



REQUEST FOR PROPOSAL

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND
MAINTENANCE (O&M) OF AVAYA MAKE EPABX SYSTEM AND TELEPHONE
LINES, ETC INSTALLED AT SBI LIFE INSURANCE COMPANY LIMITED,
SEAWOODS, NAVI MUMBAI**

MODEL NO. AVAYA IP OFFICE R10

Tender No. AMC/MGNT SER/02-2019-2020

Dated: 06/08/2019

SBI Life Insurance Company Limited
Central Processing Centre

Comprehensive Contract for Operation and Maintenance (O&M) of Avaya make EPABX System and Telephone Lines, etc installed at SBI Life Insurance Company Limited, Seawoods, Navi Mumbai

SBI Life Introduction

SBI Life is one of the leading Life Insurance companies in India. We are a joint venture between India's largest bank State Bank of India and the leading global insurance company BNP Paribas Cardif.

Instruction to Bidders

Name of Work: Comprehensive Contract for Operation and Maintenance (O&M) of Avaya make EPABX System and Telephone Lines, etc. installed at SBI Life Insurance Company Limited, Seawoods, Navi Mumbai

SBI Life invites bids in two bid system (Technical & Financial Bid) from experienced and reputed Channel Partner of Avaya engaged in Operation and Maintenance of EPABX System and Telephone Lines, etc having minimum of Five year experience in the field, as under: -

Tender No. AMC/MGNT SER/02-2019-2020		Dated : 14/08/2019
Sr. No.	Type	Description
1	Name of Work	Comprehensive Contract for Operation and Maintenance (O&M) of Avaya make EPABX System and Telephone Lines, etc installed at SBI Life Insurance Company Limited, Seawoods, Navi Mumbai
3	Earnest Money Deposit(EMD)	Rs.5,000/-
5	Site Inspection	Between 16/08/2019 to 20/08/2019
6	Pre Bid Meeting	21/08/2019 at 4.00 PM
8	Last date and time of submission of Bid	27/08/2019 at 3.00 PM
9	Opening of Technical bid	28/08/2019 at 3.00 PM
10	Opening of Financial Bid	Will be informed

Sealed tenders are invited (in 2 COVER system) by The Sr. Vice President, SBI Life Insurance Company Limited, Tower – 2, Plot No R, 1, 7th & 8th Floor, Seawoods (East), Sector 40, Navi Mumbai - 400706 from experienced vendors in O&M of EPABX System, and Telephone Lines, etc who has done similar type of work with proven technical and financial capacity, possessing required experience for the above work only will be considered.

Tender documents consisting scope of work and set of conditions of contract to be complied with by the tenderers can be obtained from SBI Life website www.sbilife.co.in

IMPORTANT NOTE

All bidders should attend the PRE-BID MEETING on **21/08/2019 at 4.00 PM** in the office of Sr. Vice President, SBI Life. It is important for the vendor to attend the pre-bid meeting to understand the exact requirements. Minutes of the Meeting of Pre Bid will be circulated to only the participating Bidders.

TENDER SUBMISSION

Tenders shall be submitted in two parts simultaneously in separate sealed covers, super scribed as “COVER-I (Technical Bid)” and “COVER-II (Price Bid)”. Both shall have the tender reference number and name of the work clearly written at the top of the cover. The covers shall have the name / seal of the bidder. Tenders will be received up to **27/08/2019 at 3.00 PM** at the above address.

COVER-I of the tender will be opened on **28/08/2019 at 3.00 PM** in the presence of attending tenderers. Opening of COVER-II (Price bid) will be intimated only to those tenderers who are qualified after evaluation of Technical Bid.

COVER-I shall contain the following

EMD as specified above in the form of Demand Draft of a PSU / Pvt / Scheduled Bank guaranteed by the Reserve Bank of India, in favour of SBI Life Insurance Company Limited, Payable at Mumbai. Cash or Cheque or any other mode for the EMD will not be accepted. Entire tender document, to be duly signed & sealed in every page by the Bidder, along with technical information.

A list of works of similar nature and magnitude **completed in the last 3 years, with proof.**

Proof of technical, financial and organizational competence to execute the work of above nature and magnitude.

List of works on hand and Reference and contact details of similar completed & ongoing works.

Latest work experience certificate with respect to execution of similar works issued by client.

COVER-II- Shall contain the following

Price bid fully filled, as per the given format

If clarifications are sought by the contractor during the bidding period, the same should be in writing. Both the clarifications from the tenderer and the response to the clarifications from SBI Life, should be in writing and all such correspondences should be enclosed along with **COVER-I**.

SBI Life does not bind himself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders or to allot parts of the works to different agencies without assigning any reason thereof.

