



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

SBI GITC Circle office
First Floor, State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur,
Navi Mumbai 400614

**ANNUAL MAINTENANCE CONTRACT FOR PEST CONTROL TREATMENT AT
RESIDENTIAL FLATS AT SEAWOODS ESTATES**

PART – A: TECHNICAL BID

Tender ID: GIT201903021

TENDER SUBMITTED BY:

NAME :

ADDRESS :

GSTIN NO :

DATE :

1. INVITATION TO BID:

i. SBIIMS on behalf of SBI, Global I.T. Centre, Navi Mumbai (herein after referred to as 'SBI/ the Bank' is having its Corporate Centre at Mumbai, is inviting bids from eligible contractors/vendors on behalf of the Bank for availing AMC for Pest Control Treatment at residential flats.

ii. Interested Bidders are advised to go through the entire document before submission of Bids. 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 SBIIMS/SBI's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed service of Pest Control as per Bank's requirements outlined in this RFP.

iii. Those who had already participated in tender with same ID for given subject does not need to submit EMD and tender processing fees as it can be carry forward from the previous tender with same tender id however documents for technical bid qualification process are compulsory to submit.

2. Disclaimer

i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms & conditions set out in this RFP document.

ii. This RFP is not an offer by SBIIMS/State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal communication by duly authorized official(s) of SBIIMS/State Bank of India is sent and the same is accepted by the selected bidder.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist Preparation of their Bid 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 contained in this RFP and where necessary obtain independent advices/clarifications. SBIIMS/SBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

iv. The SBIIMS/SBI, 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 or arising in any way for participation in this bidding process.
- v. The SBIIMS/SBI 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. vi. The issue of this RFP does not imply that the SBIIMS/SBI is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the services and the SBIIMS/SBI reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
 - vi. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

SCHEDULE OF EVENTS AND OTHER TERMS

SI No	Particulars	Remarks
1	Details of issuing authority (Name, Designation, Email address etc)	Vice President and Vertical Head SBIIMS GITC Circle office, 1 st floor C wing, GITC Main Building, Plot no 8,9,10, Sector 11, CBD Belapur, Navi Mumbai headgitc.sbiims@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in under link procurement news from 25.04.2019 to 02.05.2019
3	Pre - Bid Meeting	On 30.04.2019 at 3.00 p.m., at the address mentioned above
4	Address for submission of Bids	As mentioned at serial no. 1 above
5	Date and Time of opening of Technical Bids	3.30 pm on 02.05.2019 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.
6	Opening of Price Bids	Will be advised subsequently to bidders, who qualify as per technical bid submitted by them
7	Price validity from the date of price discovery	90 days
8	Commencement of services	Within Seven Days from the date of order
9	Terms of payment	Post quarterly in arrears
10	Service locations	177 Flats in NRI Complex, Seawoods Estate Ltd, Navi Mumbai.
11	Date of issue of tender documents form Bank's website	25.04.2019
12	Technical Bid	25.04.2019 to 02.05.2019 from Bank's website www.sbi.co.in under <Link>procurement news.

13	Price Bid (Only for bidders qualified in Technical bid)	Technically qualified bidders will be intimated accordingly at Service Provider M/s E-Procurement Technologies Ltd on portal https://etender.sbi
14	Cost of tender documents	The Tender Documents along with BOQ can be downloaded from Bank's website viz. www.statebankofindia.com [OR] www.sbi.co.in (procurement news) and the tender processing fee of Rs.1,000/to be deposited through SB collect with Tender ID no. GIT201903021 The receipt should be enclosed along with the Technical Bid towards the cost of tender processing fee. The tender documents without cost of tender processing fee shall be rejected.
15	Issuing of Tenders to Bidders	Will be available at Bank's website: www.statebankofindia.com [OR] www.sbi.co.in (procurement news)
16	Earnest Money Deposit	Rs 1,700/- (Rupees One thousand Seven Hundred only) by way of Bank Draft or Pay Order, payable at Mumbai / Navi Mumbai in favor of "SBIIMS, GITC, Circle office, CBD Belapur", should accompany the Tender, without which, the Tenders are liable to be rejected. EMD of unsuccessful bidder will be released within 60 days from the date of opening bid.
17	Security Deposit	The successful Bidder shall have to submit the Initial Security Deposit in the form of Bank guarantee from any commercial /nationalized Bank for the amounts to be paid equivalent to three months contract value. This amount has to be submitted to the SBI within 15 days of the receipt of the work order. No interest shall be payable on the Initial Security Deposit and Earnest Money Deposit. This shall be treated as Total Security Deposit and shall be retained by the Bank for contract period.

