

STATE BANK OF INDIA
REQUEST FOR PROPOSAL (RFP)
FOR
ANNUAL MAINTENANCE CONTRACT FOR DAY TO DAY OPERATION &
MAINTENANCE OF ELECTRICAL INSTALLATIONS AT GITC, BELAPUR

REF;SBI/GITC/EST/2016-2017/339

Dated:31.01.2017

Estate Department
State Bank of India
C Wing, Ground floor, GITC
Plot no:9,10,11 - Sector 11,
CBD Belapur
Navi Mumbai-400 614

Table of Contents

Sr. No.	Subject	Page Number
	Bid Details	4
1	Overview	6
2	Purpose	6
3	Invitation	6
4	RFP Terminology	6
5	Eligibility Criteria	7
6	Scope	7
7	Disclaimer	11
8	Earnest Money Deposit(EMD)	12
9	Performance Bank Guarantee (BG)	12
10	Bidding Document	13
11	Bidding Process	14
12	Preparation and Submission of Bids	14
13	Opening and evaluation of Bids	17
15	Award & Signing of Contract	18
16	Subcontracting	19
17	Payments	19
18	Powers to Vary or Omit Work	19
19	No Waiver of Bank Rights or Successful Bidder's Liability	20
20	Inspection , Quality Control and Audit	20
21	Conflict of Interest	20
22	Fraud and corrupt practice	21
23	Cancellation of Contract	22
24	Delays in the Vendor's performance in successful implementation of the project	22
25	Liquidated Damages	22
26	Termination for Default	22
27	Force Majeure	23
28	Termination for Insolvency	23
29	Governing Law and Disputes (Applicable in case of successful bidder only)	23
30	Governing Language	23
31	Governing Law	24
32	Notices	24
33	Taxes and Duties	24
34	Vendor's Obligation	24
35	Terms & conditions	24
39	Annexure A – Bid Covering Letter	27
40	Annexure B – Eligibility Criteria	29
41	Annexure C – Basic Information	30
42	Annexure D I – Indicative price	31
43	Annexure D II PRICE BREAK UP	33
44	Annexure F – Performance Bank Gurantee	34
45	Annexure G – Contract Agreement / SLA – Terms & Conditions	36
46	Annexure H –Manpower requirement	39

47	Annexure I – Non Disclosure agreement	40
48	Annexure J – Delay in penalty	44
49	Annexure K – Compliance	45

Notes:

- 1) RFP Document should have a distinct reference number and date.
For example naming convention for a RFP to be issued by SBGITC department is: SBI/GITC/Name of Department/ Year/ Running Number
- 2) Before publishing a RFP, a copy of RFP should be submitted and running number of RFP should be obtained from Vendor Management Department (applicable to all GITC Departments only)
- 3) The contents of this RFP which are underlined and italics will vary as per scope of the RFP. Application owner may suitably modify those contents
- 4) Marginal comments are introduced at various places throughout this RFP. All marginal comments are underlined, italics and are within Brackets along with specific mention of word 'Marginal Comment'. Application owners may use these marginal comments, modify them suitably or introduce new requirement as per scope of the RFP.
- 5) Various terms & conditions which may be included as a part of Contract Agreement / SLA are listed as part of Annexure J. These terms & condition may be used by the application owners during Contract Agreement / SLA. Application owners may introduce additional terms & condition as per requirement of the Contract Agreement / SLA.
Application owners may use some of the terms and conditions of Annexure J as part of RFP as per requirement.
Annexure J may not be necessary a part of RFP.
- 6) When Bank conducts reverse auction, commercial bid mean indicative commercial bid.
- 7) Additional clause may be added to this RFP as per scope of the solution. Application owners may also suitably modify the clause(s) in this RFP to meet specific requirement.

BID DETAILS

1	Date of commencement of Bidding Process (Posting of Tender Document on Web Site / Publication of Tender)	Date: 03.02.2017 Time: 10.00AM
2	Last date and time for downloading Bidding Documents	Date: 20.02. 2017 Time: 05.00PM
3	Last date and time for receipt of written queries for clarification from bidders	Date: 13.02.2017 Time: 11.30AM
4	Pre-Bid Meeting	Date: 15.02.2017 Time: 11.30AM
5	Uploading of queries	Date :18.02.2017 Time: 11.30AM
5	Last Date and Time for Bid Submission	Date: 23.02.2017 Time: 03.00PM.
6	Date and Time of Technical Bid Opening	Date: 23.02.2017 Time:03.30 PM Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidders representatives
7	Place of opening of Bids	Estate Department State Bank of India Ground floor, C –Wing, GITC Sector 11,CBD Belapur.Navi Mumbai
8	Address for communication (Bank)	The Asst. General Manager Estate Department State Bank of India Ground floor, C –Wing, GITC Sector 11,CBD Belapur.Navi Mumbai Contact No.9004414568 Fax No. Email sbi.11342@sbi.co.in, s.shan@sbi.co.in , dgm.f&o@sbi.co.in
9	Earnest Money Deposit	Rs.19,000/-in the form of Demand Draft / Bank Guarantee in favour of State Bank of India payable at Navi Mumbai. EMD should be enclosed with Technical Bid. Bidders claiming exemption may submit valid NSIC certificate
10	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. e-mail
11	E-reverse auction	At a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. All the participating bidders must have valid digital certificate (DC) or arrange to

1. Overview

State Bank of India is India's largest Bank with a network of over 15000 branches and five associate Banks having over 5000 branches spread across India. Bank also has presence in 32 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. The Bank also has one of the largest networks of 25000+ ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking etc.

