

Tender for Comprehensive Electrical Energy & Safety Audit

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD
(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE :

Ground Floor, Raheja Chamber, Free press Journal Marg, Nariman Point, Mumbai 400 021

**Tender for Comprehensive Electrical Energy & Safety Audit of "SBI GITC & GITC
ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises "in Navi Mumbai**

Tender ID : GIT201906044

Part I

(Technical Bid)

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN : _____

Email : _____

Contact No : _____

Vice President & Circle Head,

SBIIMS, GITC, Circle office,

1st Floor, C wing, SBI GITC Office, Sector 11,

CBD Belapur, Navi Mumbai 400 614

headgitc.sbiims@sbi.co.in

022-27537416

Tender for Comprehensive Electrical Energy & Safety Audit

NOTICE INVITING TENDERS

Tender for Comprehensive Electrical Energy & Safety Audit of “SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises “in Navi Mumbai

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS on behalf of State Bank of India Invites “online item rate e-Tender” for captioned work from Eligible vendors for this tender.

| | | |
|----|--|--|
| 1. | Name of Work | Tender for Comprehensive Electrical Energy & Safety Audit of “SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises “in Navi Mumbai |
| 2. | Time allowed for completion | 60 Days |
| 3. | Cost of Tender Documents | Rs.1000/- (Rupees One Thousand Only) (Non-refundable) This Non-Refundable amount to be paid only through SB Collect Payment Portal available in SBI’s online Banking site i.e. https://www.onlinesbi.com After successful payment, submit a print of the receipt carrying a Reference no. along with the tender application. For further details, refer annexure-1 enclosed. |
| 4. | Earnest Money Deposit (EMD) | Rs. 2,500/- (Rupees Two Thousand Five Only) in the Form of Demand Draft/Banker’s Cheque issued by any Nationalised/Scheduled Bank Drawn in favour of “SBI Infra Management Solutions Pvt. Ltd.” Payable at Mumbai, which is to be submitted along with the Technical Bid in a separate envelope super scribing “EMD” |
| 5 | Initial Security Deposit (ISD) | 2% of awarded value of work including EMD |
| 7. | Date and Time for downloading tender documents. | Tender document is available for download from 15.06.2019 to 30.06.2019 at Bank’s website www.sbi.co.in under <Link> “procurement News” |
| 8 | Last date, time and Mode of submission of Technical Bid document along with Authorization Letter, Tender fees and EMD. | The signed and stamped copy of Technical bid along with following documents in sealed envelope should reach to us on or before 30.06.2019 upto 03:00 PM 1) Signed and stamped copies of complete Tender Document. 2) EMD 3) Tender Fees (Proof of payment) |

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| | | |
|----|--|---|
| 9 | Address at which the Technical bid are to be submitted | The sealed envelope comprising all documents as stated above in Sr. No. 8 to be submitted to the following address and it should reach us on or before 30.06.2019 upto 03:00 PM Vice President & Circle Head SBIIMS, GITC, Circle office, 1st Floor, C wing, SBI GITC Office, Sector 11, CBD Belapur, Navi Mumbai 400 614 <u>Tenders received without any one or more document mentioned above shall be rejected and such bidders shall not be allowed to participate in online for Indicative bidding process.</u> |
| 10 | Date, Time and Place of opening of Sealed Technical Bid | Technical bid (Part-1) to be opened on 30.06.2019 @ 3.30 PM at above mentioned address. |
| 11 | Intimation to Technically Qualified bidders | Shall be communicated by e-mail on or before 03.07.2019 |
| 12 | Last date, time and Mode of submission of Price Bid (Part-2) | Price bid should be submitted in separate cover duly super scribed "Price Bid" and submitted in separate cover along with Technical Bid. |
| 14 | Validity for Offer | 3 (Three) Months from The Date of Opening of PriceBid |
| 15 | Commencement of Work | 7 th Day from the date of receiving of Work Order |
| 16 | Defects Liability Period | 12 Months (Twelve months) |
| 17 | Payments terms | Only Final Bill will be paid against the detailed bills submitted by the contractor to the SBI/SBIIMS on successful completion of the work. No advance payment shall be made. |
| 18 | Period of Honouring Payment Certificate | 15 Days from the date of receipt of bill. |
| 21 | Liquidated Damages for Delay | 0.5 % Per week subject to total amount of 5% of Contract Value. |
| 22 | Eligibility Criteria | 1.Energy Auditing Agencies /Companies / firms/ Individuals having accreditation by BEE or in the approved list of MEDA Energy auditors 2.Firms should have at least conducted Energy audit or safety audit of a PSU or Central or State Government or Quasi Government buildings or Banks or Insurance buildings or reputed private or IT companies 3.The firm shall be either based at Mumbai/Navi Mumbai/Thane or should have office at Mumbai/Navi Mumbai/Thane Note: The Bidder shall furnish relevant documentation supporting the above eligibility/ qualification criteria. In case of non-compliance to any of the eligibility criteria mentioned above on or before the last date, the Bidder shall be liable to be disqualified |

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| | | |
|--|--|---|
| | | without any notice Bidders should avoid enclosing additional / irrelevant document with respect to their eligibility. |
|--|--|---|

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time. Tenders can be downloaded from the bank's website www.sbi.co.in (link) <Procurement News>. It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.