3. Scope of Works:

AMC for Pest Control Treatment on quarterly basis in 177 residential flats of 02 bedrooms each at Seawoods Estate Ltd. Under the AMC, pest control treatment will be done on quarterly basis. Apart from regular quarterly service, complaints will be attended within 48 hours. All the areas of the flat (i.e. both bedrooms, servant/store room, all toilets/bathrooms, kitchen, balconies, ducts, drawing/ dining room etc) will be covered. Services will include traditional pest control & Eco Gel as per requirement and option of the SBIIMS/SBI. While lodging, complaint number will be provided to complainant.

4. Minimum Eligibility Criteria:

Bidders meeting the following minimum 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:

S. No.	Minimum Eligibility Criteria	Documents to be submitted	Compliance yes/no
i.	Bidding firm/company should have experience of minimum 2 years in providing the services.	Copy of registration certificate and copy of the order and / or Certificate of completion of the work.	
ii.	The Bidder must have an average financial turnover of minimum Rs. 53,000 during last 2 financial year(s).	Copy of the audited (if applicable) Balance Sheet and Trading & PL account statement/s for preceding two years.	
iii.	Bidder must be having valid license/ permission for usage of pesticides	Copy of valid license/ permission	

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.

5. Cost of Bid document:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids. The SBIIMS/SBI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

(Tender Processing fees method)

PROCESS FOR SUBMISSION OF TENDER PROCESSING FEES THROUGH SBI COLLECT APPLICATION.

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:
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.

6. Clarification and amendments on RFP/Pre-Bid Meeting

- i. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- ii. SBIIMS/SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The SBIIMS/SBI, for any reason, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. Such amendments/ clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBIIMS/SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto thereof.

- iii. Queries received after the scheduled date and time will not be responded/ acted upon.

7. Contents of bidding document:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Incomplete bids may be rejected summarily.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of SBIIMS/SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

8. Bid Preparation and submission:

- i. The Bid is to be submitted in separate envelope. The envelope is to be prominently marked as '**Technical bid for AMC for Pest Control Treatment at residential flats at Seawoods Estate**'. This envelope should contain following documents and **properly sealed**:
 - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
 - (b) Duly filled in application form (as per Annexure-B), along with supporting papers in respect of Eligibility Criteria.
 - (c) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- ii. Bidders may please note:
 - a. The Bidder should quote for the entire package on single unit basis.
 - b. Bids are liable to be rejected if Technical Bid without EMD or Tender Processing Fees is received.
 - c. Prices quoted shall remain fixed for the period one year.
 - d. If deemed necessary the SBIIMS/SBI 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.
 - e. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
 - f. The Bidder must provide specific and factual replies to the points raised in the RFP.
 - g. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
 - h. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's firm/company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
 - i. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialed by the person signing the Bids.
 - j. If the envelope is not sealed and marked, the SBIIMS/SBI will assume no responsibility for the Bid's misplacement or its premature opening.

9. Deadline for Submission of Bids:

- a. In the event of the specified date for submission of Bids being declared a holiday for the SBIIMS/SBI, the Bids will be received up to the appointed time on the next working day.
- b. In case the SBIIMS/SBI extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- c. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

10. Period of Validity of Bids:

- a. Bids shall remain valid for 90 days from the date of price bid opening.
- b. In exceptional circumstances, the SBIIMS/SBI may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request.
- c. The SBIIMS/SBI reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

11. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the prescribed time and date. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- ii. Price bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated.
- iii. The SBIIMS/SBI determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

12. Technical Evaluation:

- i. The SBIIMS/SBI reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace/site/office visit and feedback from bidder's clients / customers/ users.
- ii. During evaluation and comparison of Bids, the SBIIMS/SBI may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

13. Online Price Bids (E-tendering) Process:

Technically qualified bidders will be intimated for online price bidding (i.e. E-tendering process) through service provider M/s M/s E-Procurement Technologies Ltd.

SAMPLE BUISNESS RULE DOCUMENT

ONLINE E-TENDERING FOR ANNUAL MAINTENACE CONTRACT FOR PEST CONTROL TREATMENT AT RESIDENTIAL FLATS AT SEAWOODS ESTATES

(A) Business rules for E-tendering:

1. Only contractors who technically qualified bidders shall only be eligible to participate in to price bid.
2. SBIIMS PVT.LTD. will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the various documents in sealed Envelope to the office of SBI Infra Solutions Pvt Ltd.at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Demand Draft of specified amount of EMD (3) Demand Draft of Cost of Tender documents (4) Certified copy of AClass Electrical License). Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBIIMS PVT.LTD. shall finalize the Tender through e-tendering mode for which **M/s E-Procurement Technologies Ltd.** has been engaged by SBIIMS an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBIIMS through **M/s Eprocurement Technologies Ltd.**, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it

may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBIIMS Pvt. Ltd. is not responsible for such eventualities.