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

2. Purpose

State Bank of India is requesting proposal for Annual Maintenance electrical Contract for supply of Manpower for day to day operations and Maintenance of Electrical installations at GITC, Belapur and also for those premises which Bank may hire in future and they are considered to be extended parts of GITC Belapur from Firms/Companies of repute and having experience for managing and maintaining such types of services.

3. Invitation

The bidders desirous of taking up the project for supply of above solution for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI Electrical Annual Maintenance Contract for supply of Manpower for day to day operations and Maintenance of Electrical installations adhering to Bank's requirement outlined in this RFP.

This RFP is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process *unless a Purchase order/ work order has been issued* by duly authorized officers of the Bank with the selected Bidder.

4. RFP Terminology

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

4.1 Bidder/ Service Provider/ System Integrator – An eligible entity/firm submitting a Proposal/Bid in response to this RFP

4.2 Supplier/ Contractor/ Vendor – Selected Bidder/System Integrator under this RFP.

4.3 Bank/ Purchaser/ SBI - Reference to the "the Bank", "Bank" and "Purchaser"

Shall be determined in context and may mean without limitation “State Bank of India, its associate Banks and subsidiaries”.

4.4 Proposal/ Bid – the Bidder’s written reply or submission in response to this RFP

4.5 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

4.6 Solution/ Services/ Work/ System – “Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.

4.7 ITB – mean instructions to the Bidder.

4.8 Project Cost - Project cost would be initial cost/ onetime cost/ fees / development Cost/ installation cost/ commissioning cost/ integration cost with existing systems/ customization cost/ training cost / technical assistance.

4.9 Annual Maintenance Contract (AMC) - It would be the annual cost of Maintenance of Software solution / Service.

5. Eligibility Criteria

Bid is open to all Bidders who fulfil the eligibility criteria. The bidder has to submit the details of eligibility criteria as per **Annexure – B**.

6. Scope

I. The scope includes regular operation, checking, testing of Electrical & AC system and, regular monitoring of performance, of electrical system, by providing skilled manpower to meet any eventuality. This also includes the necessary maintenance and regular upkeep of the equipments in ready condition by coordinating with AMC vendors to tackle any emergency. Various activities to be carried out under the supervision of SBI

- a. The Contractor shall operate and maintain all the Electrical installation to keep them in working condition, every day. The contractor shall also attend to all complaints of the occupants from time to time on daily basis.
- b. The contractor shall arrange to attend the complaints relating to repair & replacement such as fused bulbs, tubes, fuses, chokes, damaged MCB, sockets, wiring, switches, connections, all types of fans, kitchen equipment, blowers, etc. in the entire premise
- c. The Contractor’s personnel shall work in close co-ordination with other agencies such as maintenance contractors for air-conditioners, plumbing, water purifiers, water coolers, civil repairing, carpentry, etc. The services of these Electricians may be availed by the Bank, in-case of any necessity in the nearby sites of SBI. Also, while dealing with the Bank’s employees the contractor’s personnel shall be courteous.
- d. The Contractor workmen are required to perform the duties without waiting for specific directions/intimations from the Bank. The contractor shall also provide repairs and maintenance service in response to oral including telephonic notice

- by the Bank whenever necessary. No supervision will be provided by the Bank for any works. The Contractor is solely responsible to ensure that no accident / damages occur to the installations / personnel during the maintenance work.
- e. All related civil works such as drilling of holes, welding, soldering, fixing of light brackets, fixing of additional switched with necessary additional wiring (for light fittings, conduits, fans, geysers, etc.), saddling, etc. shall be carried out by the Contractor. No additional charges for labor shall be paid on this account. However, material cost shall be borne by the Bank.
 - f. Similarly, complete installation and commissioning of new add-on circuits, replacement for old defective circuits, replacement of lights fixtures, cables disconnection of cables, chokes, all type of fans, etc. shall be carried out by the Contractor at no additional charges.
 - g. Besides the routine maintenance, on occurrence of a break down (even after normal working hours) of equipment or circuit, the fault shall be isolated and the power is to be restored to all the other equipment. The fault rectification shall be attended and rectified urgently. No short cut method of temporary rectification should be adopted.
 - i. The list of activities under routine maintenance and monitoring activities shall be provided later.
 - j. The contractor has to make all efforts to save Energy and Water.

NOTE: All the above mentioned scope of work is indicative and not exhaustive. Bank reserves the right to add / delete any work under the scope of work. However, the Contractor has to ensure smooth and safe working of all the equipment in the system.

II. ELECTRICAL EQUIPMENT

- a) Any spares required/provided for the repair/maintenance of the system shall be provided by SBI
- b) Care has to be taken that all the Electrical appliances are properly maintained at any point of time

III. DOCUMENTATION AND RECORD KEEPING

The following are the records to be maintained submit the same for inspection by the designated officer regularly:

- 1. Daily attendance log at SBI Control room.
- 2. Daily activity log registers
- 3. Equipment maintenance and shift wise inspection register
- 4. Spares and other consumables register
- 5. Incidence call / occurrence register
- 6. All statutory documents as per Labour Law required to be maintained by the contractor.