NOTE: Each and every page of the offered bid shall bear the signature and seal of the Bidder.

The Bidders whose offers are found technically acceptable based on the technical evaluation, including, in case found necessary, inspection of works, executed/under execution by them, to ascertain the quality of work, workmanship, work culture etc., would be informed at the time and date of opening of "Price Bid". **The Price Bid shall contain only priced schedule of quantity in the printed format issued by SBI Life.**

The Bidder shall furnish all the documentary proof mentioned above. Any tender which does not fulfil any of the prescribed conditions will be liable to be rejected.

Opening of Technical Bids

Technical bids will be opened on **28/08/2019 at 3.00 PM** by the Tender Committee. SBI Life shall evaluate the technical bid to pre-qualify the bidders.

Opening of Financial Bids

- 1) Exact date and time shall be communicated through official E- mail address given in the bid document to the qualified bidders.
- 2) Conditional bids would be summarily rejected.
- 3) In case no bid or single bid is received, or any other reason whatsoever, SBI Life may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.
- 4) Any separately submitted discount letter on the financial price shall not be considered by SBI Life and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

Contact Person

In case of any query, you may contact any of the following officials:

1. Shri. Siddhesh Shetye (Manager-MS) at (022-66456261) & Email: cpcms@sbilife.co.in

Earnest Money Deposit (EMD)

Bidder should pay specified amount towards Earnest Money deposit as follows:

- a) **Rs. 5,000/- (Rupees Five Thousand Only)** in the form of Demand Draft/PO drawn on any Nationalized /Schedule bank in favour of “SBI Life Insurance Company Limited” Payable at Mumbai.
- b) EMD will not carry any interest.
- c) EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement and submission of security deposit.
- d) The Earnest Money Deposit submitted by the bidder may be forfeited if,
 - 1) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the SBI Life.
 - 2) Successful Bidder withdraws his tender or backs out after acceptance,
 - 3) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
 - 4) Bidder violates any of the terms and conditions of the tender,
 - 5) Bidder revises any of the items quoted during the validity period.

Mandatory

- 1) The service Provider should have the Following qualifications: -
- 2) Experience in operation, maintenance of EPABX System and Telephone Lines, etc.
- 3) Man power supply experience for EPABX System and Telephone Lines, etc.
- 4) The service provider should have base in Mumbai / Navi Mumbai.
- 5) The service provider should be in the field of EPABX System operations for at least from last 5 years (as on 30/05/2019) (Relevant documents as shall be attached with Technical bid)
- 6) Service Provider should have its own contract support at Mumbai / Navi Mumbai.

IMPORTANT NOTE

- 1) The bidder shall submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years certified by Chartered Accountant. “Similar work” means the Operation and maintenance of EPABX System and Telephone Lines, etc.
- 2) The bidder shall submit signed of PO Copies/Work order copies/ completion/ performance certificate issued by client in support of satisfactory completion of similar works during the last 5 years.
- 3) The bidder shall submit signed copy of Tender Acceptance Letter.
- 4) The bidder should submit signed copy of detailed profile of the Organization, (giving list of works in hand and carried out during the last 5 years, names & addresses of the clients, value of work, number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registration Code, Company Registration No, GST, ITR and PAN etc, Certification from Avaya as their Channel Partner to undertake the O&M of the Avaya make EPAB System.)
- 5) The bidder should submit signed copy of partnership firm/partnership deed, if any.
- 6) The Bidder should be having adequate manpower, technical competence, equipment etc. to smoothly execute the work.
- 7) The contractor should have a Registered Office/Branch in Mumbai / Navi Mumbai.

- 8) The contractor should also intimate official E-mail address and telephone no for all communication in order to avoid loss of time. All communications from SBI Life shall be sent by E-mail.
- 9) Offers of Bidders who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/Govt. Autonomous bodies or otherwise shall not be considered. Further, if any of the partners/directors of the contractor's organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.
- 10) SBI Life reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from SBI Life, failing which suitable action shall be taken by SBI Life.
- 11) After opening of Technical bids, if a firm/Company fulfils the technical criteria, its financial bid will be opened.
- 12) Exact date and time for opening of Financial Bids shall be communicated through official E-mail address given by Bidder.
- 13) The bidder may be summarily disqualified in case of non-submission of required documents.

Contract Period

The Contract will be initially for a period of THREE years (01.10.2019 to 30.09.2022) with a provision of one-year extension subject to evaluation of the performance of service provider/Contractor by SBI Life before end of third year contract. The performance of the service provider/Contractor will be evaluated every Six Months on a continuous basis and the performance will be evaluated by SBI Life.

Acceptance / Rejection of Bid

SBI Life also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of SBI Life regarding the same shall be final and conclusive.

