



**REQUEST FOR PROPOSAL FOR
SUPPLY, INSTALLATION, TESTING,
COMMISSIONING AND MAINTENANCE
OF CENTRAL AIR CONDITIONING
PLANT UNDER BUY BACK AT SBI,
GLOBAL IT CENTRE MAIN BUILDING,
BELAPUR (NAVI MUMBAI)-400614**

Ref: SBI:GITC/ESTATE/ 865 dated : 04/07/2022

**DEPUTY GENERAL MANAGER (F&OA),
STATE BANK GLOBAL I.T. CENTRE (GITC),
FIRST FLOOR, C WING,
SECTOR-11,
C. B. D. BELAPUR
(NAVI MUMBAI)- 400 614**

Schedule of Events

SI No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Designation: DGM (F & OA) Email ID: dgmit.fnoa@sbi.co.in/ agmestate.gitc@sbi.co.in/ agmelectrical.gitc@sbi.co.in Contact Address: State Bank Global I.T. Centre, First Floor, C Wing, Sector-11, CBD, Belapur (Navi Mumbai) 400614 Contact Number: 022 2757 7386/ 27537439/ 27537421
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 procurement news from 04.07.2022 to 25.07.2022.(up to 3.00 PM)
3	Last date for requesting clarification	Up to 3.00 PM on 14.07.2022 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 3.00 PM to 4.00 PM on 15.07.2022 at State Bank Global I.T. Centre, First Floor, C Wing, Sector-11, CBD, Belapur (Navi Mumbai) 400614 or through online meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 20.07.2022 (date)
6	Last date and time for Bid submission	Upto_3.00 PM on 25.07.2022
7	Address for submission of Bids (Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)	M/s. ANTARES SYSTEM LIMITED # 24 Sudha Complex, 3rd Stage, 4th Block, Basaveshwar Nagar, Bengaluru - 560079 Phone: 8951944383/ 080-40482100 / 1800-3096630 / 9044314492/ 9073677150/ 151 / 152 / 9674758506 / 9674758723 / 26 / 033 4604 6611080-45982100 Email: kushal.b@antaressystems.com (Mr. Kushal Bose)
8	Date and Time of opening of Technical Bids	3.30 PM on 25.07.2022 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders (i.e. Prequalified bidders) only will be opened on a subsequent date.

SI No	Particulars	Remarks
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	Tender Fee	Rs. Nil
12	Earnest Money Deposit	Rs. 3,50,000/- (Rupees three lakh fifty Thousand only) Amount should be deposited in 1) For Mode of Transaction- NEFT only Account Name: SBI Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch OAD, GITC, Belapur 2) For Mode of Transaction- RTGS and intra-Bank transfer (SBI to SBI only) Account Name: SBI Intraday Office Account with INB Account No.: 37608352111 IFSC: SBIN0011343 Branch OAD, GITC, EMD shall be valid upto 180 days from bid submission date.
13	Bank Guarantee	Rs.20 lakh Performance Security in form of BG should be valid for 2 year(s) and three months from the effective date of the Completion of work. (Successful bidder)
14	Contact details of e-Procurement agency appointed for e-procurement	M/s. ANTARES SYSTEM LIMITED # 24 Sudha Complex, 3rd Stage, 4th Block, Basaveshwar Nagar, Bengaluru – 560079. Phone: 8951944383/ 080-40482100 / 1800-3096630 / 9044314492/ 9073677150/ 151 / 152 / 9674758506 / 9674758723 / 26 / 033 4604 6611080-45982100 Email: kushal.b@antaressystems.com Name: Kushal Bose

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1. INVITATION TO BID:

State Bank of India (herein after referred to as 'SBI/the Bank'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as State Bank Group or 'SBG' hereinafter). This Request for Proposal (RFP) has been issued by the Bank on behalf of SBG for **SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614.**

- i. In order to meet the AC plant requirements, the Bank proposes to invite online Bids from eligible Bidders to undertake supply, installation, testing, commissioning and maintenance of AC plant as per details/Scope of work mentioned in **Appendix-E** of this RFP.

- ii. Bidder shall mean Original Equipment Manufacturer of Water cooled Chiller Central plant AC who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Product and Services desired in this RFP.
- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Product and Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- 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. Bank 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 Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof

by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices).
- ii. **“ Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Consultant”** means Consulting Agency appointed by the Bank – Dikshit Consultants & Engineers Pvt. Ltd., Mumbai for this RFP.
- iv. **“Bid”** means the written reply or submission of response to this RFP.
- v. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- vi. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vii. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- viii. **“The Equipment/Product”** means Central AC plant, it’s all components, associated equipment, Vendor is required to supply to the Bank under the Contract.
- ix. **“Services”** means all services ancillary to the supply of the Equipment/Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.
- x. **Comprehensive Annual Maintenance Contract (CAMC)** - It would be the annual cost of comprehensive annual maintenance/upkeep/ updation of Equipment/Product.

4. SCOPE OF WORK:

As given in **Appendix-E** of this document.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

6. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-O** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online 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.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, 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.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.
- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. No interest is payable on EMD.
- vii. **The EMD may be forfeited:-**
 - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- viii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614, in response to the **RFP No. GITC/ESTATE/ 865 dated 04.07.2022** Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorized signatory:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- (c) Proof of remittance of EMD as specified in this document.
- (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
- (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
- (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
- (g) Detailed explanation of functioning of Equipment/Product.
- (h) Undertaking of Authenticity as per **Appendix-G**.
- (i) Format for Manufacturer's Authorization Form as per **Appendix-H**
- (j) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- (k) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.

Indicative Price Bid for SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614, in response to the RFP No. GITC/ESTATE/ 865 dated 04.07.2022 should contain only indicative Price Bid strictly on the lines of **Appendix-F & F1**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

i. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.

- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- iii. In case the Bank 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.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank 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. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. 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 Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the

whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. 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 time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Central AC Plant System proposed to offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Product and Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Product. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Product to support all the required functionalities at their cost in their lab or those at other organizations where similar Product is in use.
- ii. During evaluation and comparison of Bids, the Bank 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 clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation and Pre-Qualifications, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and

must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Appendix-F within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

- (a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- (b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- (c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase

preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder.

“Class-II local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

“Non-local supplier” means a supplier or service provider whose product or service offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP.

“Minimum Local content” for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier', same shall be applicable.

“Margin of purchase preference” means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. **Verification of local content:**

The 'Class-I local supplier'/'Class-II local supplier' at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the product or service offered meets the minimum local content requirement for 'Class-I local supplier'/'Class-II local supplier' as the case may be and shall give details of location(s) at which the local value addition is made.

iii. Total cost of Products/Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.

iv. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format

given in Appendix N of this RFP together with acceptance of all terms and conditions of RFP.

- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD .
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CHANGE IN ORDERS:

- i. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Method of shipment or packing;
 - (b) Place of delivery;
 - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

23. CONTRACT AMENDMENT:

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

24. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

25. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-J** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

26. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES:

- i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.
- ii. For purposes of this clause, “origin” means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

27. DELIVERY, INSTALLATION AND COMMISSIONING:

- i. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Service Provider will have to supply the Product(s) in ‘Factory Sealed Boxes’ with System OEM seal.
- iii. Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-E** of this document.
- iv. The delivery will be deemed complete when the Products/ components/ associated AC equipment’s are received in good working condition at the designated locations, mentioned in this RFP.
- v. The installation will be deemed to be completed, when the Product including all the equipment, accessories/ components, and other associated items have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider has to resolve any problem faced during installation and operationalisation.
- vi. In addition, Service Provider will supply all associated documentation relating to the Products, systems, services etc. The Product(s) are considered accepted (supplied, installed, testing, commissioning and operationalised) after signing the acceptance test jointly by the representative of the Bank, Consultant and the engineer from Service Provider on the lines of format/certificate on the lines of **Appendix-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including Central AC plant equipment’s/ components), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.

- vii. The details of the documents to be furnished by Service Provider are specified hereunder:-
- (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.
 - (b) Delivery Note or acknowledgement of receipt of Products from the consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
 - (c) 2 copies of packing list identifying contents of each of the package.
 - (d) Insurance Certificate.
 - (e) Manufacturer's warranty certificate.
- viii. The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.

28. SERVICES:

- i. Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- ii. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- iii. Service Provider shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.
- iv. Service Provider shall provide comprehensive maintenance support for the Product Water cooling Chillers Central AC plant including its associated equipment over the entire period of Contract.

29. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. Service Provider shall support the Product and its associated items/components including Central AC plant during the period of warranty and AMC.
- ii. During the warranty and AMC period, Service Provider will have to undertake comprehensive support of the entire Central Air-Conditioning Plant supplied by them at no additional cost to the Bank. During the support period (warranty and AMC), Service Provider shall maintain the AC plant to comply with parameters defined for acceptance criteria and Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the designated site(s) in connection with the repair/ replacement of the AC plant and its associated equipment's or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, Service Provider shall provide services of an expert engineer at SBI GITC, Belapur, whenever it is essential. In case of failure of Product (Central AC plant and it's any of its components), Service Provider shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules

as per periodicity defined in RFP.

- iv. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
- v. Support (Warranty/ AMC) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-H** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
- vi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- vii. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.
- viii. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

30. PENALTIES/SLA CONDITIONS:

As mentioned in **Appendix-L** of this RFP.

31. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.

32. INSPECTION AND TESTING:

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's location.
- ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:
 - (a) Service Provider shall intimate the Bank before dispatching Products for conducting inspection and testing.
 - (b) Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by the Bank. In case of failure by Service Provider to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging and other incidental expenses of the Bank's representatives to be borne by Service Provider.
 - (c) Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider. However, the Bank may at its sole discretion, waive inspection of Products.
 - (d) In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.

- (e) The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to the Bank.
- (f) Nothing stated herein above shall in any way release Service Provider from any warranty or other obligations under this RFP.
- iii. The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this RFP.

33. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority like Chief Technical Examiner (CTE), covering the risk parameters finalized by the Bank/ such auditors in the areas of products (Central AC Plant System) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider shall facilitate the Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority like CTE etc, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).

34 INSURANCE :

- 34.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated vide clause of General conditions of contract and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or

damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The plant/ equipment and other things brought on to the site by the contractor to the replacement value of such plant/ equipment and other things.
- c) Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever require produce to the CONSULTANT the policy if insurance and the receipts for payment of the current premiums.

34.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof .
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

34.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

34.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the CONSULTANT in this behalf.

34.5 Third Party Insurance

34.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

34.5.2 Minimum amount of Third-Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the CONSULTANT the policy or policies of insurance cover and receipts for payment of the current premiums.

34.6 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

34.7 Accident or Injury to workman:

34.7.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

34.7.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the CONSULTANT such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the consultant when such policy of insurance and the receipt for the payment of the current premium.

34.7.3 Remedy on contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

34.7.4 Without prejudice to the others rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by

the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged

35. INSURANCE OF WORKS

- i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on “All Risks” basis, valid for a period of one month after delivery of Products at the defined destination.
- ii. Should any loss or damage occur, Service Provider shall:
 - (a) initiate and pursue claim till settlement and
 - (b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

36. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 7 year(s) from the commencement of Contract. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

37. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 37 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 37(iii)(b) “**Gross Negligence**” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such

act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

38. CONFIDENTIALITY:

Confidentiality obligation shall be as per non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix N to this RFP.

39. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

40. SERVICE PROVIDER’S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider will be responsible for arranging and procuring all relevant permissions / road permits etc. for transportation of Product to the location where installation is to be done. The Bank would only provide necessary letters for enabling Supply of the same.
- iii. Service Provider is obliged to work in co-ordination with the Bank’s staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.
- iv. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider’s negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- vi. Service Provider shall treat as confidential all data and information about the Bank,

obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-N** of this RFP.

41. TECHNICAL DOCUMENTATION:

- i. Service Provider shall deliver the following documents to the Bank for Central AC Plant become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, requirement specification, test procedures etc.
- ii. Service Provider shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- iii. Service Provider shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

42. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / Product supplied by Service Provider for the Bank as part of this RFP, Service Provider shall have right to use as well as right to supply such Product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, Central AC Plant or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause 42.iv and 42.v of this RFP, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services under this RFP.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where

Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

43. LIQUIDATED DAMAGES:

If Service Provider fails to deliver Product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP, the Bank may, without prejudice to its other remedies under the RFP, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

44. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant,

- concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

45. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) "**Corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) "**Fraudulent practice**" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in an RFP process or to secure a contract or in execution of the contract;
 - (c) "**Coercive practice**" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) **Debarment from participation including removal from empanelled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank’s procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 45(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line

affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;

- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners / directors / proprietor / agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) **Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

46. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 46 (i) (a) to 46 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Product and / or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall

handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Service Provider or to the Bank.

- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

47. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

48. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

49. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

50. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

A. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Consultant or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Estate Department), SBI, GITC, Navi Mumbai and endorse a copy of the same to the Consultant, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Estate Department)/Dy. General Manager (F&OA), in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Estate Department)/ Dy. General Manager (F&OA), in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The Assistant General Manager (Estate Department) /Dy. General Manager (F&OA), shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the Assistant General Manager

(Estate Department) /Dy. General Manager (F&OA) Submit his claims to the conciliating authority namely the General Manager (IT-SS) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Estate Department) /Dy. General Manager (F&OA).

- i) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director & CIO of the SBI for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- ii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/Dy. Managing Director & CIO. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Dy. Managing Director & CIO. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the Arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBI Officer.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

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.

51.

52. APPLICABLE LAW:

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.