IV. MANPOWER REQUIRED AND JOB SCHEDULE

- a) The required category of manpower, detail qualification requirements and their shift wise distribution is shown in **Annexure H**.
- b) The Electrical services are to be provided in three shifts round the clock on all days of year.
- c) In the event of casual absence of the staff, the contractor shall provide suitable replacement in the same category. (Supervisor will have to be replaced by supervisor only and so on).
- d) Proposed manpower will be interviewed by the Bank. SBI reserves the right

to reject any persons proposed to be employed by the contractor without assigning any reasons.

- e) The Bank shall have the right, during the performance of the Maintenance Contract to change the scope and/or technical character of the Maintenance Contract, and the Contractor shall not on unreasonable grounds fail to comply with the same.
- f) If the Bank does not avail of certain service(s) mentioned in the RFP, then the Bank shall not pay for that/those service(s). If the scope of work increases the in certain services, then Bank will pay additionally as per approved rates at that time.

g) The contractor shall maintain an attendance register and the record should be submitted monthly for verification / authentication by the authorised officer of SBI. **Manpower, Wages, etc.**

- **Bank reserves its right to increase or decrease the number of electricians from the number indicated in this RFP as well as modify the location of work during the contract period.**
- **If there is a decrease in man power, the proportionate charges as per the quoted amount will be deleted from that point of period. No claim or compensation on account of reduction in manpower will be entertained.**
- **In case if the manpower is increased, the proportionate charges as per the quoted amount will be paid additionally.**
- **However, no claim for payment based on the wages prevailing at the time of such changes will be entertained.**

- ☐ The contractor should ensure to comply with all the provisions of Labour Act / State / Central Govt. agreed procedures. The Contractor shall be solely responsible for compliance to provisions of various labour and industrial laws and all statutory obligations such as minimum wages as per **Central Govt. rules**, allowances, compensations, EPF, Bonus, Gratuity, Insurance, ESIC, etc. relating to workers provided to the Bank. The Bank shall have no liability in this regard. The contractor hereby indemnifies the Bank against any claims or losses which may arises against Bank for non compliance of statutory and regulatory obligations.
- ☐ The contractor should obtain necessary labour license from statutory authorities for deploying man power.
- ☐ All personnel provided by the contractor will be on the payrolls of the contractor / company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank. There exist no Principal-Agent relationship between the Bank and the Contractor.
- ☐ That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior permission from the Bank.
- ☐ The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- ☐ Contractor's personnel or their family members shall not be allowed to stay / reside at site.
- ☐ Payment of wages to all the workers engaged by the contractor should be through an Account maintained with any Scheduled Commercial Bank.

- The documents related to submission of EPF, ESIC, salary paid, etc. to the respective statutory bodies has to be submitted along with the next month bill to the Security Dept. for scrutiny.

h) SAFETY

- 1) All the operations will be carried out under the overall supervision of SBI personnel.
- 2) General safety precautions as laid down by SBI will be strictly adhered to in all activities viz. operation, maintenance, etc.
- 3) To provide suitable awareness for working in emergency situation to all personnel will be the responsibility of the vendor.
- 4) Safety, welfare, Insurance cover etc of vendor's personnel is in the scope of vendor.
- 5) The safety of all persons engaged by the vendor shall rest entirely with the vendor and he shall provide his employees proper personal safety equipment for operation and maintenance.
- 6) The vendor shall be responsible for providing permitted uniform/protective clothing approved by SBI for all his employees.

V. SECURITY

- a) The Vendor will follow the normal security rules of SBI applicable from time to time which will be provided to successful bidder.
 - b) The Vendor and his personnel will ensure the security and safety measures.
 - c) The Vendor and his personnel will receive briefing from Electrical Engineer / Estate officer of SBI, which should be adhered to in all respects.
 - d) The vendor shall ensure that personnel are selected after due verification of antecedents required from police authority of the concerned locality.
 - e) Verification of character and antecedents of the employee should be completed and submitted within a month from date of appointment.
 - f) Each employee should be an Indian national and having a valid photo-identity proof (Election card, Passport, UID, Driving license, Pan Card etc).
 - g) Vendor will also issue a photo identity card to his employees.
 - h) Access cards of all contract employees who either resign / are terminated by the contractor should be surrendered at Security Office.
 - i) No material will be taken inside or outside without entering into the material in/out register and with proper permission/checking by security staff.
 - j) All workers to be available at their place of posting. Workers found loitering away from their designated position may be apprehended by the security staff and suitable action initiated against them.
 - k) Prior intimation to be provided to the Security officer in respect of all workers who are required to work overtime or in night shifts.
- l) Smoking, chewing tobacco and drinking liquor is prohibited inside SBI premises. Strict action will be taken against guilty parties.**

VI. DISCIPLINE

1. The contractor shall ensure that his staff abide by the Indian Official Secrets Act and ensure observance of discipline at work place
2. The contractor shall restrict movement of personnel to work centers only.
3. The upcoming shift shall fully take over the charge before release of

continuing shift.

4. Technicians without uniform and safety shoes will be liable to be considered as absent from duty.
5. All the activities will be carried out under the supervision of a designated officer of SBI.
6. Any violation in discipline, confidentiality, safety, and security and secrecy guidelines shall attract punitive action against the contractor.

VII Period of Contract

1. Period of the contract is **03 years**. After initial contract period of one year the contract may be renewed at same terms and conditions subject to renew every year (maximum **two years will be renewed**) on approved rates subject to satisfactory services rendered by the firm in this engagement. Bank has a right to terminate the contract at any time during the contract, if the services are found not satisfactory.
2. Police verification/Back ground done by company and should be produced to bank as and when desired by the bank.
3. Company should give a confirmation to the bank about having verified the resources being provided to the bank.