Amendment to Bid documents

- 1) At any time prior to the deadline for submission of Bids, SBI Life may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.
- 2) The corrigendum/amendment will be issued /published on website <https://www.sbilife.co.in> only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

Clarification on Bids

- 1) To assist in the examination, evaluation and comparison of the technical bids, SBI Life may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, SBI Life reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

- 2) SBI Life reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform. In case of any alteration in the technical bid requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount which shall be added to or subtracted from the original price offered for that item. Both the original and the supplementary offer shall be evaluated jointly.

Execution of Contract Agreement

The successful bidder's responsibility under this contract commences from the date of issue of the work order by SBI Life. The Bidder shall submit an unqualified acceptance to the Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.600/- within 45 days from the issue of Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the bidder. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any

Shut Downs

No routine shut down shall be permitted during office hours. The contractor shall be at liberty to carry out maintenance on holidays and after office hours but with prior permission of SBI Life.

The Bidder shall ensure trouble free and smooth operation and maintenance of the Systems at all times. All complaints have to be attended to, in minimum agreed time, as per industry norms/practice, failing which, SBI Life will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills/security deposit.

Dispatch Instructions

- 1) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed by hand of the authorized representative, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.
- 2) Bidders are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidder have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., bidder shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarification shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

Data to be Enclosed

- 1) Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 2) Income Tax Permanent Account Number: Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, Tender Acceptance Letter etc. shall be furnished along with tender.
- 3) Organization Chart: The organization chart of the bidder's organization, including names, addresses and contact information of the Directors/Partners may be furnished along with the offer.
- 4) An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.
- 5) Proof of Turnover
- 6) Proof of Registration Number for PF, ESI, GST. PAN etc.
- 7) Evidence of minimum Five years' experience.
- 8) In Case of Individual Tender: His /her full name, address and place & nature of business.
- 9) In Case of Partnership Firm: The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- 10) In Case of Companies: Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof.
- 11) The contractor shall also ensure the police verification of the person deployed by him at SBI Life. The contractor shall also submit copies of the appointment letters of the personnel deployed at SBI Life, at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. SBI Life may ask to furnish the details of personnel deployed by the contractor at any time during the period of contract.

Language

- 1) The bidder shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 2) All entries in the tender shall either be typed or written legibly in ink. Erasing and overwriting is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.

Price Discrepancy

In the case of financial bid opening, if there are differences between the rates given by the bidder in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

In case of lump-sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

Evaluation of Bids

Technical bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

- 1) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Further, SBI Life reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- 2) Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.
- 3) Financial bids of shortlisted bidders shall only be opened at office of SBI Life Insurance Company Limited, Tower – 2, Plot No R, 1, 7th & 8th Floor, Seawoods (East), Sector 40, Navi Mumbai – 400706
- 4) Financial bids of unqualified bidders shall not be opened.
- 5) Conditional bids may be rejected by SBI Life. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. All the required information shall be furnished strictly in prescribed schedules/Annexure only. Any information indicated other than prescribed schedules/Annexure shall not be entertained. The financial evaluation shall be made on the basis of the total price/charges as indicated in the schedule of rates/ financial. SBI Life is not bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with financial Bid shall not be considered. SBI Life's decision in this regard shall be final and binding.

Security Deposit

Upon acceptance of Tender, the successful Bidder is required to deposit an amount equivalent to 5% of the Contract Value as Security Deposit. The security Deposit should be furnished before commencement of the work by the contractor. Security Deposit may be furnished in below forms: -

- 1) Pay Order/Demand Draft in favour of SBI Life Insurance Company Limited, Payable at Mumbai.
- 2) The Security Deposit shall not carry any interest.
- 3) SBI Life reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with SBI Life

Return of Security Deposit

Security Deposit shall be refunded released to the Contractor after deducting all expenses /other amounts due to SBI Life, after completion of the contract.

Validity of Offer

The rates in the Tender shall be kept open for acceptance for a minimum period of 90 (ninety days) from latest due date of offer submission (including extension, if any). In case SBI Life calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenders.

Rejection of Tender and Other Conditions

1. SBI Life reserves the right to accept or reject the tenders without assigning any reason whatsoever.
2. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
3. Tenders are liable to be rejected in case of unsatisfactory performance of the bidder with SBI Life or bidder who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. SBI Life reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of SBI Life will be final in the regard.
4. If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, SBI Life may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, SBI Life may then cancel such tender at their discretion, unless the firm retains its character.
5. SBI Life will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
6. If the bidder gives wrong information in his tender, SBI Life reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
7. Canvassing in any form in connection with the tenders submitted by the Bidder shall make his offer liable to rejection.
8. In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in SBI Life, the authority inviting the Tender shall be informed of the fact along with the tender document.
9. The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him.

