,
S.V. Road, Santacruz (West),
Mumbai 400 054.

Sub: Undertaking of Authenticity for Hardware Supplies Ref: RFP No. SBISGGSS/IT/24-25/501
DATED 07-10-2024

With reference to the equipment being quoted to you vide our Reference No:_____dated _____, we hereby confirm that all the components /parts /assembly etc. used in the equipment to be supplied shall be original new components / parts / assembly only, from respective OEMs of the products and that no refurbished / duplicate / secondhand components /parts/ assembly / shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

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

3. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware already billed, we agree to take back the hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

4. We also take full responsibility for both parts & Service SLA as per the content even if there is any defect with our authorized Service Centre / Reseller / SI etc.

Dated this day of 2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE –5.2.1
BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)

Date: _____

To,

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annexe (LIC) building,
Opp. Santacruz Bus depo,
S.V. Road, Santacruz (West),
Mumbai 400 054

Dear Sir,

Ref: RFP No. SBISGGSS/IT/24-25/501 DATED 07-10-2024

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Company and we offer to supply, Install, test, commission and maintain the equipment's detailed in Annexure-5.1.1 and 5.1.2, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid in sealed window envelope, on the date advised to us.

2. While submitting this bid, we certify that:

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

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing, and commissioning of the equipment within a period of weeks from date of Purchase Order.
4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Company up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We certify that we have not made any changes to the contents of the RFP/EOI document read with its amendments/clarifications provided by the Company submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Company will have the right to disqualify us from the bid.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. The vendor hereby undertakes that its name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

Dated this day of 2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE -5.3

SLA Terms & Conditions for Hardware, Software & Maintenance Services

The Bidder shall be responsible for providing 24*7*365 days' support for all Category type asset Working hours (8AM to 8PM) support for all Assets which have been delivered by successful bidders from the date of issuance of operational acceptance by SBI-SG.

Also, Bidders should be providing onsite support in case hardware (LAPTOP) got faulty and then change the same as per SLA (NBD) for working Hours (8AM to 8PM). The maintenance and support will include following activities:

- i. Maintenance of the system: -
The Bidder will maintain all Hardware equipment (LAPTOP/Peripherals) which are installed by successful bidders for a period of 3 years starting from commissioning of the respective Hardware (i.e. after acceptance of implementation). During the Maintenance period, the Bidder should offer services from Hardware OEM / OEM certified service providers of the highest service standards. The Bidder should ensure that experienced, certified and qualified service engineers are present in their call center on the basis of 24X7 and Arrange Engineer ONSITE in case they are faulty.
- ii. Service Window: -
The Successful bidder will assign a service manager for the duration of the Contract – this resource should be the “Single point of contact” for all service-related matters for SBI-SG and should be able to respond within the designated service window. The proposed “Service manager” should be a multi-skilled professional and supported by back-end L2-L3 support as required.

Bidder should arrange to repair / replace the defective device as per below **Response and Resolution** times of placing a call.

Hardware equipment's divided into following groups/levels.

Sr.	Description	Severity Level
1	Type I – Laptop not able to boot / Laptop Motherboard Issue / Laptop Harddisk issue / Laptop Memory Issue	1
2	Type II – Laptop Display/Monitor issue, Laptop Keyboard Issue, Any other known issues	2

ii) Response and Resolution times

Sr. No.	Severity Level	Response Time (In Business Hour)	Resolution Time Excluding Response Time (In Business Hour)
1	1	4	24
2	2	8	48

Note: Business hours are considered to be all official working days. Government Holidays will not be considered for above timelines. For example: If any Hardware stopped working on Saturday evening, then Response time and Resolution time will vary accordingly (Count will start from Monday).

Support and Help Desk Requirements:

- a. Escalation process should be in place for of call request, and escalation details should be provided to SBI-SG IT Helpdesk team.
 - b. Bidder support staff should be well trained to effectively handle queries raised by the SBI-SG employees.
 - c. Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per month, resolution % per month etc.
- 2) Performance Requirements: System uptime should be greater than 99 %. Non-functional Laptop should be automatically identified through users call log, and Automated diagnostics should run to scan for malfunction, with appropriate escalations in case of non- resolution of issues.
 - 3) Regulatory / Compliance Requirements: To comply with SBI-SG's and SEBI's relevant policies in this regard.
 - 4) Security Requirements: The solution should follow the latest Industry Standards for all aspects viz architecture of solution, platforms, etc. The solution will be subject to Comprehensive Security Review (CSR) of the SBI-SG regularly and any observations/vulnerabilities will have to be closed by the bidder within 1 month from the date of intimation without any additional cost.

- 5) Project Management: Industry best project management practices to be implemented during deployment and roll-out. Bidder may suggest these policies/practices, however final decision on this shall be taken by SBI-SG.