VIII The representative(s) of company who have works in Bank premises

1. Has/have to submit Non-Disclosure affidavit (NDA) as per bank prescribed format.

7. Disclaimer

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 State Bank of India (Bank), 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.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank 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 advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process *unless a Purchase order has been issued* by duly authorized officers of the Bank with the selected Bidder.

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

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank 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 Bank 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 Bank 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 conduct or outcome of the Bidding Process.

8. Earnest Money Deposit (EMD)

Bidder to submit the EMD as Bid Security in the form of Demand Order/IOI in favor of State Bank of India, Estate Department, payable at Mumbai. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

EMD (Demand Draft) should be kept in the envelope containing technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

The EMD of the unsuccessful bidders will be returned as early as possible. Successful Bidder's EMD will be returned upon the bidder signing the contract and submitting the required Performance Bank Guarantee.

No interest is payable on the amount of EMD.

Bidders claiming exemption from submission of the EMD shall submit valid **NSIC** Certificate.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future /number RFPs floated by the Bank/ procuring department for a period of 3 years as per sole discretion of the Bank.

9. Performance Bank Guarantee (BG)

The selected bidder would be required to submit a performance Bank Guarantee to the Bank for an amount equivalent to 10 % of order value within 30 days of purchase order issue date. The bank guarantee will be valid for period of 3 years and such other extended period as the Bank may decide for due performance of the project obligations.

The bank guarantee should be issued by any scheduled commercial bank, other than SBI. A format for BG is attached as per **Annexure F**.

The Performance Bank Guarantee is required to protect the interest of SBI against the risk of non-performance of the successful bidder in respect of successful

implementation of the project which may warrant the invoking of Bank Guarantee (BG), also if any act of the contractor results in imposition of Liquidated Damages then SBI reserves the right to invoke the submitted Performance Bank Guarantee.

In case State Bank of India is sole banker to the bidder, bidder may obtain Letter of Intent from the bank.

10. Bidding Document

10.1 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.2 Content of Bidding Document

10.2.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Functional Requirement Specifications (FRS), Eligibility Criteria, Technical Bid and Financial Bid. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

10.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

While SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

10.3 Clarifications & Amendments

10.3.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

10.3.2 The Bidder requiring any clarification of the bidding documents should submit written queries on or before scheduled time given in the RFP

10.3.3 At any time prior to the deadline for submission of bids, SBI may modify the bidding document by amendment.

10.3.4 Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be available in SBI's website - <http://www.StateBankofIndia.com>. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

11. Bidding Process

11.1 The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other Indicative Commercial Bid, both to be submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for commercial bid opening.

Only those Bidders who qualify in Technical evaluation would be shortlisted for commercial evaluation. Eligible Bidders will be trained by Bank's authorized service provider for this purpose. Bidders should also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed bidders.

For this purpose, the bidders shortlisted at this juncture will have to participate in the reverse auction process to be conducted by the Bank's authorized e-Procurement service provider. The Bidder should have digital signature to participate in reverse auction.

The L1 Bidder will be selected on the basis of price evaluation as quoted in the Reverse Auction.

The successful bidder is required to provide price breakup in Annexure- **D - II** within 48 hours of conclusion of the Reverse Auction.

12. Preparation and Submission of Bids

12.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.

12.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.

12.3 Technical bid should be a complete document and placed in a sealed envelope super-scribed as "TECHNICAL BID". The envelope should be placed in a single sealed envelope super scribed as "Technical bid for "Technical bid for AMC for Day to Day operation & Maintenance of Electrical Contract for GITC, Belapur"

The technical bid should consist of the following:

- i. Earnest Money Deposit as specified in this document
- ii. A letter on bidder's letterhead mentioning
 - a) Details of EMD submitted, technical competence and experience of the bidder
 - b) Certifying that the period of the validity of the bid is 180 days from the target date of submission of bid

- c) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid
- d) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure B.**
- iii. Bidders information as per **Annexure C** on bidder's letter head
- iv. Audited balance sheets and profit and loss account statement for last three years
- v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- vi. Bidder should provide licensing details of Software / Database / Middleware / Operating System / Third Party Software etc
- vii. Response to all points of the Technical evaluation.

12.4 Bidder should submit indicative commercial bid as per **Annexure D-I** of the bid document. These two sealed envelopes should be placed in a single sealed envelope super scribed as "Indicative Commercial bid for "Technical bid for AMC for Day to Day operation & Maintenance of Electrical Contract for GITC, Belapur"

12.5 The bids should be submitted in 2 separate envelopes one for Technical Bid (super scribed as "Technical bid for AMC for Day to Day operation & Maintenance of Electrical Contract for GITC, Belapur" and other for Commercial Bid (super scribed as "Indicative Commercial bid for "Technical bid for AMC for Day to Day operation & Maintenance of Electrical Contract for GITC, Belapur" .

12.6 Bid Prices

The prices should be specified only in "Indicative Commercial Bid" and must not be specified at any other place in the bid document. The quoted prices should be inclusive of all taxes. *Note: If any taxes to be paid by the Bank, same should be mentioned explicitly*

12.7 Revealing of Prices

The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid, failure to do so make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by the bank, revised commercial bid may be required to be submitted in a separate sealed envelope.

12.8 Pre-Bid Meeting

SBI may, at its sole discretion, organise a pre-bid meeting, to resolve any queries, bidder may have. Any further information will be provided to all bidders on SBI website as corrigendum.