10. The Tender submitted by a techno commercially qualified bidder shall become the property of SBI Life who shall be under no obligation to return the same to the bidder. However, unopened financial bids and late tenders shall be returned to the bidders.
11. Discount letter, if any on financial price shall not be considered by SBI Life.
12. SBI Life shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

Cancellation of Contract in Full or in Part

SBI Life at its sole discretion can terminate the contract at any time during the period of contract, If the Bidder:

1. At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the SBI Life; or
2. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the SBI Life.; or
3. Fails to Quarterly performance evaluation of the service provider/contractor by SBI Life or third party inspection report or both; or
4. Violates any of the terms and conditions stipulated in the agreement/tender document.

Law Governing the Contract and Court Jurisdiction

The contract shall be governed by the law for the time being in force in India. The civil court having original civil jurisdiction at Mumbai shall have an exclusive jurisdiction in regard to all claims in respect of the Contract.

Issue of Notice

1. Service of notice on Bidder: Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by Registered Post/Speed Post/E-mail to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to SBI Life. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
2. Service of notice on SBI Life: Any notice to be given to SBI Life under the terms of the Contract shall be served by sending the same by post or by E-mail.

Use of Office Space

No space belonging to SBI Life shall be occupied by the contractor without written permission of SBI Life. SBI Life will provide the seating space to the staff deputed by Bidder.

Commencement of Work

1. The contractor shall commence the work as per the time indicated in the Letter of Intent/Work Order from SBI Life and shall proceed with the same with due expedition without delay.
2. If the contractor fails to start the work within stipulated time as per Work Order or as intimated by SBI Life at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with SBI Life will stand forfeited without any further reference to him without prejudice to any and all of SBI Life's other rights in this regard.
3. All the work shall be carried out under the direction and to the satisfaction of SBI Life.

Rights of SBI Life

1. SBI Life reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
2. To terminate the contract or get any part of the work done through other agency or deploy SBI Life's own/hired/otherwise arranged resources, at the risk and cost of the Bidder after due notice period of two weeks by SBI Life in the event of:
 - a) Contractor's continued poor progress
 - b) Poor quality work / service
 - c) Corrupt act of Contractor
 - d) Insolvency of the Contractor
 - e) Persistent disregard to the instructions of SBI Life
 - f) Assignment, transfer, sub-letting of contract without SBI Life's written permission
 - g) Non fulfilment of any contractual obligations
 - h) In the opinion of SBI Life, the contractor is overloaded and is not in a position to execute the job as per required schedule
- 3) To effect recovery from any amounts due to the Bidder under this or any contract or in any other forms, the moneys SBI Life is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. SBI Life shall levy overheads of 5% on all such payments.
- 4) Performance Indicator/Uptime: The contractor during the contract shall be responsible to maintain the complete systems/equipment/software in good working condition by maintaining minimum uptime 95%, which would be calculated for each individual system, which form part of the overall system of the building. The uptime would be calculated on monthly basis and proportionate deductions would be made from the payment to be made to the contractor for the correspondence quarter for which an uptime of 95% could not be maintained. The deduction would be as follows: -

S No.	Uptime	Deductions
1	95 – 100%	No deduction
2	80 – 95%	5% of the total value of the Monthly bill
3	70 – 80%	10% of the total value of the Monthly bill
4	Below 70%	20% of the total value of the Monthly bill
Note: No complaints in regard to systems etc. should remain pending for more than 24 hrs., however these need to be attended immediately without loss of time.		

Responsibilities of the contractor

- 1) Responsibilities of the contractor in respect of local laws, employment of works etc.
- 2) The contractor shall fully indemnify SBI Life against any claims of whatsoever nature arising due to the failure of the Bidder in discharging any of his responsibilities. The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.
- 3) The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- 4) The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- 5) The Contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.
- 6) The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 7) The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 8) The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly signed by the contractor's representative should be furnished to SBI Life site for record purpose, if so called for.
- 9) The Contractor shall maintain the records and log books during the contract period. The Schedule of preventive maintenance for all equipment will be prepared in advance by you, in consultation with officer-in-charge of SBI Life. Necessary records of the services/work carried out will be maintained and the same has to be countersigned by the officer- in-charge of SBI Life whenever asked by SBI Life
- 10) SBI Life will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor's responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. Receipt of any complaints on this ground viewed seriously. It is expressly understood that the manpower deployed by the contractor are not on the rolls of SBI Life and no legal relationship of whatsoever subsists between SBI Life and such personnel employed by the contractor.