2. **M/s E-Procurement Technologies Ltd**, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. **BID PRICE:** The Bidder has to quote the rate as per the Tender Document provided by SBIIMS Pvt. Ltd. their appointed Architects.
5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:
 - i. **Online E-tendering:**
 - (a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
 - (b) Only contractors who technically qualified bidders shall only be eligible to participate in to price bid.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
 - (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
7. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **M/s E-Procurement Technologies Ltd**. The Bidders are requested to change the Password after the receipt of initial Password from **M/s E-Procurement Technologies Ltd**. All bids made

from the Login ID given to the bidder will be deemed to have been made by the bidder.

8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBIIMS shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBIIMS Pvt. Ltd. will decide upon the winner. SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
10. SBIIMS shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBIIMS shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
13. OTHER TERMS & CONDITIONS:
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS Pvt. Ltd. to any other party.
 - SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.
 - SBIIMS Pvt. Ltd. reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - SBIIMS or its authorized service provider **M/s E-Procurement Technologies Ltd** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - SBIIMS or its authorized service provider **M/s E-Procurement Technologies Ltd** is not responsible for any damages, including damages that result from, but are not limited to negligence.
 - SBIIMS or its authorized service **M/s E-Procurement Technologies Ltd** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement duly signed to **M/s E-Procurement Technologies Ltd.**
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

PROCESS COMPLIANCE STATEMENT

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

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

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR ANNUAL MAINTENACE CONTRACT FOR PEST CONTROL TREATMENT AT RESIDENTIAL FLATS AT SEAWOODS ESTATES

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering 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 as mentioned in RFP of SBIIMS Pvt. Ltd. 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 tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBIIMS Pvt. Ltd. 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-E-tendering 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 event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honor the Bids placed by us during the Etendering 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 -----

14. Award Criteria:

SBIIMS/SBI will notify successful Bidder (L1) in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the SBIIMS/SBI within 15 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 SBI, within 30 days of award of the tender or within such extended period as may be decided by the SBI. The Bid document, together with the SBIIMS/SBI notification of award and the vendor's acceptance thereof, would constitute a binding contract. The SBIIMS/SBI reserves the right to stipulate, at the time of finalization of the contract, any other document / clause/s as a part of the final contract.

15. Bid integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the SBIIMS/SBI may take. The Bidders shall be deemed to license, and grant all rights to SBIIMS/SBI, to reproduce the whole or any portion of their product 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.

16. No Bidder shall contact the SBIIMS/SBI on any matter relating to its Bid, from the time of opening of Price Bid to the time, the work order is placed.

17. 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 SBIIMS/SBI. The SBIIMS/SBI 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. Any agreed difference in cost occasioned by variation shall be added to or deducted from the contract price as the case may be.

18. Neither any sign-off, nor any payment by the SBI for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the SBI shall affect or prejudice the rights of SBI against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) 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 the SBI nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against SBI.

19. The SBIIMS/SBI may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract.

20. During the AMC period, the bidder will have to undertake comprehensive support at no additional cost to the SBI. During the support period, the Bidder shall ensure providing services and shall be responsible for all costs relating to labour, material, compliance of security requirements and transport charges from and to the Site (s) in connection with the AMC. During the AMC period, the vendor shall ensure that services of professionally qualified personnel are available as per the SBIIMS/SBI's requirements.
21. The Vendor shall have to comply with the emission, environmental and relevant regulatory norms.
22. If, in any month, the VENDOR does not fulfill the RFP conditions, SBIIMS/SBI will have the right to terminate the contract.
23. The SBIIMS/SBI reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/ capabilities to perform the job.
24. The Vendor is obliged to work closely with the SBIIMS/SBI's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
25. The Vendor will abide by the job safety measures prevalent in India and will free the SBIIMS/SBI from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor indemnities arising from such incidents and will not hold the SBIIMS/SBI responsible or obligated.
26. The Vendor is responsible for managing the activities of its personnel or subcontracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
27. The SBI, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part in case of Violations of terms and conditions stipulated in this RFP or any other reason at SBI's discretion.
28. The SBI may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person.
29. 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, shall be settled amicably. If however, the parties are not able to solve them amicably, either party, 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 SBI/MS/SBI 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. All the expenses, in this connection shall be payable by the bidder.