The signed copies of technical Bid documents, tender fees, authorization Letter and EMD should be submitted in sealed envelope, failing which tender will be summarily rejected.

EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.

Payments towards the above work shall be made by SBI.

SBIIMS reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.

Conditional tenders are liable for rejection.

Yours faithfully,

**Vice President and Circle Head
SBIIMS, GITC Circle Office, CBD Belapur**

LETTER OF UNDERTAKING

To,

The MD & CEO,
SBI Infra Management Solutions Pvt. Ltd,
Head Office, Ground Floor,
Raheja Chamber, Free press Journal Marg, Nariman Point,
Mumbai 400 021.

Dear Sir,

Having examined the drawings, specification, design and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

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MEMORANDUM

| | | |
|-----|---|--|
| (a) | Description of work | Tender for Comprehensive Electrical Energy & Safety Audit of "SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises "in Navi Mumbai |
| (b) | Earnest Money | Rs.2,500/- (Rupees Two Thousand Five Hundred only) by means of Demand Draft / Banker's Cheque from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai. |
| (c) | Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work | 60 Days |

- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBIIM, the amount mentioned in the said contract.
- 2) I / We have deposited a sum of **Rs.2,500/- (Rupees Two Thousand Five Hundred only)** of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI.
- 3) I/ We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank/SBIIMS deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 "Instructions to Tenderers" of this tender.
- 4) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.
- 5) I/ We hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers within seven days of intimation of the same by the SBIIMS/Bank.
- 6) Our Bankers are :
 - i)
 - ii)

The names of partners of our firm are:

- i)
- ii)

Authorised to sign

Or

(Name of person having Power of

Tender for Comprehensive Electrical Energy & Safety Audit

Attorney to sign the Contract. (Certified true copy
of the Power of Attorney should be
attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

ii)

PREQUALIFICATION CRITERIA: -

MINIMUM ELIGIBILITY CRITERIA (Mandatory)

Minimum Eligibility Criteria for Tender for Comprehensive Electrical Energy & Safety Audit of "SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises "in Navi Mumbai is given as under.

The bidder must be registered in India and must have track record of undertaking Comprehensive Electrical Energy & Safety Audit.

1. Energy Auditing Agencies / Companies / firms/ Individuals having accreditation by BEE or in the approved list of MEDA Energy auditors
2. Firms should have at least conducted Energy audit or safety audit of a PSU or Central or State Government or Quasi Government buildings or Banks or Insurance buildings or reputed private or IT companies
3. The firm shall be either based at Mumbai/Navi Mumbai/Thane or should have office at Mumbai/Navi Mumbai/Thane

Note: The Bidder shall furnish relevant documentation supporting the above eligibility/ qualification criteria. In case of non-compliance to any of the eligibility criteria mentioned above on or before the last date, the Bidder shall be liable to be disqualified without any notice Bidders should avoid enclosing additional / irrelevant document with respect to their eligibility.

(Annexure I)

The steps involved in making the payment through **SB Collect towards Cost of Tender** are as under :-

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:

Tender for Comprehensive Electrical Energy & Safety Audit

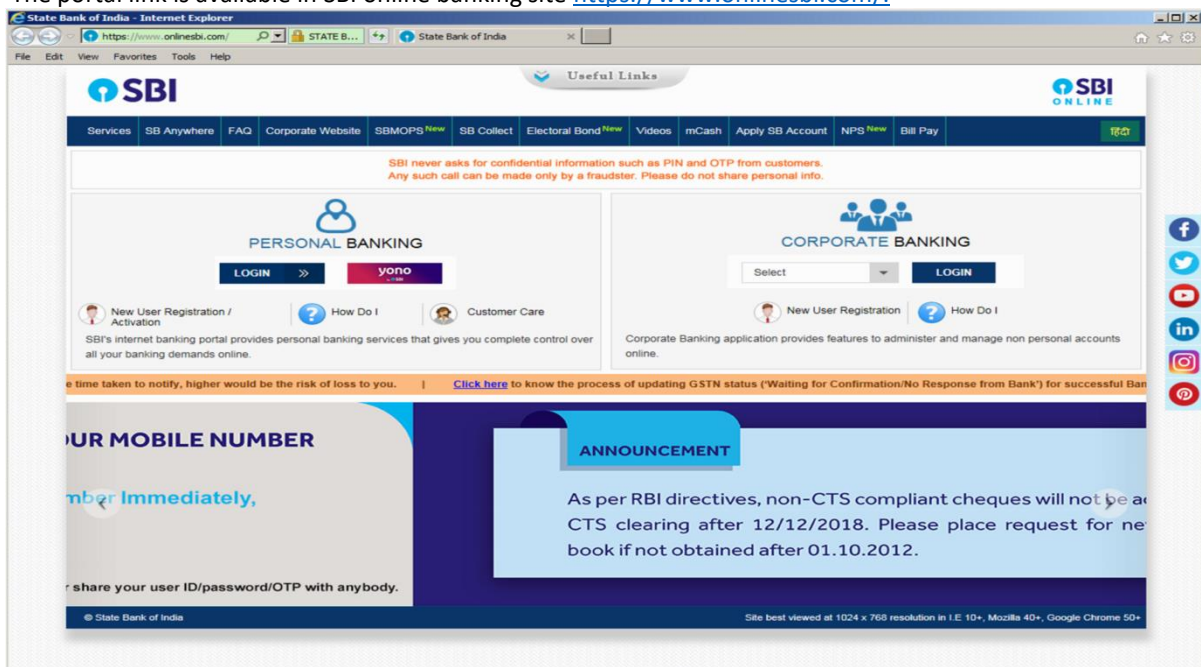
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "Go" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "Submit"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

NOTE : Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.

Procedure for payment of Tender Fee through SB Collect payment portal:

The portal link is available in SBI online banking site <https://www.onlinesbi.com/>.



Select "**SB Collect**" from Top Menu, that will lead to the next page:



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"Proceed" will lead to the next page:

The screenshot shows the State Bank Collect website in Internet Explorer. The page has a blue header with the SBI logo and 'State Bank Collect' text. Below the header, there's a navigation bar with 'State Bank Collect' and 'State Bank Mops'. The main content area is titled 'State Bank Collect' and 'Select State and Type of Corporate / Institution'. It features two dropdown menus: 'State of Corporate / Institution *' and 'Type of Corporate / Institution *'. A 'Go' button is located below these menus. A red warning box contains the text: 'Mandatory fields are marked with an asterisk (*)' and 'State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank.' The footer includes '© State Bank of India', 'Privacy Statement', 'Disclosure', and 'Terms of Use'.

Select **"All India"** in "State of Corporate / Institution" & Select **"Commercial Services"** in "Type of Corporate / Institution". **"Go"** will lead to the next page:

The screenshot shows the State Bank Collect website after selecting 'All India' and 'Commercial Services'. The page title is 'State Bank Collect' and the subtitle is 'Select from Commercial Services'. It features a dropdown menu labeled 'Commercial Services Name *' with the option '-- Select Commercial Services --'. Below this menu are 'Submit' and 'Back' buttons. A red warning box contains the text: 'Mandatory fields are marked with an asterisk (*)'. The footer includes '© State Bank of India', 'Privacy Statement', 'Disclosure', and 'Terms of Use'.

Select **"SBI Infra Management Solutions"** in Commercial Services Name and **"Submit"**

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The screenshot shows the SBI State Bank Collect website. The header includes the SBI logo and navigation links. The main content area displays the company name "SBI Infra Management Solutions Pvt Ltd" and its address. Below this, there is a section titled "Provide details of payment" with a dropdown menu for "Select Payment Category" and a text input field for "Enter Tender ID". A "Submit" button is located below the input field. A red box contains instructions: "Mandatory fields are marked with an asterisk (*)", "The payment structure document if available will contain detailed instructions about the online payment process.", and "Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008". The footer includes the State Bank of India logo and links for Privacy Statement, Disclosure, and Terms of Use.

Select **"Tender Application Fee"** in "Payment Category" and enter the **"Tender ID"** exactly as we preloaded with characters in Uppercase only in place of Circle Codes. The next Page will be ready with few of the Preloaded Tender Details:

The screenshot shows the SBI State Bank Collect website with the payment details form filled out. The "Select Payment Category" dropdown is set to "TENDER APPLICATION FEE". The "Tender ID" is "MUM2019010005". Other preloaded details include "Tender Name: Corp 05", "Open Date: 06-01-2019", "End Date: 12-01-2019", and "Amount in Rupees: 10000". There are input fields for "Vendor Email ID", "Vendor GST No.", "Vendor Mobile No.", and "Vendor Name". A "Remarks" field is also present. Below the form, there is a section for "Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number." with input fields for "Name", "Date Of Birth / Incorporation", "Mobile Number", and a CAPTCHA image showing "39E10". A "Submit" button is located below the form. A red box contains instructions: "Mandatory fields are marked with an asterisk (*)", "The payment structure document if available will contain detailed instructions about the online payment process.", and "Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008". The footer includes the State Bank of India logo and links for Privacy Statement, Disclosure, and Terms of Use.