12.9 Validity of Bids

Bid shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give

Consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.

12.10 Bid Integrity

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of SBI. The bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

12.11 Format and Signing of Bid

12.11.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.

12.11.2 All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

12.11.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

12.11.4 In case of any discrepancies between hard and soft copy, the hard copy will be consider as base document.

12.11.5 Bid should be typed and submitted on A4 size paper ~~font times new roman 12~~, spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

12.12 Last date of receipt of bids

The bid should be addressed to Asst General Manager (Estate) at following address up to the time and date mentioned at bid details:

Address

Asst General Manager (Estate)
State Bank of India
Estate Department
Global IT Centre, Plot No. 8,9 & 10,
Sector 11, CBD Belapur,
Navi Mumbai 400 614

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day.

12.13 Bid Currency

Prices shall be expressed in Indian National Rupees only.

12.14 Late Submission of bids

Any bid received by the Bank after target date and time prescribed at Bid details will be rejected and /or returned unopened to the bidder at his risk and responsibility.

12.15 Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

13. Opening and Evaluation of Bids

13.1 Opening of Technical Bid

All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

13.2 Evaluation Process

13.2.1 Preliminary examination

The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid (*i.e. technical bid or Price bid*), which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

13.2.2 Technical Evaluation

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure B**) and technical information submitted as per technical bid , reference calls and site visits.

The bidder may highlight the noteworthy / superior features of their solution. The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank, the capability of the solution to support all the required functionalities at their cost in their lab / office / in any other organization where solution is in use.

All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

14. Evaluation Process- Respondents will be evaluated on the basis of Eligibility criteria

14.1 Preliminary examination

The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

14.2 Technical Evaluation

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure B**) and Bidder information as per format (**Annexure C**), reference calls and site visits. The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank.

Bids meeting the eligibility criteria & having complied with the points of Technical Bid shall be qualified for commercial bid opening.

14.3 Evaluation of Price bid and finalisation

Only those Bidders who qualify in Technical evaluation would be shortlisted for commercial evaluation. For this purpose, the bidders shortlisted at this juncture will have to participate in the reverse auction process to be conducted by the Bank's authorized e-Procurement service provider.

The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the e Reverse Auction.

The successful bidder is required to provide price breakup in Annexure- D II within 48 hours of conclusion of the Reverse Auction.

14.4 Commercial Evaluation

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure D-I**. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

14.5 Final Evaluation

The online reverse auction will be conducted by the Bank or a company who have been authorized in this regard by the Bank. Reverse auction guidelines will be communicated to all short-listed bidders.

15. Award & Signing of contract

SBI will notify successful bidder (L1) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within **7 working days duly Accepted**, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract/SLA with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

Failure to commence the contract within the above period will lead to forfeiture of the EMD amount

16. Subcontracting:-

As per scope of the RFP the subcontracting will not be permitted

17 PAYMENTS:- Payments will be released every month in arrears subject to satisfactory services rendered by the firm in this engagement.

18. Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a

disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

19. No Waiver of Bank Rights or Successful Bidder's Liability

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

20. Inspection, Quality Control and Audit

20.1-The Service Provider shall facilitate the conduct of audit by external empanelled auditors/inspecting officials in case of need. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

20.2 Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information / reports.

21.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 the event of disqualification. The Bank shall be entitled to forfeit and appropriate the Bid Security and/or 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 Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the 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 an Associate thereof (or any shareholder thereof) having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may

be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 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 taken into account 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 of them in a position to have access to each others' 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 Bank in the preparation of any documents, design or technical specifications of the Project.

22 Fraud & Corrupt Practices:-

22.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.

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

22.2 Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or 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 Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) **“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;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“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.

23. Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 3 (three) months, for any valid reason, including but not limited to the following reasons:

- i) Laxity in following security standards laid down by the Bank
- ii) Excessive delay in execution of orders placed by the Bank
- iii) Discrepancies / deviations in the agreed processes and/or products
- iv) Violation of terms & conditions stipulated in this RFP
- (v) for convenience

24. Delays in the Vendor’s performance in successful implementation of service/ project

Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project

and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

25. Liquidated Damages

If vendor fails to perform services within stipulated time schedule or any loss is suffered by the Bank due to Acts attributable to the Service Provider, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% of the total project cost for delay of each week or part thereof maximum up to 10% of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

26. Termination for DefaultSBI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the contract in whole or part: if the Vendor fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract.

In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Vendor shall be liable to Bank for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated.

27. Force Majeure

Any failure or delay by bidder or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination.

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

28. Termination for Insolvency

SBI may at any time terminate the Contract by giving written notice to the Vendor, if the vendor becomes bankrupt or otherwise insolvent *or any application for bankruptcy, insolvency or winding up has been filed against it by any person..* In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to SBI.

29. Governing Law and Disputes (Applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and

whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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

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

30. Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

31. Governing Law

The contract shall be interpreted in accordance with the laws of the Government of India.

32. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. For the purpose of all notices, the following shall be the current address:

Estate Department
State Bank of India
C Wing, Ground floor, GITC
Plot no:9,10,11 - Sector 11,
CBD Belapur
Navi Mumbai-400 614

The notice shall be effective when delivered or on the notice's effective date whichever is later.

33. Taxes and Duties

The cost component should be inclusive of all taxes.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider

34. Vendor's Obligation

34.1 The vendor is obliged to work closely with SBI's staff, act within its own authority and abide by directives issued by SBI from time to time.