- 30. The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.
- 31. The Vendor shall be liable to pay taxes that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
- 32. 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 the Vendor.
- 33. Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.
- 34. In case of complaint/ deficiency in services, additional pest control services to be provided by the bidder during the period of AMC, for which no extra payment will be made by the SBI. Undernoted penalties shall be applicable:

Sl. no.	Item/details	Penalty amount
1	If any/ some flats are not covered in any particular quarter	110% of the notional amount, arrived per flat, as per total contract value, on quarterly basis
2	If all the areas (bedroom1, bedroom2, Kitchen, Toilet1, Toilet2, Toilet3, Servant Room, Drawing/ dinning etc of any flat are not covered in any particular quarter.	25% amount for each uncovered area, of the total amount arrived on the basis of total contract value for a quarter and for a flat
3	Non maintenance of record in respect of service rendered.	Services will be treated as "Not rendered" and no amount will be payable.
4	Person providing services in not wearing uniform / i-card etc or not using safety measures	25% amount for each flat, of the total amount arrived on the basis of total contract value for a quarter

5	The maximum response time for attending complaint exceeding from the site of installation shall not exceed 48 hours.	Rs.250/- per instance per week or part thereof.
---	--	---

- 35. Those who had already participated in tender with same ID for given subject does not need to submit EMD and tender processing fees as it can be carry forward from the previous tender with same tender id however documents for technical bid qualification process are compulsory to submit.**

BID COVERING LETTER

[On Company's letter head]
(to be included in Technical Bid Envelope)

Date: _____

To:

The Vice President & Circle Head
SBIIMS, GITC Circle office,
CBD Belapur, Navi Mumbai 400614

Dear Sir,

Ref: RFP No. SBIIMS: xx:xxdated dd/mm/yyyy

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the SBIIMS/SBI and we offer AMC for pest control treatment at residential flats as detailed in this RFP. We shall abide by 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 bidder 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.
  - Prices 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 Prebid clarifications/ modifications/ revisions furnished by SBIIMS/SBI, without any exception.
3. If our offer is accepted, we undertake to complete the work as per RFP.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available in this document 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.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

SBIIMS/SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

8. We undertake that we will not resort to canvassing with any official of the SBIIMS/SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the SBIIMS/SBI submitted by us in our Bid document.
10. 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 SBIIMS/SBI will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
14. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

Dated this ..... day of ..... 2019

*(Signature)* *(Name)*  
*(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

**Seal of the company.**

**APPLICATION FORM**

|    |                                                                                                                                                         |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1  | Name of the Firm/company:                                                                                                                               |  |
| 2  | Year of establishment of the Firm                                                                                                                       |  |
| 3  | Whether registered with the registrar of companies / registrar of firms (if so, mention number & date of registration, and submit supporting documents) |  |
| 4  | Year since the firm is in the line of business/ activity of Pest control                                                                                |  |
| 5  | Official / registered address of the firm                                                                                                               |  |
| 6  | Correspondence address of the firm                                                                                                                      |  |
| 7  | Email-ID of the firm                                                                                                                                    |  |
| 8  | Landline number (with STD code) of the office/ firm                                                                                                     |  |
| 9  | Mobile number of the office/ firm                                                                                                                       |  |
| 10 | Name, mobile number & email ID of contact person                                                                                                        |  |
| 11 | Name/s of partners / proprietor/ directors/ key person of the firm, with address, contact number etc                                                    |  |
| 12 | PAN No.                                                                                                                                                 |  |
| 13 | GST number                                                                                                                                              |  |
| 14 | Total Financial Turnover during previous 2 F.Y. as on<br>31.03.2018<br>31.03.2017                                                                       |  |
| 15 | Details of license / permission for pest control                                                                                                        |  |
| 16 | Covering cum declaration / confirmation letter as per Annexure-A                                                                                        |  |

**List of enclosures/ papers**

| Sl. No. | Details/ particulars                                                                                                             |
|---------|----------------------------------------------------------------------------------------------------------------------------------|
| 1       | Copies of firm's registration/ certificate of incorporation etc having details of constitution of firm and date of establishment |
| 2       | Copies of work order, at least 2 year old (as on 28.02.2019)                                                                     |
| 3       | Copies of GST registration                                                                                                       |
| 4       | Copies of PAN Card                                                                                                               |
| 5       | Copies of audited Balance sheet, Trading & PL accounts statements for last 02 years                                              |

I hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my pre-qualification are correct and genuine. I am, therefore, liable to face appropriate actions as deemed fit by the SBIIMS/SBI in the event of any of the information particulars, copies of certificates and testimonials are not found correct and genuine.

Signature with seal Place:

Date:

**Note: While all the requisite /relevant documents/ papers (duly signed by the authorized signatory with stamp) to be submitted, submission of any other superfluous document to be avoided.**

|                                 |
|---------------------------------|
| <b>Bill of Quantities (BOQ)</b> |
|---------------------------------|

| Sr. No. | Item                                                                                                                                                                                                           | Quantity       | Rate per annum | Total amount |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|--------------|
| a       | AMC for Pest Control Treatment in 177 flats in Seawoods Estate Ltd for 1 year<br>(Services to be rendered on quarterly basis and as per RFP document) payment will be made on completion of quarterly services | <b>177 Nos</b> |                |              |

Rates quoted in the online price bid should be inclusive of all taxes, conveyance, material, transportation, manpower and / or other charges whatsoever, for one year. GST will be paid extra as per actual.

Signature

Seal of Company