The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No. Submit the printout of the Receipt, along with the Tender Application.

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

Tender for Comprehensive Electrical Energy & Safety Audit

To,

M/s. E Procurement Technologies Ltd,
Ahmedabad, Mr. Samjad Khan
Phone: +91-79-68136868/6805/6857
Email: samjad@auctiontiger.net

Tender for Comprehensive Electrical Energy & Safety Audit of “SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises “in Navi Mumbai

Dear Sir,

This has reference to the Terms & Conditions for the E-Reverse auction mentioned in the Tender document. This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering and E-reverse auction as mentioned in RFP of SBIIMS as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering and E-reverse auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS and M/s E Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-tendering and E reverse auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E tendering and E-reverse auction event.
- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure III & Annexure IV within 24 hour of the completion of the e-tendering and the format as requested by SBIIMSPL/ M/s E Procurement Technologies Ltd
- 7) We, hereby confirm that we will honour the Bids placed by us during the E-tendering and E-reverse auction process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

PRICE CONFIRMATION LETTER (ANNEXURE III)

To,

M/s. e-Procurement Technologies Ltd. (Auction Tiger),
Ahmedabad, Mr. Samjad Khan

Tender for Comprehensive Electrical Energy & Safety Audit

Phone: +91-79-68136868/6805/6857

Email: samjad@auctiontiger.net

Tender for Comprehensive Electrical Energy & Safety Audit of "SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises "in Navi Mumbai

E-tendering

Dear Sir,

We confirm that we have quoted.

----- (Rs.-----)

Thanking you and looking forward to the valuable order from SBIIMS PVT.LTD.ON BEHALF OF SBI.

Yours sincerely,

For _____ Name:

Company:

Date:

Seal:

Contact Information:

| M/s. e-Procurement Technologies Ltd | SBI Infra Management Solutions Pvt. Ltd., |
|-------------------------------------|---|
| | The MD & CEO, Head Office, SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai- 400 021. |
| | Vice President SBI Infra Management Solutions Pvt. Ltd, GITC,CBD Belapur,Navi Mumbai 022 27537416 headgitc.sbiims@sbi.co.in |

ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs.100/-)

This AGREEMENT is made at on this day of between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank

Bhavan, Madame Cama Road, Mumbai 400 021, represented by authorized officer of SBI.

(hereinafter called "the Employer") on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the

Companies Act and having its registered office at

Signature of the Contractor with seal

Tender for Comprehensive Electrical Energy & Safety Audit

_____ (hereinafter called "the Vendor")
represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a vendor "Tender for Comprehensive Electrical Energy & Safety Audit of "SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises "in Navi Mumbai AND WHEREAS the Employer had called for tenders from empanelled vendors for the proposed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to Tender for Comprehensive Electrical Energy & Safety Audit of "SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises "in Navi Mumbai as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Vendor.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
2. The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
4. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBIIMS.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to Installation of new passenger/Freight lift in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 7th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 2 months subject to nevertheless the provisions for extension of time.
9. All payments by the Employer under this Contract will be made by State Bank of India.
10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

SIGNATURE CLAUSE

Tender for Comprehensive Electrical Energy & Safety Audit

SIGNED AND DELIVERED by the

_____ By the
(Employer)

hand of Shri _____

(Name and Designation)

(Signature of Employer)

In the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ by the
(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Supply, Installation, Testing & Commissioning of Tender for Comprehensive Electrical Energy & Safety Audit of "SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises "in Navi Mumbai

1.1 Site and Its Location

The proposed work is to be carried out at SBI GITC & GITC ANNEX RAILWAY STATION BUILDING BELAPUR and five leased Premises "in Navi Mumbai

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2.0 Tender Documents

The work has to be carried out strictly according to the specifications and conditions stipulated in tender consisting the following documents and the most workman like manner,

2.1 (a) Instructions to tenderers

2.1 (b) General Conditions of Contract

2.1 (c) Special Conditions of Contract

2.1 (d) Technical Specifications

2.1 (f) Priced Bid

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

- a. Price Bid
- b. Technical Specifications
- c. General Conditions of Contract
- d. Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from www.sbi.co.in (link) <Procurement News> **It shall be responsibility of the Contractor to arrange and ensure that all pages of Technical & Financial Bid are bounded separately. Tenders in loose pages may be disqualified.**

3.0 SITE VISIT

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character, quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 EARNEST MONEY

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 9,000/- (Rupees Nine Thousand only)** in the form of Demand Draft or Banker's Cheque in favour of SBIIMS Pvt. Ltd. drawn on any Scheduled Bank in India.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderers will be refunded within 30 days after award of Contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 INITIAL SECURITY DEPOSIT.