53. TAXES AND DUTIES:

- i. Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Bidder shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of GST but inclusive of all of all Central / State Government taxes/duties, levies, corporate taxes, Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and GST should be specified in the separate sheet (**Appendix-F**).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Bidder and the Bank shall not be liable for the same. Only GST in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any GST in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**
- iv. Prices payable to Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. 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 Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

54. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

55. TENDER FEE: Nil

56. EXEMPTION OF EMD:

Micro & Small Enterprises (MSE) units and Start-up* company are exempted from payment of EMD and tender fee provided the Products and/or Services they are offering, are manufactured and/or Services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

57. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

Part-II

Appendix –A **BID FORM (TECHNICAL BID)**

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

Date: _____

To:
Deputy General Manager (F&OA),
State Bank Global I.T. Centre (GITC),
First floor, C wing,
Sector-11, C. B. D. Belapur (Navi Mumbai)- 400 614

Dear Sir,

Ref: RFP No. SBI: GITC/ESTATE/ 865 dated 04/07/2022
SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF
CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE
MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614

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 Bank and we offer to supply, Install, test, commission and support the desired Products detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

- i. 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.
 - Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - We have quoted for all the Products/Services mentioned in this RFP in our indicative price Bid.
 - The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. 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".
- iii. 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 Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- iv. We undertake that we will not resort to canvassing with any official of the Bank, 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.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-M** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. 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.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions

on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this..... day of..... 20..

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

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Appendix-B

Bidder's Eligibility Criteria

Pre-Qualification Criteria: under mentioned is eligibility criteria for pre-qualification of Bidder. Price bid shall be invited from eligible bidders only through e-reverse auction.

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	Applicant should be an OEM (Original Equipment Manufacturer) of Carrier / Kirloskar / Mitsubishi (Climaveneta) / Blue Star / Voltas / Hitachi / Daikin / York (India), Dunham Bush etc.		Product details with relevant certificate regarding Central AC plant Water cooled Chiller Manufacturing.
2.	OEM vendor should have Manufacturing plant for Water Cooled Screw Chillers (240 TR or More) in India/ abroad.		Factory address with relevant certificate.
3.	Experience of having successfully completed similar works during last seven years as on 30.06.2022 should be either of the following: Three similar completed works costing not less than Rs 140 lacs (excluding GST) Or Two similar completed works costing not less than Rs 175 lacs (excluding GST) Or One similar completed works costing not less than the amount Rs 280 lacs (excluding GST) Similar work means Supply, Installation, Testing & Commissioning of Water-cooled Screw Chillers, Pumps, Cooling Towers, AHUs, Panels, etc. in India. Work should have been done for a Government / Semi Government / Banks / PSU / Five Star Hotel / Insurance Companies / Airport etc.)		“Cost of work” shall mean actual gross value of completed “similar” work (excluding GST) including all the components executed under the contract. The applicant shall submit a copy of Performance Certificate/final Bill / completion certificate duly signed by the competent Authority (Not below Executive Engineer or Equivalent).
4.	Applicant should have a full-fledged service Centre in Navi Mumbai / Mumbai / Thane for Service/AMC.		Relevant document showing details of service Centre
5.	Applicant should have valid GST registration		Relevant Certificate
6.	Applicant should have valid PAN registration		Relevant Certificate

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
7.	The Bidder must be an Indian Company / LLP / Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
8.	The Bidder (OEM) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in Appendix A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
9.	The Bidder must have an average turnover of minimum Rs 105 lakh during last 03 (three) financial year(s) i.e. FY 2019, FY 2020 and FY 2021.		CA Certificate / Copy of the audited financial statement for required financial years.
10.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
11.	Bidder should have experience of minimum 7 years as on 31.05.2022 in providing the Products/Services.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
12.	The OEM should either be Class-I or Class-II local supplier as defined under this RFP.		Certificate of local content to be submitted as per Appendix-G .
13.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)		Bidder should specifically confirm on their letter head in this regard as per Appendix-P
14.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes related to product / services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract / fraud / corrupt practices by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to

			be given on Company's letter head.
15.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in Appendix A in this regard.
16.	OEM should have a support center and level 3 escalation (highest) located in India.		Bidder should specifically certify in Appendix A in this regard.
17.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in Appendix A in this regard.
18	Minimum Qualifying marks as per Scoring Matrix / Evaluation Sheet given in Table -I : 70		Supporting documents and Self certification for evaluation as per Scoring Matrix / Evaluation Sheet given in Table -I

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

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.

Eligibility criteria mentioned at SI No 9 to 11 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

- i. Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 9 to 11 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory

Seal of Company

Table: I**Eligibility Matrix****Scoring Matrix / Evaluation Sheet**

S. No	Particulars	Maximum Marks	Marks Obtained
1	Average annual turnover of the Company as per Audited Balance Sheets as on 31st March :2019, 2020 and of 2021. (INR)		
	> 1000 lakh	10	
	> 500 lakh <= 1000 lakh	8	
	>= 105 lakh <=500 lakh	6	
2	Value of Largest single Central Air conditioning project of commercial building completed in the last 7 years (ended on 31.05.2022) (INR)		
	>= 600 lakh	10	
	>= 350 lakh < 600 lakh	8	
	>=140 lakh < 350 lakh	6	
3	Number of years of experience in the field of Central Air conditioning projects of buildings		
	above 15	10	
	above 10 <= 15	8	
	above 7 <= 10	6	
4	Availability of in-house engineers, etc. with minimum qualification of BE/B.Tech. Degree		
	Quality Assurance/Quality control Engineers (Minimum 5 Yrs. experience)	1	
	Safety Engineer/ Officer (Minimum 3 Yrs. experience)	1	
	Mechanical Engineer (Minimum 5 Yrs. experience)	1	
	Electrical Engineers (Minimum 3 Yrs. experience)	1	
	Project Managers (Minimum 5 Yrs. experience)	1	
5	ISO-9001 Certification		
	Available	5	
	Not Available	0	
6	Whether the applicant firm had completed / executed works in a running office building with <i>value minimum Rs. 140 lakh</i> for the undernoted types of clients (subject to minimum 01 works). Maximum 5 marks		
	Central Govt. Dept./State Govt. Dept.	5	
	PSU/Public sector Banks/ Insurance Companies	3	

	5 Star Hotels	2	
7	Constitution of the applicant firm		
	Public Ltd.	5	
	Private Ltd.	4	
	Partnership & Others	2	
8	Position of financial soundness of the firm on the basis of net worth of the company as per audited Balance Sheet as on 31.03.2021.		
	> 1000 lakh	5	
	> 500 lakh but <= 1000 lakh	3	
	> 105 lakh but <= 500 lakh	1	
9	Location of full fledge Service Centre of OEM with landline number in the name of firm?		
	Navi Mumbai	10	
	Mumbai No	8	
	Thane	6	
10	Location of Factory to manufacture Chillers		
	If, in Maharashtra	20	
	If in India but not in Maharashtra	10	
	If other Than India	5	
11	Availability of Customer Service personals at Navi Mumbai/Thane/ Mumbai		
	Service personal > 20 personals	15	
	Service personals >15 but < 20	10	
	Service personals <15	5	
	Total Max. Marks (100) (qualifying marks : 70%)		

Documentary evidence must be furnished against each of the above criteria.