ANNEXURE - 5.4
PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed at this..... day of 2023 by (Name of the Bank) having its Registered Office at.....and its Branch at (Hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** SBI-SG Global Securities Services Private Limited, having its Corporate Centre at Jeewan Sewa Annexe, S.V. Road, Santacruz (West), Mumbai Herein after referred to as "**the Company**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS

The SBI-SG Global Securities Services Private Limited, having its Corporate Office at Jeewan Sewa Annexe, S.V. Road, Santacruz (West), Mumbai - 400 054 (hereinafter called the 'Company') has invited quotations for supply of hardware, software, and services,

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs /- (Rupees only) as a Bid Security Performance Bank Guarantee.
2. M/s., our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Company' in respect of the said sum of Rs/- (Rupees only)

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We(bank), the Guarantors, do hereby irrevocably & unconditionally agree an undertake to the SBI-SG Global Securities Services Private Limited, their Successors, Assigns that in the event of the SBI-SG Global Securities Services Private Limited coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Company' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the SBI-SG Global Securities Services Private Limited, pay without demur to the SBI-SG Global Securities Services Private Limited, a sum of Rs.../- (Rupees only) or any lower amount that may be demanded by the SBI-SG Global Securities Services Private Limited. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.../- (Rupees only)
2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI-SG Global Securities Services Private Limited on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the SBI-SG Global Securities Services Private Limited shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI-SG Global

Securities Services Private Limited within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the SBI-SG Global Securities Services Private Limited under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI-SG Global Securities Services Private Limited and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the SBI-SG Global Securities Services Private Limited. We hereby further agree that-

- (a) Any forbearance or omission on the part of the SBI-SG Global Securities Services Private Limited in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupees only)
- (b) Our liability under these presents shall not exceed the sum of Rs.....
...../- (Rupees only)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This guarantee shall remain in force up to <expiry date> provided that if so desired by the SBI-SG Global Securities Services Private Limited, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till <expiry date> unless these presents are renewed as provided hereinabove on the <expiry date> or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI-SG Global Securities Services Private Limited alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the SBI-SG Global Securities Services Private Limited against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- (f) The liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by -
 - (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition, or amalgamation of the Bidder with any other Company, Corporation, or concern; or
 - (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition, or amalgamation of the Guarantor with any other Company, Corporation, or concern; or change in the constitution structure or management of the Guarantor
 - (iii) any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
 - (iv) any change in the constitution/structure or management of the Bankor
 - (v) any dispute between the Bidder and the Company.
- (g) This guarantee shall be governed by Indian Laws and the Courts at Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein:

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

Yours faithfully,

For and on behalf of Bank.

Authorized official

ANNEXURE- 5.5

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No.

Date:

To:

Dear Sir:

Ref: RFP No. SBISGGSS/IT/24-25/501 DATED 01-Sep-2023

We who are established and reputable manufacturers / producers of _____ having factories / development facilities at *(address of factory / facility)* do hereby authorize M/s _____ *(Name and address of Agent)* to submit a Bid and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:

- (a) Such Products as the Company may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
 - (i) advance notification to the Company of the pending termination, in sufficient time to permit the Company to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Company, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

4. We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)

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

ANNEXURE - 5.6

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

Date:

M/s.

Ref: RFP No. **SBSGGSS/IT/24-25/501 DATED 07-10-2024**

Sub: Certificate of commissioning of Solution

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

a) RFP No. _____ dated _____

b) Description of the Solution _____

c) Quantity _____

d) Date of commissioning _____

e) Date of acceptance test _____

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

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

4. The Vendor has fulfilled his contractual obligations satisfactorily*

or

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

(a)

(b)

(c)

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

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

Signature _____

Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

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

ANNEXURE - 5.7

TENTATIVE LIST OF DELIVERY LOCATIONS

The bidder must deliver and install the above-mentioned laptops at following locations as mentioned under.

1. SBI SG Global Securities Services Pvt Ltd – B wing, Ground floor, Jeevan Seva Annex (LIC) building , SVP road, Santacruz W, Mumbai, Maharashtra - 400054

ANNEXURE - 5.8**COMMERCIAL PROPOSAL**

The commercial Bid needs to contain the information listed hereunder in an online commercialbid bearing the identification – “Commercial Bid for Procurement of Laptops”

Sr no.	Description	Qty	* Unit Cost	** Total cost
			(INR)	(INR)
1	Latest Generation Intel Meteor Lake core Ultra 5 processor up to 4.3 GHz, 12 MB Cache, 12 Cores or higher generation, 16GB (2 x 8 GB), DDR5, 5600, Expandable upto 64 GB memory with 2 DIMM slot. M.2 PCI NVMe Gen4 1TB SSD, Windows 11 Pro (OS should be factory installed), Min 15.6” FHD (1920 x 1080) Anti-Glare, 250 nits, Non-touch, IPS/WVA, Spill Resistant Backlit AI hotkey Keyboard with Microsoft Precision Clickpad & Num Pad	50		
2	OEM Backpack and OEM Wireless mouse and Mouse Pad	50		
3	3 Years Onsite Warranty & 24*7*365 OEM Support	1		
4	Accidental damage protection and Faulty drive retention for 3 Years	1		
Total Cost of Ownership (INR) – Excluding all Taxes & Duties				

*Unit Cost and **Total Cost is in INR and Excluding all Government Taxes and Duties.

-----End of RFP Document-----