- 11) This being a pure works contract, the personnel engaged by the contractor and deployed by him at SBI Life premises will be in no way be deemed as working under employment of SBI Life and there shall not exist any employer-employee relationship between SBI Life and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with SBI Life either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and SBI Life will have no responsibility, whatsoever.
- 12) Thorough checking of employees of the contractor during entry/exit would be done by security staff of SBI Life

Arbitration & Reconciliation

- 1) In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by SBI Life.
- 2) The award of the Arbitrator shall be binding upon the parties to the dispute.

Quarterly Payment

The payment shall be released on advance quarterly basis against the invoice provided by the contractor. The quarterly bill for the above said contract shall be submitted by the contractor by 10th of following month and payment shall be released upon satisfactory performance, after adjusting any cost borne by SBI Life due to any reason/damages caused by the contractor or his employees, down time etc., as applicable. Income tax and other taxes and surcharge at source, as applicable will be deducted from your payments at the prevailing rates. The payment for the shall be made on submission of the following documents:

- 1) Certificates with regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt., Delhi Administration or the Central Govt. whichever is higher. The Contractor shall furnish photo copies of monthly Wages Payment Sheet duly signed by individual employees along- with bills.
- 2) Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with certificate.
- 3) The Contractor will furnish every month a certificate along-with bill to the effect that all statutory obligation/ requirements has been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and SBI Life will not assume any responsibility thereto.

EPABX/Telephone Exchange:

Operation and maintenance of EPABX system installed at SBI Life, CPC Seawoods.

SBI Life has two Avaya EPABX Servers in different locations with to operate the telephone exchange installed at SBI Life, Seawoods and Belapur site.

Note: Avaya IP Office R9 was basely installed thereafter it is being upgraded to Avaya IP Office R10.0.0.7.0 SP2.

1. System Details – Seawoods

Part Number	Description	Qty
275618	IPO R9+ AV IP ENDPT 1 ADI LIC	2
275623	IPO R9+ CONTACT RECORDER ADI LIC	1
275633	IPO R9+ IP500 E1 ADD 22CH ADI LIC	8
275657	IPO R9+ RECEPTIONIST 1 ADI LIC	2
275671	IPO R9+ VM PRO 2 ADI LIC	1
275674	IPO R9+ VM PRO 16 ADI LIC	3
339092	IPO R9+ AV IP ENDPT 100 ADI LIC	6
339100	IPO R9.1 SE ADI LIC	6
382747	IPO R9.1 PWR USER 20 ADI LIC	2
383542	R630 SRVR IPO SE PRIMARY	1
700417231	IPO IP500 EXTN CARD PHONE 8	2
700417439	IPO IP500 TRNK PRI UNVRSL SNGL	2
700417462	IPO IP500 TRNK PRI UNVRSL DUAL	2
700213440	IPO ISDN RJ45/RJ45 3M RED	6
700451255	PWR ADPTR 5V 1600 SER IP PHONE EU	2
700476005	IPO IP500 V2 CNTRL UNIT	2
700479702	IPO IP500 V2 SYS SD CARD AL	2
700504032	IPO MC VCM 64 V2	4
700508798	IPO/IPO-SL R9.1 LX INSTALL DVD	1
700511599	R630 600GB 10K SAS 2.5IN HDD	1

2. Other Software and Hardware

HT502	Grand Stream 2 Port	20
CUBE-FAX	Cube Fax & Call Billing Server	1
HP FAX Server Seawoods	ProLiant M10 V2	CN660660A7C
Dell - operator	OptiPlex 3020	6LRYXC2
Dell - operator	OptiPlex 3020	6KVRXC2

Seawoods Server Details		
Name	Part No.	Serial No.
DELL R630 SEAWOODS	700510947	16AN09500034
Control Unit 1	700476005	15WZ3230011E
Control Unit 2	700476005	15WZ174000JH

PRI Details at Seawoods CPC

Sr. No.	PRI Vendor	Qty
1	TATA Communications	4
2	Reliance Communication	3

3. System Details – Belapur

Part Number	Description	Qty
383542	R630 SRVR IPO SE SECONDARY	1
700417439	IPO IP500 TRNK PRI UNVRSL SNGL	2
700213440	IPO ISDN RJ45/RJ45 3M RED	2
700476005	IPO IP500 V2 CNTRL UNIT	2
700479702	IPO IP500 V2 SYS SD CARD AL	2
700504032	IPO MC VCM 64 V2	4

Belapur Server Details		
Name	Part No.	Serial No.
DELL R630 BELAPUR	700510947	16AN09500033
Control Unit 3	700476005	16WZ0960074G
Control Unit 4	700476005	16WZ3320015F
Analog Expansion Unit 1	700426224	15WZ465009BA
Analog Expansion Unit 2	700426224	15WZ22100066
Analog Expansion Unit 3	700426224	15WZ46500937
Analog Expansion Unit 4	700426224	15WZ4650091A
Analog Expansion Unit 5	700426224	15WZ2210001C
Analog Expansion Unit 6	700426224	15WZ2210004K