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.

Appendix-C

Technical & Functional Specifications

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

Sr. No	Technical Specifications/Requirements	Compliance (Y/N)
1.	Technical specifications as Given in Appendix-C1	
2.	C-01- AC Plant room Layouts	
3.	C-02- Schematic Chilled Water Piping	
4.	C-03- Schematic Condenser Water Piping	
5.	C-04- Terrace level Plan	
6	C-05- Typical AHU room details	
7	C-06- Electric Panel- SLD	
8	C-07 – Ground Floor Cooling tower layout	

Name & Signature of authorised signatory

Seal of Company

Appendix-D

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	

Details of completion work to be attached at Annexure D-1 & D2

Name & Signature of authorised signatory

Seal of Company

ANNEXURE-D-1

WORK EXPERIENCE

Experience of having successfully completed similar works during last seven years as on 30.06.2022 should be either of the following:

- a) **Three** similar completed works costing not less than the **Rs 140 lakh (Excluding GST)**
- Or
- b) **Two** similar completed works costing not less than **Rs 175 lakh (Excluding GST)**
- Or
- c) **One** similar completed works costing not less than **Rs 280 lakh (Excluding GST)**

Similar work means Supply, Installation, Testing & Commissioning of Water-cooled Screw Chillers, Pumps, Cooling Towers, AHUs, Panels, etc. in India. Work should have been done for a Government / Semi Government / Banks / PSU / Five Star Hotel / Insurance Companies / Airport etc.)

Sr. No.	Name of the Client with address and contact No.	Name of Work (with COP of chiller supplied)	Estimated Value of Work	Date of Start	Period of Completion	Actual Date of Completion	Final Value of Work	Reasons for the Variation/ Delay If any
1	2	3	4	5	6	7	8	9

Signature and Stamp of
Applicant Date:
Place:

ANNEXURE-D-II

DETAILS OF SERVICE CENTRES IN NAVI MUMBAI, MUMBAI and THANE

Sr. No.	Address of Service Centre	Telephone No of Service Centre	Name Designation and Contact Number of the person heading the Service Centre	Details of staff giving staff strength, designations and profile of individuals	Number of Lifts/ Escalators being maintained by the centre	Any other relevant information
1	2	3	4	5	6	7

Signature and Stamp of
Applicant Date:

Place:

Appendix-E

Scope of Work and Payment Schedule

SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614

SI No	Particulars	Requirements/ Remarks
1	Description of Services	<p><u>BRIEF DESCRIPTION OF MAJOR WORK</u></p> <p>State Bank of India intends to replace existing Water-cooled chilled water Central AC plant (2 Nos. of 200 TR) with 3x240 TR Water Cooled Screw chillers at State Bank Global I.T. Centre, Belapur (Navi Mumbai)- 400614. The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the consultant. The consultant at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.</p> <p>Details of major work considered are as under:</p> <p>(i) Replacement of existing 2 x 200 Tr chiller by 3 x 240 TR Water Cooled Screw Chillers with VFD.</p> <p>(ii) Replacement of existing cooling towers.</p> <p>(iii) Replacement of chilled water pumps with energy efficient motors and VFDs.</p> <p>(iv) Replacement of Condenser water pumps with energy efficient motors and VFDs.</p> <p>(v) Replacement of old AHUs (Ground Floor, First Floor C& D wings, Second floor C & D Wing, Third Floor C & D Wings, Fourth Floor B wing, fifth Floor etc.)</p> <p>(vi) Replacement AC plant room MS piping, cooling tower, chilled water line & valves etc.</p> <p>(vii) Dismantling, Buy back of 2x200 TR chillers, cooling towers, AHUs and Chilled Water and Condenser Pump sets, Packaged Air Conditioners etc.</p> <p>(viii) Comprehensive AMC for five years.</p> <p>(ix) Operation of Central AC Plant for 6 years</p>
2	Description of Deliverables	Equipment/Material should comply to the Technical Specifications and Makes List, which is part of this RFP
3	Term of the Project - Project Schedule;	Include dates for start and completion of each phase of the Services, and for delivery of each of the Services/Deliverables with delivery

	Milestones and delivery locations	locations. Successful Bidder shall submit a Bar Chart having detailed activities for timely completion of the Project.
4	Comprehensive Annual Maintenance (CAMC) and Operation and Maintenance contract Term and Conditions	Enclosed in Appendix- S
5	Integration / retrofit Requirements with existing systems	a) Requirements of AC Plant replacement
6	Performance Requirements	Minimum 98% Uptime requirement
7	Scalability Requirements	To be scalable as per Bank's future requirement.
8	Regulatory / Compliance Requirements	The Equipment should confirm the requirements as per Relevant Indian Standard, Environment Guidelines and Safety Guidelines
9	Training	The Operators/ Technicians provided for Operation be suitably trained and user Manuals be provided for Operation and Maintenance.
10	Payment schedule	<p>The contractor shall be entitled under the certificates to be issued by the project Consultant to the contractor and is within 15 working days from the date of receipt of bill to SBI from time to time. The SBI shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.</p> <p>The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement sheet.</p> <p>The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs. 50 lacs and the minimum interval between two such bills shall be one month.</p> <p>The contractor shall submit the interim bills in the prescribed format with all details:</p> <p>Schedule of payment : Payment shall be made against progress of work at site according to the following items</p> <p>a) 70% pro-rata against delivery of AC machines / equipment at site with all accessories.</p> <p>b) 15% pro-rata against installation of AC machines</p> <p>c) 10% pro-rata against commissioning & handing over of the entire installation</p> <p>d) 5% against completion of defect liability period. This may be released against receipt of PBG and also after attending the observations if any by CTE/CVC</p>

		The above payment terms shall however be subject to deduction of retention money and submission of security deposit.
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Appendix-F

Indicative Price Bid

Name of the Bidder:

Location (X) _____

APPENDIX- F (BILL OF QUANTITY)

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF
CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK
AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR, NAVI MUMBAI - 400614**

SUMMARY SHEET

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

(Detailed Bill of quantity to be furnished in Appendix F-1)

Sr.	Description	Quoted Amount Excluding GST (In Rs.)
		Amount
A	PURCHASE OF EQUIPMENT	
	CHW BOQ	
1	Screw Chillers with VFD	
2	Chiller Accessories	
3	Pumps	
4	Cooling Towers	
5	Chilled Water Distribution System	
6	Condenser Water Distribution System	
7	Air Handling Units	
8	Ducting, Grilles/Diffusers & Insulation	
9	Electrical Work	
10	Civil Works	
11	Duct Cleaning Works	
	TOTAL FOR CHW BOQ	
B	DISMANTLING & BUYBACK OF EQUIPMENT	
	TOTAL FOR DISMANTLING & BUYBACK EQUIPMENTS	
C	MISCELLANEOUS	
	TOTAL FOR MISCELLANEOUS	
	TOTAL (A-B+C)	
D	CAMC COST FOR 5 YEARS	
	TOTAL FOR CAMC	
E	OPERATING COST FOR 6 YEAR	
	TOTAL FOR OC	

At the end of reverse auction process, the lowest Bidder (L1) will be selected on the basis of Total Price excluding GST. Bidding Example: The final rates of the various items shall be calculated in ratio of total amount quoted by the lowest bidder through reverse auction process and the amount quoted in indicative price bid.