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of D/D drawn in favour of SBIIMS within a period of 15 days from the date of receipt of confirmation regarding acceptance of tender.

6.0 SECURITY DEPOSIT

6.1 Total security deposit shall be 5% of the final value of the work. Out of this 2% of tender value (i.e. tender amount) is in the form of initial security deposit (ISD) which includes the EMD. Balance security deposit (i.e. 5% of final value of work less 2% of tender value already deposited as ISD) towards the work shall be deducted from the final bill of the work as Retention money. 5% of the retention money shall be paid after the defects liability period of 1 Year as specified in the contract. 50% of the total security i.e. 2.5% of the final value of work shall be paid to the contractors on the basis of Project Engineer-in-charge certify the virtual completion and its approval by SBIIMS Pvt. Ltd. The balance 50% i.e. 2.5% of final value of work would be returned to the contractors after the defects liability period as specified in the contract. The retention money will be interest free.

6.2 ADDITIONAL SECURITY DEPOSIT

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the

Bank's name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

6.3 No interest shall be paid to the amount retained by the Bank as Security Deposit.

7.0 SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract with SBIIMS by signing an agreement and conditions of contract attached herewith within **15 days** from the receipt of intimation of acceptance of his t

ender by the SBIIMS. However, the written acceptance of the tender by the SBIIMS will constitute a binding agreement between the SBIIMS and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 COMPLETION PERIOD: Time is the essence of the contract; the work should be completed in all respect and in accordance with the terms of contract within a period of 30 days from the date of commencement of work.

9.0 VALIDITY OF TENDER : 3 Months

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the SBIIMS without prejudice to any other right or remedy the SBIIMS shall be at liberty to forfeit the EMD.

10.0 LIQUIDATED DAMAGES

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the actual value of work.

11.0 RATES AND PRICES

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

Tender for Comprehensive Electrical Energy & Safety Audit

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the SBI/MS/Architect/ Bank.

11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totalled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, etc.

Submission of tender shall be as under:

Tender will have to be submitted in a sealed cover (COVER-I & COVER-II put together) superscribed as "Tender for Comprehensive Electrical Safety Audit of SBI GITC & GITC ANNEX RAILWAY STATION BUILDING" Navi Mumbai

Please note

COVER-I shall contain

1. EMD
2. Copy of the Accreditation from BEE or Approval letter from MEDA
3. Experience or Work completion Certificate or Copy of the work order from the clients
4. Annexure – A, B, C, D, E.G
5. Copy of PAN Card

Note: The Technical Proposal should not include any financial information relating to the Financial bid.

COVER-II shall contain Price Bid (Annexure-F-1). No other conditions in COVER-II other than unconditional general rebate shall be accepted. Conditional tenders are liable for rejection.

Note: While submitting the Financial Proposal, the Applicant shall ensure that all the cost associated with the work, cost of transportation, testing equipment's, labour, etc. are included in the Financial bid. The total amount indicated in the Financial bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial bid, it shall be considered non-responsive and liable to be rejected.

12. Successful bidder shall have to sign NO DISCLOSURE AGREEMENT as per annexure-G

State Bank of India has the right to accept / reject any / all tenders without assigning any reason there for.

Vice President & Circle Head.

GENERAL TERMS AND CONDITIONS

1. The tender form must be filled in English and all entries must be made by hand and written in ink.
2. Each and every page of the tender document must be signed by an authorized person.
3. The tenders must be submitted in the prescribed format only. The tenderer must quote the rates and amount in the financial bid. The rates should be written both in words and figures without any erasures and alterations.
 - a. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the tenderer and the correct figures and words neatly rewritten. Over writing is not permitted.
 - b. Errors in the financial bid, rates and amount shall be dealt with in the following manner :
 - i) In the event of a discrepancy between the rates quoted in words and the rates in figures, the amount indicated in words shall prevail.
 - ii) In the event of an error occurring in the amount columns as a result of wrong multiplication and extension of unit rate and quantities, the unit shall be regarded as firm and the amount shall be amended accordingly. iii) All errors in totaling the amount column and in carrying forward, the totals shall be corrected.
4. No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender, will be recognized and the tender is likely to be invalidated. Remarks and explanations should be given in a separate cover along with EMD and will become binding only if specially accepted in writing by the Bank at the time of acceptance of tender.
5. The tenderer must obtain for himself in his own responsibility and at his own expenses all the information necessary for the purpose of filling the tender, he must examine and inspect the site of work and must acquaint himself with all the local conditions and matters pertaining thereto including risk factor etc. The tenderer shall also bear all expenses in connection with the preparation and submission of this tender.

6. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall deposit the required EMD in the form of a draft drawn on any schedule bank at the time of submission of the tender. Bank is not liable to pay any interest on Earnest Money.