PRI Details at Belapur

Sr. No.	PRI Vendor	Qty
1	TATA Communications	2

Avaya Endpoints:

Part Number	Description	Qty
700504740	AVAYA B179 SIP CONF PHONE POE ONLY	7
700504843	1616-I IP DESKPHONE ICON ONLY	2
700505424	IP PHONE 9608G GRY	4
700507151	E129 SIP DESKPHONE	559
700508260	1608-I IP DESKPHONE	30

- ❖ Keeping record of monthly bills for individual extensions.
- ❖ Coordinating with TTSL and Reliance Engineers for the PRI related issues and getting resolved at the earliest.
- ❖ Planning the cable routing for providing new phone lines, if any.

- ❖ Attending to all the complaints related to existing telephone lines via helpdesk.
- ❖ Coordinating with TTSL and Reliance for the complaints related to direct lines.
- ❖ Keeping stock of telephone instruments, line cord, coil cord, faceplates, I/O ports, crones, crone tools, crimping, telephone cables tools etc.
- ❖ Checking UPS backup for all the EPABX systems and scheduling UPS maintenance whenever required.
- ❖ Preparing the snag list and sending to Management Services Team for necessary action

General Check of EPABX system and Telephone lines

EPABX Programming: -

- Maintenance of Telephone EPABX system at SBI Life Seawoods
- Updating and upgrading of EPABX software and firmware of the various handsets.
- Generating monthly telephone bills and any reports as required for SBI Life Seawoods and Belapur.
- Assisting in Configuration changes and addition of required functions for all the various modules in EPABX.
- Coordination and operation of the bridge facility.
- Taking weekly backup of EPABX systems at SBI Insurance.
- Taking backup of call billing software on weekly basis.
- Providing new telephone lines and attending to the problems of existing lines.
- Troubleshooting of faulty lines.
- Replace or repair of faulty phones, cables, patch cord, Base card, PRI cards and related all with EPABX and FAX/Call Billing server.
- Change/modify FAX user and functionality.
- Providing STD/ISD facility to different extension whenever required.
- Programming the facility on individual extension like STD/ISD, call forward, voice mail etc.
- The EPABX system should be measured on 24x7 availability whereas for resources defined support windows (9:15 am to 6:25 pm)
- Avaya Servers Software AMC should cover major and minor upgrade releases with implementation within 3 months time.
- A site fail-over test should be conducted once in six months and sign off should be obtained on document.

Solution Summary:

- Handling and support across all the above mentioned Telephones
- Preventive maintenance support on EPABX and other telephone assets.
- Co-ordinate for maintenance support on all the Telephones assets.

Service (Technical Deliverables):

- Managing the Operations at Site.
- Co-ordinate with Vendors for maintenance.

- Escalate issues related to non-functioning of system, fault in EPABX,
- Addressing the helpdesk requests and notifies the users about the status and progress on their requests.
- Notify the Management Services Department on any breakdown, planned/unplanned maintenance about unavailability of services to the users and all concerns.
- Maintain data on contact information about service support providers, escalation matrix.
- Periodic check of Telephone infrastructures.

Service Window and Service Level Agreement:

1) Location: - SBI Life Seawoods

Days: - Monday to Friday. In the month of March: Monday to Saturday

Timings: - 9.15 AM to 6.25 PM

Over all Up time: - Better than 95% Guarantee

2) Service Review Meeting:

Review meeting will be held once in 3 months on first Monday. To review the services or any issues during the last quarter and plan for upcoming period. Action will be identified as appropriate to improve work areas.

As such the normal agenda for such meetings will include,

1. Highlights of the past quarter performance statistics, concentrating on major or technical issues reported (based on the monthly report).
2. Any service breakdown trends and achievements.
3. Explanation of matters outstanding from previous quarter and in particular issues, which have been attended or are about to be escalated.
4. Helpdesk feedback system.
5. Review of the scheduled workload such as fault resolutions, progress of approved changes, and implementation of works.
6. Suggestions for improvements in resolution of issues.
7. Issues with billing, invoicing and other financial matters in case any.

Assumption and Exclusions:

SBI Life would offer the following to the service provider:

- 1) The service provider would be responsible to log service calls and to resolve services related calls.
- 2) The team deployed at SBI Life locations would co-ordinate and report to Management Services Department at Seawoods.
- 3) To ensure the up keeping of EPABX system
- 4) Email and telephone facility for team to communicate with end-users and office will be provided by SBI Life.
- 5) Storage place with locks and key arrangements for stocking files, manuals, spares etc.
- 6) SBI Life would provide computer systems and printer to the team deployed.
- 7) SBI Life would provide full access to equipment and will provide suitable working space to enable to provide maintenance and services.