Example:

Indicative Price Bid (Excluding GST) submitted by vendor:

Item	Rate (in Rs.)	Quantity	Amount (in Rs.)
A	100/-	2	200/-
B	200/-	3	600/-
C	300/-	4	1200/-
Total			2000/-

The total amount mentioned in indicative price bid is Rs.2, 000/- but the final L-1 amount quoted by the vendor through E-reverse auction is Rs.1, 600/- then the K factor for L-1 vendor will be calculated as under:

Ratio K =

(Total amount quoted by the lowest bidder through reverse auction process) / (The amount quoted in indicative price bid).

$K = 1600 / 2000 = 0.8$ The item wise final price to be confirmed by the vendor shall be as under:

Item	Rate (in Rs.)	Quantity	Amount (in Rs.)
A	100/-X0.8	2	160/-
B	200/-X0.8	3	480/-
C	300/-X0.8	4	960/-
Total			1600/-

Total amount worked out after e-reverse Auction 1600/- The lowest bidder after the e-reverse auction process will have to fax & e-mail the duly signed filled-in prescribed format to SBI through service provider within 24 hours of auction without fail

Appendix–G
Undertaking of Authenticity

To:
Deputy General Manager (F&OA),
State Bank Global I.T. Centre (GITC),
First floor, C wing,
Sector-11, C. B. D. Belapur (Navi Mumbai)- 400 614

Sub: Undertaking of Authenticity for supplied Product(s)
Ref: RFP No. SBI: GITC/ESTATE/ 865 dated 04/07/2022

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF
CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE
MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614**

With reference to the Product being quoted to you vide our Bid No:_____ dated _____, we hereby undertake that all the components /parts /assembly / etc. used in the Product to be supplied shall be original new components / parts / assembly only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

2. We also undertake that in respect of associated items and systems and other utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized Certificate.

3. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.

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

5. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this..... day of..... 202

—

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

Duly authorised to sign Bid for and on behalf of

MANUFACTURERS' AUTHORIZATION FORM

No.

Date:

To:

**Deputy General Manager (F&OA),
State Bank Global I.T. Centre (GITC),
First floor, C wing,
Sector-11, C. B. D. Belapur (Navi Mumbai)- 400 614**

Dear Sir:

Ref: RFP No.SBI: GITC/ESTATE/ 865 dated 04/07/2022

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF
CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE
MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614**

We, who are established and reputable manufacturers / producers of _____
having factories / development facilities at _____
(address of factory / facility) do hereby authorise M/s _____ (Name and
address of Authorised Business Partner (ABP)) to submit a Bid, and sign the contract with you
against the above RFP.

2. We hereby extend our full warranty for the Products and services offered by the above ABP
against the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and
information pertaining to the Products supplied by the ABP:

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

4. We duly authorise the said ABP to act on our behalf in fulfilling all installations, Technical
support and maintenance obligations required by the contract.

5. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD,
dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated
23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on
procurement from a bidder of a country which shares a land border with India. We further
certify that we are not from such a country or if from a country, has been registered with
competent authority. We certify that we fulfil all the requirements in this regard and our ABP
is eligible to participate in the above RFP.

Yours faithfully,

(Name of Manufacturer / Producer)

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

Appendix I

Format for Self-Certification of Local Content

Date:

To,
Deputy General Manager (F&OA),
State Bank Global I.T. Centre (GITC),
First floor, C wing,
Sector-11, C. B. D. Belapur (Navi Mumbai)- 400 614

Dear Sir,
Ref.: RFP NO. SBI: GITC/ESTATE/ 865 dated 04/07/2022
**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF
CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE
MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614**

This is to certify that proposed _____ < details of services > is having the local content of _____ % as defined in the above mentioned RFP.

2. The details of location(s) at which the local value addition is made are as under:

SI No	Product details	Name of place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorised official
Name:
Company seal:

Appendix-J

BANK GUARANTEE FORMAT ***(TO BE STAMPED AS AN AGREEMENT)***

1. THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 201 by _____ (Name of the Bank) _____ having its Registered Office at _____ and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at _____ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. SBI: **GITC/ESTATE/ 865** dated 04.07.2022.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of _____ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated _____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. _____/- (Rupees _____ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of __ year(s) _____ month(s) from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs _____/-
(Rs. _____ only)
- ii. This Bank Guarantee shall be valid upto _____
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of bank.

Authorised official

Appendix-K

PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND special OF THE PROJECT

Date:

M/s.-----

Sub: CERTIFICATE REGARDING SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614

1. This is to certify that the Equipment as detailed below has/have been received and installed and commissioned :

(a) PO No.._____ dated _____

(b) Description of the Product _____

(c) Quantity _____

(d) Date of receipt of the Product(s) at site _____

(e) Date of installation _____

(f) Date of commissioning _____

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

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
--------------	--------------------	-------------------------------

3. The installation and commissioning have been done to our entire satisfaction and the Bank's staff have been trained to operate the Product.

4. Service Provider has fulfilled his contractual obligations satisfactorily.

or

Service Provider has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

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

Signature _____

Name _____

Designation with stamp _____

Other Terms and Penalties

1. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied Products in the conditions prevailing in India.
2. Warranty for all equipments and Components: Onsite comprehensive warranty for all the equipments and components including free replacement of spares, parts, as and when necessary will be 12 months from date of installation or 15 months from date of delivery, whichever is earlier.
3. On-site comprehensive warranty and AMC (If opted): The warranty and AMC (if opted) would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will warrant all the equipments / components against defects arising out of faulty design, materials and workmanship etc. for a specified warranty period. Vendor will provide support for all equipment, operating systems and other components during the warranty period. Vendor shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
4. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
 - (a) Free maintenance services during the period of warranty and AMC (if opted). Professionally qualified personnel who have expertise in the field of Central AC Plant equipments supplied by Vendor will provide these services.
 - (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at its premises.
 - (c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 24 hours.
 - (d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 48 hours of being informed of the same. In any case the Equipment should be made workable and available not later than the next working day of the Bank.
 - (e) Vendor shall ensure that the full configuration of the Equipment is available to the Bank in proper working condition viz. uptime of 98% of the time on a 12 hours x 7 days x 365 days basis.

(f) For purpose of calculating penalty, uptime is calculated as under :

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$

Total hours during the month = No. of working days x 12 hours

(g) Penalties for SLA uptime shall be as under;

S. No.	Uptime Range	Penalty
1.	98 %	0
2.	97%	0.25 %
3.	96%	0.50%
4	95%	1.0 %

(h) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the Equipment or any part thereof, during Contract period, not more than four occasions in preceding 90 days, it shall be replaced by equivalent/ superior new Equipment or part thereof by Vendor immediately at free of cost during warranty and AMC period.