The tenders without EMD will not be considered.

The EMD for unsuccessful tenderer shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful tenderer shall be retained as part of Security Deposit and for the due fulfillment of the contract. If the successful tenderer refuses to take up the work/does not start the work in time the EMD will be forfeited and the work order will be cancelled.

7. COMPLETION PERIOD

The time is the essence of the contract. The entire work shall be completed by the Tenderer within the stipulated period from the date of receipt of letter of intent issued by the Bank. The date of commencement of work at site shall be within three days from the date of receipt of letter of intent or the date of handing over of the site. The Tenderer should strictly adhere to the completion time schedule.

8. LIQUIDATED DAMAGES:

If the work is not completed in the specified time the Tenderer will be levied liquidated damages @ ½% per week subject to a maximum of 5% of the contract amount.

9. PAYMENT TERMS:

No advance will be paid for the above work.

The Tenderer after completion of the work shall submit the bill for payment. The payment will be made after deducting applicable taxes.

10. TAX DEDUCTION AT SOURCE:

IT and any other applicable taxes will be deducted at source as per the rates prevalent at the time of payment of bill.

11. VALIDITY OF TENDER:

The tenders submitted shall remain valid for acceptance for a period of 60 days from the date of their opening. Should any tenderer withdraw his tender before the expiry of the said period or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.

12. The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reasons thereof. Further, the bank reserves the right to award any portion of the work to different tenderers or to award the entire work to one tenderer.

13. The tenderer's liability will commence from the date of the written acceptance of the tender whether the formal agreement is drawn or not.

14. On acceptance of the tender the Tenderer shall in writing inform the Bank, names of his accredited representatives who will be responsible to take instructions from the Bank.

15. In carrying out the work, the tenderer shall comply with the provisions of the safety code. The work has to be carried out in such a way that minimum inconvenience to the day-to-day working of the branch/office/occupants.

16. The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and amounts stated in the schedule of quantities and / or the schedule of rates and amount which rates and amounts shall expect as otherwise provided cover all his obligations under the contract and all matters and this necessary for the proper completion of the works.

17. The Tenderer shall provide at his own cost all materials machinery, tools, appliances, implements, in fact everything necessary or proper for the proper execution of work, whether the same may or may not be particularly shown or inferred therefrom.

18. The Tenderer shall indemnify the employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fee, damage, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

19. The employer is entitled to deduct all taxes and rates as per existing laws and rules, from any moneys due or that may become due to the Tenderer. The Tenderer shall indemnify the employer from and against all claims, demands, proceedings, damages cost and expenses which may be brought or made against the employer or to which it may be put by reason of the Tenderer not conforming to or complying with any of the provisions or requirements of any act or sections, Central or State rules and regulations Bye laws of local authorities Panchayat, Collector of any other companies relating to or in water, light or amenities at the site.

20. The costs of the tests and of the materials and labour and equipment, involved in the testing operations shall be borne by the Tenderer.

21. Work not to be sublet : The whole of the works included in the contract shall be executed by the Tenderer who shall not directly or indirectly transfer, assign or mutilate the contract or any part thereof or interest therein without the written consent of the employer and no undertaking shall relieve the Tenderer from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

22. The Tenderer shall not be entitled to any compensation for any loss suffered by hindrance on account of delays in commencing or executing the work, whatever the cause for such delays maybe including delays in procuring Government controlled or other material.

SPECIAL CONDITONS

1. During working at site, some restrictions may be imposed by Engineer-in- Charge/Security staff regarding safety and security etc., the Tenderer shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.

2. No compensation shall be payable to the Tenderer for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost and no claim on this account will be entertained.

3. This Schedule of Quantities, however, is not a guarantee and is merely given as a rough guide and if the work costs more or less, tenderer will have no claim on that account.

Tender for Comprehensive Electrical Energy & Safety Audit

4. If the Tenderer fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Bank shall forfeit the earnest money deposited by him along with the tender.

5. If the party fails to undertake the job satisfactorily or violates the terms and conditions or not attending the work effectively, the Bank has every right to cancel the contract and forfeit the security deposit without assigning any reason whatsoever.

8. The payment shall be released on successful completion of work to the satisfaction of the Bank, against the bill provided by the party after making necessary statutory deduction as applicable.

I/We hereby declare that I/We have read and understood the above special conditions and information and have quoted our rates accordingly, after seeing the site carefully specifications and schedule of quantities of the work to be executed.

Accepted all the Terms & Condition

Signature for Tenderer

With seal

ANNEXURE –A

(To be included in cover-I)

SCOPE OF THE ENERGY & SAFETY AUDIT:

1. Assessment of total connected load and collection of data.
2. Analysis of past electricity consumption.
3. Calculation of specific energy consumption.
4. Actual measurements and observation of electrical parameters.
5. Projection of safety and anticipated risk and prevention
5. Suitable recommendation based on the analysis.
6. Economical aspect of study conducted.
7. Submission of audit report.