Posting of Service /Resident Staff (1 No):

- SBI Life reserves the rights to check the credentials and knowledge of service engineers before posting as a service engineer to SBI Life.

- The personnel posted should have suitable Diploma degree and minimum of 2 years' experience in handling similar assignments.
- SBI Life reserves the right to qualify the service engineer. Before posting the resident service engineer to SBI Life's site, clearance should be taken, duly furnishing the bio data of the engineer to be posted along with his experience particulars.
- Resident engineer posted by the contractor shall be available throughout the working hours on all SBI Life working days. In case of any emergency Engineer would be called after office hours as well. Replacement service Engineer shall be posted, if the regular service engineer is on leave etc. In case of absence of any service engineer at the site, due to whatever reasons, a penalty of Rs.1000/- respectively per day will be levied.

Bid Evaluation Criteria

Bid evaluation committee will evaluate and compare the bids determined to be substantially in line with tender requirement. It is bid evaluation committee's intent to shortlist the proposal that is in line to requirement.

The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfill the mandatory eligibility criteria.

Pre-Qualification Criteria

Sr. No	Criteria	Supporting Documents
1	Bidder shall be legal entity registered in India since last Five (5) years	Incorporation / Registration certificate or equivalent
2	Bidder Shall have Minimum Average Annual Turnover of Rs. 15.00 CR in past three years	Audited Balance / CA certificate
3	Bidder's Experience in Handling similar Job and reference letter (Minimum Two)	PO copies and Performance / Reference letter
4	Bidder Shall not be blacklisted by any of Government / Semi Government/ Autonomous body in India	Self-declaration
5	Bidder shall have base in Mumbai / Navi Mumbai	Details of Registered office
6	Attendance in Pre – Bid Meeting to understand the requirement	Self-certification
7	Bidder should be profitable in the business for the last 2 FYs.	Audited Balance / CA certificate
8	Submission of Manufacturing Authorization Form	Form (MAF) as provided by OEM

- 1) The pre-Qualification evaluation committee will check if the bidder has deposited the EMD along with Technical Proposal and same are found to be in order.
- 2) SBI Life may ask bidder for additional information, and /or arrange discussion to verify claims made in bid documents.

- 3) If the attached documents are not in line with requirement and the bidder fails to submit the required documents, the bid shall be rejected
- 4) The bidder is required to submit the necessary document as proof of purchase order copy / Completion certificate, project experience certificate, reference letter or relevant document in support of above parameter.
- 5) Technical bid shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability for the tendered work. The bid which are in line with the requirement and fulfill the entire qualification requirement will be considered “qualified”.
- 6) The bidder is required to submit the proof of their having back end support from the OEM for Software and Hardware
- 7) Price bid of only “Qualified” bidder will be opened

TECHNICAL BID

1. Name of Bidder : _____
2. Address of Head Office : _____
3. Correspondence Address : _____

5. PAN & TIN Number of the Bidder (attached self-attested photocopies)

PAN _____ GST No. _____.

6. Bank Details (attached signed cancelled cheque)

- i) Bank Name & Address : _____
- ii) Bank Account Number : _____
- iii) Bank Branch Code : _____
- iv) IFSC Code of Branch : _____
- v) Nature of account : _____
 (current/saving/OD/CC)

7. Annual Turnover of past three year

- i. FY-2016-17 : _____
- ii. FY-2017-18 : _____
- iii. FY-2018-19 : _____

9. Past Experience:-

Name of Organization	Period	Reference of Contract	Order Value contract wise

10. Any other

Signature & Stamp of Bidder

PRICE BID

Sub: Annual Maintenance Contract (AMC) of Avaya make EPABX system (Model No. Avaya IP Office R10) installed at SBI Life Insurance Company Limited, Tower – 2, Plot No R-1, Sector-40, Seawoods, Navi Mumbai - 400706

					(In Figures)	(In Words)
S.No	Year	From	To	Item	Cost (Rs)	Cost (Rs)
1	1st year	01-Oct-19	30-Sep-20	EPABX Hardware & Software		
				Other Software / Hardware		
				All Avaya Endpoints		
				Resident Engineer		
				UC License (Qty – 5)		
TOTAL						
2	2nd Year	01-Oct-20	30-Sep-21	EPABX Hardware & Software		
				Other Software / Hardware		
				All Avaya Endpoints		
				Resident Engineer		
				UC License (Qty – 5)		
TOTAL						
3	2nd Year	01-Oct-21	30-Sep-22	EPABX Hardware & Software		
				Other Software / Hardware		
				All Avaya Endpoints		
				Resident Engineer		
				UC License (Qty – 5)		
TOTAL						
NET COST						

Note: The rate to be quoted should be Exclusive of GST

Signature of the Tenderer / Authorized Signatory

Annexure – G – Compliance to Laws of the Land

To
SBI Life Insurance Co Ltd
Plot 3 A Sec 10
CBD Belapur

Dear Sir,

We hereby declare as under:

We shall pay the applicable minimum wages to the staff employed by us for the execution of this order (if order is placed on us).