(i) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repair of the Equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

(j) All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the Bank.

(k) Qualified maintenance engineers totally familiar with the Equipment shall perform all repairs and maintenance service described herein.

(l) The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and /of malfunction of the Equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

(m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.

5. Any worn or defective parts withdrawn from the Equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.

6. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the Equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.

7. If Bank desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
8. The Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for Equipment similar to that covered by this RFP.
9. If, in any month, Vendor does not fulfill the provisions of clauses 4 (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract. In such event Vendor was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.
10. Future additions of Equipment / Product :
 - (a) The Bank would have the right to:
 - i. Expand the capacity / enhance the features / upgrade the system supplied, either from Vendor, or third party, or developed in-house.

Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase Vendor cost of performing repair and maintenance service.

- (b) The warranty terms would not be considered as violated if any of 10(a) above takes place. Should there be a fault in the operations of the system, Vendor, would not unreasonably assume that the causes lie with those components /equipment's acquired from them.

AGREEMENT FOR _____ ¹

BETWEEN

STATE BANK OF INDIA, _____ ²

AND

_____ ³

Date of Commencement : _____ ⁴

Date of Expiry : _____

This document is in the nature of a general template which needs customization by concerned department depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also certain particulars such as commercials, penalties and details of the parties etc. are to be incorporated correctly while finalization of the contract. Reference notes under the draft should be deleted while publishing SLA.

In this regard, footnotes given in this document may please be referred to.

¹ Type/nature/name of Agreement.

² Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

³ The other Party (Contractor/ Service Provider) to the Agreement

⁴ Effective Date from which the Agreement will be operative.

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AGREEMENT

This agreement (“Agreement”) is made on _____ day of _____ 20__.

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department hereinafter referred to as “**the Bank**” which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

_____, a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>* having its registered office at _____ hereinafter referred to as “**Service Provider**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and Service Provider are sometimes individually referred to as a “**Party**” and collectively as “**Parties**” throughout this Agreement, and the words Party and Parties shall be construed accordingly.

RECITALS

WHEREAS

- (i) The Bank is carrying on business in banking in India and overseas and is desirous of availing services for _____;⁵
- (ii) _____;
- (iii) _____; and
- (iv) Service Provider is in the business of providing _____ and has agreed to provide the services as may be required by the Bank mentioned in the Request

⁵ Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

of Proposal (RFP) No. **GITC/ESTATE/ 865** dated 04.07.22 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 DEFINITIONS & INTERPRETATIONS

1.1 **Capitalised Terms** : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement⁶:

1.1.1 **“The Bank”** shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. *< Strike of whichever is not applicable >*

1.1.2 **“Confidential Information”** shall have the meaning set forth in Clause 7.

1.1.3 **“Deficiencies”** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

1.1.4 **“Intellectual Property Rights”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.5 **“Project Cost”** means the price payable to Service Provider over the entire period of Agreement (*i.e. Rs. _____ <in words>*) for the full and proper performance of its contractual obligations.

1.1.6 **“Request for Proposal (RFP)”** shall mean RFP NO. **GITC/ESTATE/ 865** dated 04.07.2022 along with its clarifications/ corrigenda issued by the Bank time to time.

⁶ Please define the necessary terms, properly.

1.1.7 “**Service**” means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of Service Provider covered under the Agreement.

1.2 **Interpretations:**

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this Agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.

2 **COMMENCEMENT & TERM**

2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (**Effective Date**).

- 2.2 This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the same terms and conditions.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3 SCOPE OF SERVICES

- 3.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is as follows:⁷
 - 3.1.1 _____
 - 3.1.2 _____
 - 3.1.3 _____
 - 3.1.4 _____

4 REPRESENTATIONS AND WARRANTIES

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:
 - 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
 - 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
 - 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively ‘IPR’) (including appropriate limited right of use of those owned by any of its vendors,

⁷ The Agreement should clearly define what services are to be availed/ activities are to be outsourced including appropriate service and performance standards. Please use separate Annexure/ Schedule, if required for specifying the detailed work flow and details of Services/ tasks to be undertaken by Service Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance testing, maintenance, warranty, etc.

affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.

- 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

4.2 Additional Representation and Warranties by Service Provider

- 4.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 4.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 4.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 4.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 4.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 4.2.6 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-

contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

4.2.7 _____⁸

5 RESPONSIBILITIES OF THE BANK

5.1 Processing and authorising invoices

5.2 Approval of information

5.3 _____⁹

6 RESPONSIBILITIES OF SERVICE PROVIDER

6.1 Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

6.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.

6.3 Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

6.4 _____¹⁰

7 CONFIDENTIALITY

7.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other

⁸ Please provide the details, if any in respect of the additional representation and warranties by Service Provider.

⁹ Please provide the responsibilities / duties of the Bank which are not covered elsewhere, depending upon the nature of Services.

¹⁰ Please provide the responsibilities /duties of Service Provider which are not covered elsewhere, depending upon the nature of Services.

Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement; (ii) were in its possession on a non-confidential basis prior to the date hereof; (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information; or (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

7.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange

requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

- 7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- 7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 7.3 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 7.4 Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

- 7.5 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 7.6 Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 7.7 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

8 RELATIONSHIP BETWEEN THE PARTIES

- 8.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal-Agent relationship by express agreement between the Parties.
- 8.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 8.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 8.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 8.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accident occurred due to gross negligent act of the Party in whose premises accident occurred.
- 8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

9 SUB-CONTRACTING

As per the scope of this Agreement sub-contracting is not permitted.

10 LIQUIDATED DAMAGES

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to __% of total Project Cost for delay of each week or part thereof maximum up to __% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

11 BANK GUARANTEE & PENALTY

- 11.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ valid for a period of _____year(s) _____month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 11.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 11.3 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule¹¹ specified in this Agreement.
- 11.4 Subject to clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 11.5 If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

¹¹ Please ensure that the time scheduled is suitably incorporated in the Agreement.

- 11.6 Service Provider shall be liable to pay penalty at the rate mentioned below in Annexure 'A' in respect of any delay beyond the permitted period in providing the Services.
- 11.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the Contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

12 FORCE MAJEURE

- 12.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 12.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of the Contractor and /or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 12.3 If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 12.4 If the event of Force Majeure continues beyond 30 (thirty) days, either Party shall have the right to terminate this Agreement by giving a notice to the other Party. Neither party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

13 INSPECTION AND AUDIT

- 13.1 It is agreed by and between the Parties that Service Provider be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc.

provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- 13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
- 13.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).

14 FEES, TAXES DUTIES & PAYMENTS

- 14.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

14.1.1 _____¹²

14.1.2 _____

14.2 All duties and taxes (excluding¹³_____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ <insert tax payable by the Bank> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

14.3 Payments

14.3.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

14.3.2 The Bank may withhold payment of any product/services that it disputes in good faith, and may set-off penalty amount or any other amount which Service provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

15 GENERAL INDEMNITY

15.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful

¹² Please provide the payment details.