TIME ESTIMATE:

1. The field study is expected to take one to two weeks. Audit report is to be submitted in three copies in two weeks after the completion of the study.

Signature of the Contractor with seal

Tender for Comprehensive Electrical Energy & Safety Audit

OTHER CONDITIONS:

1. The Bank will nominate a person for coordinating the study.
2. All the necessary technical details will be furnished to the energy auditor as required for the study.
3. List of clients and benefit projected by energy auditor to be submitted for the last 3 years at the time of submitting their quotations. Please submit only PSU or Govt clients
4. Profile of the energy auditor is to be submitted. The energy auditor may visit the seven sites in any working day before quoting their tender for the subject audit.

Annexure B

UNDERTAKING TO BE SUBMITTED BY THE TENDERER

To,

Vice President & Circle Head,

SBIIMS, GITC, Circle office,

1st Floor, C wing, SBI GITC Office, Sector 11,

CBD Belapur, Navi Mumbai 400 614

Date

Dear sir,

COMPREHENSIVE ELECTRICAL SAFETY AUDIT OF SBI GITC & GITC ANNEX RAILWAY STATION BUILDING:

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the above work in conformity with the said Proposal documents and in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to complete the work within the stipulated period.

We agree to abide by the Proposal and the rates quoted therein for the contract awarded by the Bank.

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

Signature of the Contractor with seal

Tender for Comprehensive Electrical Energy & Safety Audit

We understand that State Bank of India reserves the right to accept or reject any or all bids without assigning any reason whatsoever thereof.

Dated this ____ day of _____ 2017.

Signature of Tenderer in the capacity of

Duly authorized to sign Proposal for and on behalf of

Annexure C

Basic Information of the Applicant

| | |
|-----|--------------------------------------|
| 1.1 | Name of the applicant/ Organization: |
| 1.2 | Address of the registered office: |
| 1.3 | Cell no: Telephone No: Fax no: |

Tender for Comprehensive Electrical Energy & Safety Audit

| | |
|-----|---|
| | |
| 1.4 | E mail address: |
| 1.5 | Name of the Proprietor/Partners/Directors of the organization |
| 1.6 | Income tax PAN No. |
| 1.7 | Service tax No. |
| 1.8 | Reference of two persons (Senior level) from the previous work completed with contact no: |

Signature of the authorized person with seal Annexure D

Details required from the client for Submitting the quotation for conducting Electrical Energy & Safety Audit

Note: Please inspect the site (during the office hours on any working day) before submitting the bids

| | | |
|---|-------------------------------------|---------------|
| | 1. <u>GITC, BELAPUR</u> | |
| 1 | Name of the Building & Its Location | GITC, Belapur |
| 2 | Year of inception | 1997 |

Signature of the Contractor with seal

Tender for Comprehensive Electrical Energy & Safety Audit

| | | |
|----|---|--|
| 3 | Total building area (approx) | 240000 sft |
| 4 | Electrical substation capacity in KVA | 2X3 MVA Transformer |
| 5 | Voltage at which power is received | 33KV |
| 6 | Name of the utility supplying electricity | MSEDCL |
| 7 | Approx. average monthly energy consumption | 1200000 units |
| 8 | Sanctioned contract demand | 2400KVA |
| 9 | Average Max. demand | 2300KVA |
| 10 | Average power factor | 0.98 |
| 11 | Capacity of standby gensets, if any | 5 Nos of 1010KVA |
| 12 | Storage capacity of the fuels used | 30000 litre |
| 13 | Chilling plant and its capacity | 2X200 TON |
| 14 | Air conditioning plant and its capacity | 110 Split and Cassette airconditioners, 14 package Units (16 Ton-5 nos, 11Ton-5 Nos, 5.5 Ton-4 Nos), 11 AHU and 4 FCU. VRV-210HP |
| 15 | Cooling towers and their capacity | 2 nos |
| 16 | UPS Details | 2X120KVA, 1X75KVA, 4X50KVA, 2X15KVA, 3X80KVA, 2X40KVA, 2X60KVA |
| 17 | Manpower in electrical maintenance | 7 electricians, one supervisor |
| 18 | Qualification of the persons looking after electrical maintenance | ITI and Diploma |
| 19 | No of Passenger Lifts | 8 nos |

| | | |
|---|--|--------------------------------|
| | 2. GITC ANNEX RAILWAY STATION BUILDING | |
| 1 | Name of the Building & Its Location | 4 th floor, Belapur |
| 2 | Year of inception | 2012 |
| 3 | Total building area (approx) | 70000 sft |