We will comply with the Minimum Wages Act/ESI/PF acts and all other local laws governing employment of the resources.

Any changes in the laws will be duly complied with during the tenure of the contract.

We further commit to provide necessary documents to SBI Life in case of any scrutiny by the Regulatory offices and absolve and indemnify SBI Life from all liabilities arising out of any noncompliance to the regulatory requirements.

In case any liability arises out of non-compliance on our part and SBI Life has to make any payment on our behalf, we agree to indemnify for the same to SBI Life along with Penal Interest @ 10%.

Thanking you,

Yours faithfully,

Authorized Signatory

NONDISCLOSURE AGREEMENT

To be franked - Rs. 200/-.

This Nondisclosure Agreement ("NDA") is made and entered into this ___ day of _____ in the year Two thousand _____ (20__)

BY AND BETWEEN

SBI Life Insurance Co Ltd., a company incorporated under the laws of Indian Companies Act, 1956 and having its registered office at SBI Life Insurance Co. Ltd., Natraj, M.V.Road & Western Express Highway Junction, Andheri East, Mumbai – 400 069 and its Central Processing Centre at 7th Level(D wing) & 8th Level Seawoods Grand Central, Tower 2,Plot No R-1, Sector 40, Seawoods, Nerul Node, Navi Mumbai- 400706

AND

<<company name>>. a company incorporated under the Companies Act, 1956 having its registered office <<address>>

SBI Life Insurance Co Ltd. and shall be individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Parties propose to exchange certain proprietary information, concerning Technically and commercially detailed information regarding their respective products & service offerings, organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans ("Proprietary Information").

WHEREAS, each Party agrees to receive the proprietary information from the other party and treat all such information confidential information. Such information will be treated confidential if it is in tangible form or is summarized by the disclosing Party ("Disclosing Party") in tangible form orally or visually. It is expected that such information will bear a legend or label of "Confidential" or other similar designation manifesting intent that the information is confidential ("Confidential Information").

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

4. Recipient agrees to hold all Confidential Information received from the Disclosing Party in confidence period of forever even after the termination of this agreement from the receipt of the Confidential Information. Recipient will use such Confidential Information only for the purpose of business arrangements between the Parties; restrict disclosure of such Confidential Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Recipient will not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party.

5. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party's Confidential Information.
6. The Recipient shall ensure that their employees will not disclose any information of the disclosing party even after they cease to be employees of the recipient. The recipient party shall ensure this by own internal agreements.
7. The restrictions set forth in this NDA on the use or disclosure of Confidential Information shall not apply to any information:
 - a) Which is independently developed by the Recipient; or
 - b) Rightfully received free of restriction from another source having the right to so furnish such information; or
 - c) After it has rightfully become generally available to the public; or
 - d) Which at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
 - e) Which the Disclosing Party agrees in writing is free of such restrictions; or
 - f) If such information is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.
8. No license to the Recipient, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Recipient. None of the information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either Party to the other of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of either Party.
9. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither party makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Recipient.
10. Neither this NDA nor the disclosure or receipt of information from either Party to the other Party, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by either Party or its affiliated companies or any commitment by either Party or its affiliated companies with respect to the present or future transaction between the parties.
11. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information.
12. Confidential Information provided to one party does not and is not intended to represent an inducement by the other party or a commitment by the Disclosing Party to enter into any business relationship with the Recipient or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

13. The confidentiality obligations under this agreement shall survive forever even after the termination of this agreement
14. The Parties agree that during the existence of the term of this NDA and for a period of three years thereafter, neither Party shall solicit directly or indirectly the employees of the other Party.
15. The term of this NDA shall be three years from the date of its execution by both Parties. Each Party agrees that all of its obligations undertaken herein as the Recipient shall survive and continue for the period specified in Paragraph 1 regardless of any prior termination of this NDA.
16. This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.
17. No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.
18. During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee, without the specific written consent of the other party. The party so desirous of employing other party's employee shall do so only after permission is sought and granted from other party.
19. The Parties agree that the laws of India, other than its conflict of laws provisions, shall apply in any dispute arising out of this NDA.
20. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator mutually. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

SBI Life Insurance Co. Ltd.

<<Company name>>.

By : _____

By : _____

Name : _____

Name : _____

Title : _____

Title: _____

Date : _____

Date: _____