¹³ Please determine the applicability of the taxes.

misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

15.2.1 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

15.2.2 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

16 **TERMINATION**

16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;

- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the RFP;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and subject to clause 17 Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.

16.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :

16.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

16.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.

16.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).

- 16.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 16.5 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 16.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 16.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

17 LIMITATION OF LIABILITY

- 17.1 The maximum aggregate liability of Service Provider, subject to clause 17.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 17.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- 17.3 The limitations set forth in clause 17.1 shall not apply with respect to:
- 17.3.1 claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
- 17.3.2 damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
- 17.3.3 damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
- 17.3.4 Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 17.3.2 “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or

would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

18.1 Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

18.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

18.2.1 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a ‘New Service Provider’ completely takes over the work.

18.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. _____ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

19 **ARBITRATION**

- 19.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.
- 19.2 The place of arbitration shall be at _____ and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 19.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.
- 19.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

20 **GOVERNING LAW & JURISDICTION**

- 20.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- 20.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in _____ in connection with any dispute between the Parties under the Agreement.

21 **SEVERABILITY**

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with

a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

22 POWER TO VARY OR OMIT WORK

- 22.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 22.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

23 ENTIRE AGREEMENT

- 23.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect

to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

23.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- 23.2.1 This Agreement;
- 23.2.2 Annexure of Agreement;
- 23.2.3 Purchase Order No. _____ dated _____; and
- 23.2.4 RFP

24 NOTICES

24.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

24.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

24.3 Address for communication to the Parties are as under:

24.3.1 To the Bank

24.3.2 To Service Provider

24.4 In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

25 MISCELLANEOUS

- 25.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 25.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 25.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 25.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 25.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 25.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 25.7 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Service Provider or the employees of Service Provider.
- 25.8 Service Provider agrees that the complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by Service Provider.
- 25.9 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

Service Provider

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.

ANNEXURE-A

(Please provide details of applicable penalties)

GENERAL TERMS & CONDITIONS OF CONTRACT

1.0 Définitions: -

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Consultants/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 ‘SBI’ shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Navi Mumbai 400 021 and a SBI GITC at Navi Mumbai 400706 and includes the client’s representatives, successors and assigns.

1.1.2 Consultant shall mean M/s Dikshit Consultants and Engineers Pvt. Ltd., 57/2581, Gandhinagar Kailash CHS Ltd., Opp. MIG Cricket Club, Bandra (E), Mumbai-400051 who are the Consultants appointed by the SBI at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.3 ‘The Contractor’ shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The expression ‘works or ‘work’ shall mean the permanent or temporary work description in the “Scope of work” and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.4 ‘Drawings’ shall mean the drawings prepared by the Consultants and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.5 Specifications shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the CONSULTANT.

1.1.6 “Month” means calendar month.

1.1.7 “Week” means seven consecutive days.

1.1.8 “Day” means a calendar day beginning and ending at 00 Hrs. and 24 Hrs. respectively.

1.1.9 "SBI's Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the Dy. General Manager (F&OA), Estate Department, GITC, CBD Belapur, Navi Mumbai.

1.1.10 "Complete Project Closure Report" by SBI and CONSULTANT means following conditions are satisfied and all works related to it are complete & reports closed after due repairs, replacements, trials, test, etc.

The project shall be considered complete & closed only when :

- a. Defect Liability Period (DPL) for all items of work is over : DLP is for one year from the date of virtual completion of work and
- b. Acceptance & closure of all queries & works after due rectification/replacements/ tests as referred by Chief Technical Examiner, CVC and
- c. Acceptance and closure of all arbitration, court cases, etc. as decided by the Bank, whichever is later.

1.0 Total Security Deposit

Total Security deposit, amounting to 5% of the contract value, comprising of :
Earnest Money Deposit & Initial security deposit : 2% of contract value, including EMD amount already submitted
Retention Money : 5% of contract value, including EMD & Initial SD

3.0 **Errors, omissions and discrepancies**

In case of errors, omissions and/ or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
 - a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 **Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction to be communicated through the CONSULTANT. The CONSULTANT at the directions of the SBI from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as CONSULTANT 's/SBI's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or

re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBI shall issue a letter of acceptance directly or through the Consultant by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI/ Consultant, the successful tenderer shall be bound to implement the contract and within fifteen days there of shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 **Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBI through its Consultant / consultants are the properties of the SBI. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

The SBI through its consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI through the Consultant/consultant

7.1 **Copies of agreement**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

9.0 **Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI /CONSULTANT he shall be removed from the site immediately.

10.0 **Permits, Laws and Regulations:**

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the CONSULTANT. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

11.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the CONSULTANT before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by, the CONSULTANT the contractor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBI

12.0 Protection of works and property:

The contractor shall continuously maintain adequate protection. of all his work from damage to all SBI's adjacent properties and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, Contractor Shall indemnify this to SBI in format finalised by the SBI at no extra cost.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI

13.0 Inspection of work:

The SBI / CONSULTANT or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI/CONSULTANT and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI/ CONSULTANT except the representative of public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

14.0 Assignment and subletting

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or under let the contract or any part or share there of or interest therein without the written consent of the SBI through the Consultant and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

15.0 **Quality of materials, workmanship & Test**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with consultant instructions and shall be subject from time to time to such tests as the CONSULTANT may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the consultant.

ii) **Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the CONSULTANT the contractor shall proceed with the procurement and installation of the material / equipment. The approved samples shall be the signed by the CONSULTANT for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of tests**

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) **Costs of tests not provided for**

If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the CONSULTANT to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

16.0 **Obtaining information related to execution of work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

17.0 **Contractor's Superintendence**

The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the CONSULTANT may consider necessary until the expiry of the defect liability period, stated here to.

18.0 Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

19.0 Works to be measured

The Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a representative to assist the Consultant in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the CONSULTANT shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the Measurement Book (M.B.) Should the contractor not attend or neglect or omit to depute his representative to take measurements, the measurements recorded by the representative of the CONSULTANT shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 Variations

No alteration, omission or variation ordered in writing by the CONSULTANT vitiates the contract. In case the SBI / CONSULTANT thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the CONSULTANT shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the CONSULTANT and the value of such extras, alterations, additions or omissions shall in all cases be determined by the CONSULTANT and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the CONSULTANT with the concurrence of the SBI as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a)
 - (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
 - (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the CONSULTANT of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the CONSULTANT shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Consultant) the workman's name and materials employed be delivered for verification to the consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastage etc. plus 15% towards establishment charges, contractor's overheads, and profit. Such items shall, not be eligible for escalation.

22.0 Final measurement

The measurement and valuation in respect of the contract shall be completed within two months of the virtual completion of the work.