34.2The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.

34.3The Vendor will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of SBI as explained under ' Non Disclosure Agreement' in **Annexure E** of this document.

35.Terms & Conditions

a) Language of Bid: All bids and supporting documentation shall be submitted in English.

b) SBI reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the vendor.

c) Any Bid not containing sufficient information, in view of SBI, to permit a thorough analysis may be rejected.

d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

e) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.sbi.co.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

g) Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.

h) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.

i) SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:

- (i) Services Contemplated are no longer required
- (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
- (iii) Proposed prices are unacceptable to the Work

- (iv) The Project is not in the best interest of SBI
- (v) Any other reason

j) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.

k) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

l) SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc

m) Bank reserves the right to appoint a consultant at any stage during bidding process.

n) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder.

o) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

p) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

Annexure A

(Bid covering letter – Undertaking to be submitted by the bidders in their letter head)

Date: _____

To:

Asst. General Manager (Estate),
State Bank of India,
Ground Floor, State Bank Global IT Centre,
Sector 11, CBD Belapur,
Navi Mumbai 400 614

Dear Sir,

Ref: RFP No. _____ dated / /2017

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 Bank and we offer” **to operate and maintain the Electrical installations at GITC, Belapur”** as per the terms and conditions spelt out in the RFP.

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 to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Price Bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

- The 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 *price bids are as per the RFP* and subsequent pre-bid clarifications/modifications/revisions furnished by the Bank, without any exception.
3. **We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.**
4. Until 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.
5. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank 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 Bank will have the right to disqualify us from the bid.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.
8. 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.
9. We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.
10. We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State
or Central Govt departments.

Dated this day of 2017

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Annexure B

Eligibility Criteria

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

Sr. No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be an Indian firm/ company/ organization registered in India. Contractor should be based at Mumbai / Navi Mumbai or Thane districts.	Copy of Shop establishment certificate issued by the local authorities or Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. The copies should be self-attested by the authorized person with seal and signature.
2	The Bidder should have a minimum 7 years of experience as on 01-12-2016 in the field of Electrical contracting or in Commercial buildings.	The bidder should furnish at least one work order or Satisfactory Completion certificates prior to 2009 for establishing the experience.
3	Average turnover for last three year should be minimum of Rs.60 lakhs (as on 31-03-2016).	Audited Balance sheets / IT returns of last three years are to be enclosed as proof.
4	The minimum value of Electrical operation and maintenance contract in Commercial / Residential buildings during the last 7 years, should be – a. At least One single contract of Rs15.4 lakhs in the last 7 years (or) b. At least Two contracts of Rs9.62 lakhs each in the last 7 years (or) c. At least Three contracts of Rs7.7 lakhs each in the last 7 years	A copy of PO or satisfactory Performance Certificate from the client mentioning the value of work to be submitted.
5	The contractor should have all mandatory registrations – PAN, Service Tax, EPF, ESIC etc	Submit self-attested copies of the registration

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

Annexure C**Basic Information of the Applicant**

1	Name of the applicant/ Organisation:
2	Address of the office in Mumbai or Navi Mumbai or Thane Districts:
3	Cell no: Telephone No: Fax no: E mail address:
4	Name of the Proprietor/Partners/Directors of the organisation
5	Income tax PAN No.
6	Service tax No.
7	EPF /ESIC Registration No.
8	Reference of two persons (Senior level) from the previous work completed with address and contact no:

Signature and Seal of Company

Annexure D-I

**INDICATIVE PRICE BID
(to be included in Indicative Price Proposal Envelope)**

To:
Asst. General Manager (Estate),
State Bank of India,
1st Floor, State Bank Global IT Centre,
Sector 11, CBD Belapur,
Navi Mumbai 400 614

Dear Sir,

Ref: RFP No.SBI:xx:xx dated dd/mm/yyyy

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs._____ (Rupees _____) *(Total Proposal amount in words and figures)* for **to operate and maintain of Electrical installations at GITC, Belapur”** ..

Particulars	No	Charges for one Supervisor/Electrician per day (Rs)	Charges for one supervisor/fifteen electricians per day (Rs)	Charges for one supervisor/ fifteen electricians per month (Rs)
Electrician	8			
Supervisor	1			
Charges for the year 2016-17 (for one supervisor and 8 electricians) First year				
Charges for the year 2017-18 (for one supervisor and 8 electricians) Second year				
Charges for the year 2018-19 (for one supervisor and 8 electricians) Third year				
Total Charges for three years				

Note: (1). ** Base Price should include minimum wages, EPF, ESIC, Bonus, escalation on account of increase in minimum wages during the contract period of initial one year, include profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, tools required, mobile charges, etc. The price would be net payable charges by the Bank. (other than Service tax)

The L-1 Bidder will be selected on the basis of net total of the prices quoted of three years in a reverse auction as mentioned above.

(2). The quoted prices and taxes, duties & statutory levies such as, Octroi, NMMC cess etc should be specified separately. Service Tax, VAT/Sales Tax should be specified separately. Bidder should take into account Navi Mumbai Municipal Corporation (NMMC) cess for while submitting their Bids, in case Bank is liable to pay NMMC cess, the cess amount will be deducted by the Bank while making payments to the Vendors.