Tender for Comprehensive Electrical Energy & Safety Audit

| | | |
|----|---|--|
| 4 | Electrical substation capacity in KVA | 2X2 MVA Transformer |
| 5 | Voltage at which power is received | 33KV |
| 6 | Name of the utility supplying electricity | MSEDCL |
| 7 | Approx. average monthly energy consumption | 100000 |
| 8 | Sanctioned contract demand | 1550KVA |
| 9 | Average Max. demand | 700KVA |
| 10 | Average power factor | 0.98 |
| 11 | Capacity of standby gensets, if any | 2 Nos of 1010KVA |
| 12 | Storage capacity of the fuels used | 2000 litre |
| 13 | Chilling plant and its capacity | NIL |
| 14 | Air conditioning plant and its capacity | VRF AC Plant -300TR 10 Split air conditioners, Ductable split Units (8.5 Ton-8 nos, 5.5 Ton-1 Nos) |
| 15 | UPS Details | 3X80KVA & 2X60KVA |
| 16 | Manpower in electrical maintenance | 3 electricians, one supervisor |
| 17 | Qualification of the persons looking after electrical maintenance | ITI and Diploma |

Signature of authorized person with seal

Tender for Comprehensive Electrical Energy & Safety Audit

ANNEXURE – E

(To be included in cover-I)

Vice President & Circle Head,

SBIIMS, GITC, Circle office,

1st Floor, C wing, SBI GITC Office, Sector 11,

CBD Belapur, Navi Mumbai 400 614

COMPLIANCE STATEMENT

The tenderer must read the terms and the conditions carefully and fill the following and submit the same with technical bid.

Name of the Tenderer:

Address:

| Sl. No. | Commercial and General terms | Compliance to enquiry Specification (Yes/No) | If not completed, specify deviations |
|---------|---|---|--------------------------------------|
| 1. | Price mentioned both in words and figures. | | |
| 2. | Commercial bid is submitted in a separate cover | | |
| 3. | Enclosed the experience certificates and BEE accreditation | | |
| 4. | Validity of quotation – for 60 days from the date of opening of bid. | | |
| 5. | Earnest Money Deposit (EMD) enclosed | | |
| 6. | Whether the tender enquiry document is signed by the authorized person. | | |
| 7. | Completion of Energy Auditing within 1 months from the date of placement of work order. | | |

Note:

1. Please indicate YES/NO clearly. Also furnish details wherever required. Please note that the offer deviating from Tender terms and conditions is likely to be rejected.
2. The offer must be accompanied duly filled in Compliance Statement otherwise the offer is likely to be rejected.

Tender for Comprehensive Electrical Energy & Safety Audit

Signature of the authorized person with seal

ANNEXURE-F-1

(To be included in cover – I)

Annexure G

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Mumbai between:

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate office at Madam Cama Road, Mumbai through its Estate Department (herein referred to as Bank which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as “Auditor” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

The Bank and the Consultant are herein after individually referred to as “party” and collectively as ‘parties’.

And Whereas

1. Auditor _____ is carrying on the business of providing Electrical safety/energy audit services, has agreed to provide comprehensive electrical audit/energy audit to Bank.
2. For the purpose 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 :

1.1 “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 or any other information, categorized herein as confidential information. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party material 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

1.2 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

Signature of the Contractor with seal

Tender for Comprehensive Electrical Energy & Safety Audit

owed to Disclosing Party; or (iv) is independently developed by Receiving Party. However, these exclusions shall not be applicable in respect to customer details of the Bank.

1.3 “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

2.1 Each party shall treat as confidential the Contract and any or 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 or information, 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 Auditor shall appoint any Sub-Auditor then the Auditor may disclose confidential information to such Sub-Auditor subject to such Sub Auditor giving the customer an undertaking in similar terms to the provisions of this clause.

2.2 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 Receiving party and
- 2) regulatory authorities regulating the affairs of the Receiving party and inspectors and supervisory bodies thereof

2.3 The foregoing obligations as to confidentiality shall survive any termination of this Agreement

2.4 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.

2.5 Receiving Party may not reverse, engineer, decompile or disassemble any material disclosed to Receiving Party.

3. Rights and Remedies

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

3.2 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.

3.3 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

3.4 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

4.1 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.

4.2 Any material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

4.3 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.

4.4 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 copy rights or patents.

4.5 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Auditor to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as a confidential information by the Auditor and shall not be disclosed such details to any third parties without having the express written permission of the Bank..

4.6 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.

4.7 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.

4.8 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.

4.9 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.

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

5. Suggestions and Feedback

5.1 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 _____

| | | |
|-------------|--|--|
| Name | | |
| Designation | | |
| Place | | |
| Signature | | |

For and on behalf of _____

| | | |
|-------------|--|--|
| Name | | |
| Designation | | |
| Place | | |
| Signature | | |