Signature and Seal of Company

Price Breakup Schedule**(To be submitted after E Reverse Auction)**

Particulars	No	Charges for one Supervisor/Electrician per day (Rs)	Charges for one supervisor/fifteen electricians per day (Rs)	Charges for one supervisor/ fifteen electricians per month (Rs)
Electrician	8			
Supervisor	1			
Charges for the year 2016-17 (for one supervisor and 8 electricians) First year				
Charges for the year 2017-18 (for one supervisor and 8 electricians) Second year				
Charges for the year 2018-19 (for one supervisor and 8 electricians) Third year				
Total Charges for three years				

Note: (1). ** Base Price should include minimum wages, EPF, ESIC, Bonus, escalation on account of increase in minimum wages during the contract period of initial one year, include profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, tools required, mobile charges, etc. The price would be net payable charges by the Bank (other than Service tax) ?

The L-1 Bidder will be selected on the basis of net total of the prices quoted of three years in e reverse auction as mentioned above.

(2). The quoted prices and taxes, duties & statutory levies such as, Octroi, NMMC cess etc should be specified separately. Service Tax, VAT/Sales Tax should be specified separately. Bidder should take into account Navi Mumbai Municipal Corporation (NMMC) cess for while submitting their Bids, in case Bank is liable to pay NMMC cess, the cess amount will be deducted by the Bank while making payments to the Vendors.

Signature and Seal of Company

Format for Performance Guarantee

BANK GUARANTEE

To,
Asstt. General manager (Estate)
State Bank of India,
Global IT Centre, Plot No. 8,9 & 10,
Sector -11, C.B.D Belapur,
Navi Mumbai 400614

(Hereinafter referred to as "SBI / you")

Whereas consequent to your Request For Proposal (RFP) No _____ dated _____ you have issued a Purchase Order No. _____ dated _____ to M/s _____, having its corporate office at _____ (hereinafter referred to as "the Contractor") to develop, implement and support name of software solution/service for the Bank.

Whereas as per the payment terms of the said RFP/Purchase Order the Contractor has to submit a Bank Guarantee from a any scheduled commercial bank, other than SBI in favour of you.

And whereas, we, _____ Bank, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding Rs. _____/- (Rupees _____ Only), being 10% of the value of the Purchase Order, in the event of any breach by the Contractor of the obligations under your said Purchase Order, or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. _____/- (Rupees _____ Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to SBI within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of

your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of ___ years from the date of the installation i.e. up to _____. Unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date :

For _____

(Branch and Bank)

Place :

GITC BELAPUR

Contract Agreement / SLA – Terms & Conditions

1. Maintenance of all Low tension electrical installation (24 hours on all the days) Global IT Centre, CBD- Belapur.

- a) Carry out periodic maintenance of all electrical distribution panels in the building, basement, electrical installations at all the six floors, LT distribution ducts from the 33Kv substation etc (one in three months)
- b) Carry out Preventive maintenance of all the lighting DB's, power DB's, water pump room DB's, starters, contractors etc. (once in three months)
- c) Maintain all switch gears, electric supply cabling and wiring of UPS (about 20 numbers of UPS's of various capacities installed) and 8 numbers lifts etc.
- d) Maintain all lighting, replacement of fused bulbs, tubes, and other defective components, wiring, electrical plug points, power sockets.
- e) Inspection and checking of continuity of lighting arrestors, earth pits, earthing system, megger tests etc of electrical equipments and installation installed. (once in four months)
- f) Maintain power panels of Lifts, Packaged and split ac's, ups etc.
- g) Measurement of reading such as voltage, ampere. Power, power factor etc of all UPS's installed at various floors, substations equipments, and other equipments installed at GITC Building premises.
- h) Liaisoning with the state Electricity Board (MSEDCL Ltd) and other Government agencies related to all the electric matters like power supply failure, collect electricity bill if required from MSEDCL Ltd, or any other related work.
- i) Maintain the records/ registers of maintenance work and stock of materials, details of installation of materials etc and obtain Bank engineer or officer signature timely.
- j) Switching of lights at all the floors whenever the staffs are away from their seats and especially after the office hours.
- k) Break down maintenance of all above listed items. Break down failures are required to be rectified on emergency basis.
- l) Contractor shall arrange for additional staff in case of any emergency. (ie. Failure of electric supply of fire pumps, water pumps, UPS's, Lifts, Servers etc.)
- m) Maintenance of compound lights, DG Rooms. 33 KV Substation and other common area of the building, emergency lights etc.
- n) Switch ON and OFF, the packaged AC's, Split AC's, daily as per requirement where ever require as per the instruction.
- o) Carry out minor addition/ alteration/ disconnection to the existing wiring etc. The materials shall be provided by the Bank.

- p) Any other electrical work related to the electrical maintenance of the above building complex which are not included here.

2. WATER PUMP OPERATION AND MAINTENANCE.

- a) Operation of two numbers of 30HP (each) water pumps and about fifteen Numbers of sump pumps and a 25HP submersible pump installed at the basement of this building for 24Hrs on all the days.
 - b) The pump shall be operated automatically or manually according to situations and needs.
 - c) Inspection and checking of water incoming from municipality and operate the valve according to the requirement.
 - d) If any shortage of water availability to the building premises, should inform the matter to civil engineer for taking appropriate actions.
 - e) Thorough cleaning of all machineries and equipments.
 - f) Cleaning of Contractors, Starters and related accessories in the power panels.
 - g) Checking and adjusting of float system as and when required.
 - h) Cleaning of water level sensors, and up keeping of water level indicator panels of both upper and underground tanks.
 - i) Attending all breakdown calls.
 - j) Contractor should make sure that all the two water pumps are always in working conditions. In the event of any failure of one pump, it should be operated within 2hrs if any minor repair happened, For any major repairs it should be repaired immediately after consulting the engineer.
 - k) Any other related works as and when required, which are not mentioned in the scope of work.
- 1) Monitoring of water levels at both upper and underground tanks are required and if found any discrepancies, it should be reported to the concerned engineer immediately.
 - 2) The maintenance contractor and his workmen are required to perform the above duties without waiting for specific directions / intimations from the Bank.
 - 3) No supervision will be provided by the Bank for any electrical work. The maintenance contractor is solely responsible to ensure that no accident / damages occur to the installations/ personnel during the maintenance work. It is solely the responsibility of the maintenance contractor to pay the compensation for such incidents (if happening).
 - 4) They should carry out the above work to the maximum satisfaction of the Bank/ Bank's engineer by obeying their orders from time to time. All preventive scheduled maintenance work are required to be carried out on Sunday/ Bank holidays, after the Bank's working hours and should be completed on the same day without effecting Bank's normal working time.
 - 5) Maintenance Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules. No extra payment will be made by the Bank for the above replacement.

- 6) During the maintenance work if any components, switch gears, materials are found defective, the same should be brought to the knowledge of Bank's electrical engineers immediately, supply of materials for replacement of above defective items will be arranged by the Bank at the Bank's discretion. Therefore charges quoted for the above work should not be inclusive of any materials costs. Supply of materials by the contractor.
- 7) Maintenance contractor will always keep the minimum required tools, lugs, crimping machines, box spanners etc, in this premises for the purpose of attending breakdowns on emergency basis. Each electricians will have a separate tool kit which they have to carry each time to attend a complaint.

(B) UNIFORM MATERIAL TO BE ISSUED BY THE CONTRACTOR

The contractor must issue the following material to his employee as basic personnel protective equipment (PPEs) and uniform material after SBI approves them. The issue of items should be completed in all respect before the completion of first month of contract.

Sno	Description of item	Quantity	Frequency of Distribution
1	100% Cotton Uniforms. Colour : Navy Blue	2 Sets	Yearly
2	PVC Name Plate (White BG, Black letters)	1 Pair	
3	Safety Shoes. Colour: Black,- Black Nylon socks –Black polish-40 gm	1 Pair	

Annexure H

Manpower Requirement:

The number of electricians required in each shift details are as under:-

	Timing	Supervisor	Electrician
GENERAL	10.00 AM to 6.00 PM	1	1
I SHIFT	7.00 AM to 3.00 PM	-	2
II SHIFT	3.00 PM to 11.00 PM	-	3
III SHIFT	11.00 PM to 7.00 AM	-	2
Total	9 (including)	1	8

Qualification :

The electricians should have Diploma or ITI or PWD license issued by Maharashtra Govt with minimum 2 years experience in similar works

Supervisor shall be a diploma holder with 5 years experience or ITI with 10 years experience

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between: constituted under the **SBI Act, 1955** having its Corporate Centre at (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;
And

(hereinafter referred to as "**Service provider**" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1 is carrying on business of providing,
has agreed to for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials :**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) The statutory auditors of the Customer and
- (2) Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as

listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an

auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2017 at _____
(month) (place)

For and on behalf of State Bank of India, Estate department

Name		
Designation		
Place		
Signature		

For and on behalf of

Name		
Designation		
Place		
Signature		

DELAY IN WORKS & PENALTY

- If any of the preventive / breakdown maintenance are not carried out by the Contractor in time or absenteeism of their workmen or non-performance of duties, Bank will arrange to carry out this work through any other contractor at their will and deduct the expenses (decided by the Bank) from the AMC bill.
- In case of absenteeism of the contractor workmen, corresponding amount shall be deducted in the monthly AMC bill.
- If the Contractor **does not fulfil the minimum requirement of the manpower, then the labour charges as per the Central Wages prevailing at that time shall be deducted from the monthly AMC bill. If the contractor fails to fill the vacancies on account of attrition of labour within one month, then double the labour charges shall be deducted.**
- While executing the maintenance / breakdown works, Contractor has to take necessary precautions to avoid any damage to Bank's property. In case of any property damage, the Contractor has to repair/replace the same at no extra payment. If the Contractor fails to repair/replace, then the same work shall be carried out through other agency and the expenditure incurred shall be debited from the AMC amount payable to the Contractor.

DESCRIPTION	PENALTY AMOUNT
All minor repairs/faults, complaints, etc. need to be addressed and rectified within 2hrs. In-case of non-compliance of timelines, the Bank shall impose penalty of	₹ 1000/- per case per day
All major repairs/faults need to be responded by the Electricians within 2 hrs and necessary rectification has to be carried out within 72 hours *. In-case of non-compliance of timelines, the Bank shall impose penalty of	₹ 5000/- per case per day
Any irregularities, unsafe practices, etc. noticed / informed by the Bank should be rectified by the Contractor within 48 hrs from the time of intimation. If the contractor fails to do so, the Bank shall impose a penalty of	₹ 10000/- per case or maximum 10% of contract amount of the month

* If the estimated time is more than 12 hrs then the Contractor has to provide alternate solution within 06 hrs. However, the complete rectifications have to be completed within 72 hours.

Compliance Statement

DECLARATION

Terms & Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank 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 Bank will have the right to disqualify us from the bid.

We hereby undertakes that its name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

- 1)
- 2)
-

(If left blank it will be construed that there is no deviation from the specification given above)

Signature:

Seal of Company