23.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the CONSULTANT/SBI, the contractor shall ensure that the following works have been completed the satisfaction of the SBI:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the CONSULTANT/SBI and shall clear, level and dress, compact the site as required by the CONSULTANT/SBI
- d) Shall put the SBI in undisputed custody and possession of the site and all land allot by the SBI
- e) Shall hand over the work in a peaceful manner to the CONSULTANT/SBI
- f) All defects / imperfections have been attended and rectified as pointed out by the Consultants to the full satisfaction of SBI

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the CONSULTANT is satisfied of the completion of work. Relative to which the completion certificate has been sought, the CONSULTANT shall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBI's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBI against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

The SBI / CONSULTANT reserves the rights to use any portion the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

26.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date, fifteen days from the date of award of letter by the SBI/Consultants.

27.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 7 (**seven Months including Monsoon**) from the date of commencement. If required in the contract or as directed by the consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of time

If, in the opinion of the consultant, the work be delayed for reasons beyond the control of the contractor, the consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any', for the delays. The consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 8.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29. Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the CONSULTANT should the rate of progress of the work or any part thereof be at any time be in the opinion the CONSULTANT too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the CONSULTANT shall thereupon take such steps as considered necessary by the CONSULTANT to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the CONSULTANT neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the CONSULTANT at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

31.0 No compensation or restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required, the whole or any part of the work to be carried out. The CONSULTANT shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona-fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the CONSULTANT shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

“In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of CONSULTANT shall be final.

32.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the CONSULTANT whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:
 - a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
 - c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the consultant.

- i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

33 **Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the CONSULTANT shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI:

- a) To rescind the contract (of which rescission notice in writing to the contractor by – CONSULTANT shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of consultant as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the consultant shall final and conclusive) shall be borne by original contractor and may be deducted f any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the CONSULTANT will

have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

34.0 **Owner's right to terminate the contract**

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the CONSULTANT that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the CONSULTANT or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI through the Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the CONSULTANT written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the CONSULTANT that the said materials were condemned and rejected by the consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI or consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the CONSULTANT or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the CONSULTANT their agents or employees may enter upon and take possession of the work and all plants, took scaffolding, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or CONSULTANT shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receive thereof by him the SBI sell the same by publication, and after due publication, and

shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

35.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the CONSULTANT to the contractor within 10 working days from the date of certificate to payment from SBI from time to time. The SBI shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the CONSULTANT during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The CONSULTANT shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The CONSULTANT may by any certificate make any corrections required previous certificate.

The SBI shall modify the certificate of payment as issued by the CONSULTANT from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement Book (M. B.)

The Contractor shall not submit interim bills when the value of work done by him is less than Rs. 50 lakh.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and CONSULTANT shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

36.0 A. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- ii) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Consultant or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Estate), SBI, GITC, Navi Mumbai and endorse a copy of the same to the Consultant, within 30 days from the date of disallowance thereof or the date of

deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Estate)/Dy. General Manager (F &OA), in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Estate Department), /Dy. General Manager (F&OA), in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The Assistant General Manager (Estate) /Dy. General Manager (F&OA), shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Estate) /Dy. General Manager (F&OA) Submit his claims to the conciliating authority namely the DGM (F&OA)/General Manager (IT-SS) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Estate Department) /Dy. General Manager (F&OA).

- i) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the SBI for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- ii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the Arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBI Officer.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if

any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

37.0 Water Supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following condition.

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the consultant.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the CONSULTANT is unsatisfactory.

37.1 The contractor shall construct temporary well / tube well in SBI land for taking water for construction purposes only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the consultant.

38.0 Power Supply

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose.

39.0 Treasure Trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI and shall be handed over to the bank immediately.

40.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be as per specification document attached to this RFP.

41.0 Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of SBI /CONSULTANT whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

42.0 Force Majeure

- 42.1 Neither contractor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 42.2 As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.
- 42.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or wore the two parties, shall each other to decide regarding the future execution of this agreement.

43.0 Local laws, Acts Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labour legislation including the latest requirements of the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.
- xii) Current Safety and other Guidelines published in relevant CPWD Manuals.

44.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

- 45.0 The contractor's shall be bound to comply the following provision in terms of "Restrictions imposed by the Government of India, Ministry of Finance Department of

Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020”.

46.0 Extension of time:

The time allowed for carrying out the work as entered in the agreement shall be strictly observed by the contractor and shall be reckoned from the date of commencement of work. The work shall throughout the stipulated period of contract be proceeded with care and due diligence (time being the essence of the contract) on the part of the contractor. To ensure good progress of the work during the execution, the contractor shall be bound in all cases, by the time schedule submitted by him.

i) If the contractor shall desire an extension of time for completion of work on the grounds that there having been unavoidable hindrances in execution or on any other ground, he shall apply in writing in format enclosed at Annexure 4.24 to the consultant within 30 days of the hindrance on account of which he desires such extension.

ii) The Site Engineer/Consultant shall consider the application with reference to the reasonableness of the grounds cited therein and the recordings in the Hindrance register maintained at site (Proforma enclosed at Annexure 4.25). They shall thereafter forward their comments/recommendations to the consultants. The consultants shall refer the case to the Premises/Estate Department of the Bank along with their recommendations.

iii) The Premises/ Estate Department on being satisfied about the reasonableness of the request of the contractors, in terms of the relevant contract conditions, may recommend a fair and reasonable extension of time in the format enclosed at Annexure-4.26 to the authority as given in Annexure 4.27 for granting extension of time.

iv) Extension of time shall be granted before expiry of the contract period so that the contract is in force at the time of granting extension of time. Even if the contractor fails to apply for extension of time, the Site Engineer/ consultants shall bring the fact to the notice of the Estate Department.

v) While granting extension of time, it shall be clearly stipulated that the extension of time is being given without prejudice to the Bank's right to recover liquidated damages under relevant contract clause.

vi) The letter granting extension of time is to be issued by the consultants in a standard format at 4.28.

vii) If the contractors fail to complete the work within the stipulated period, the extended time as above or if the delay in completion of the work is attributable to the contractor in any way whatsoever, liquidated damages shall be recovered from the contractor's dues as stipulated in the contract. The authority to decide as to whether liquidated damages are to be levied or not is given in Annexure 4.29.

47.0 Substandard works and materials:

The contractors are required to execute all works satisfactorily and according to the specifications.

i) If any material or work is found to be unsound, imperfect, or inferior, from what is specified in the contract, the contractor shall be advised to rectify or re-execute the work or remove the material as the case may be within a reasonable time depending upon the nature of work. If the contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the contractor's risk and cost as per the provisions of the contract. The form of letter to be given to the contractor in regard to rectification of defective work and removal of substandard material is given in Annexure 4.30.

ii) Under certain exceptional circumstances, when the substandard work done cannot be rectified or redone because of structural or other constraints, the matter shall be reported to the consultants and Estate Department and if it is subsequently decided to accept the said work, payment for such work shall be allowed at a reduced rate arrived at keeping in view the nature and extent of deviation from the specifications or drawings.

48.0 DELINQUENCIES

The under noted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contractor will attract disqualification action.

- Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- Non-submission of the fresh / latest income tax clearance certificate
- Irregular tendering practice.
- Submission of tender containing far too many arithmetical errors and freak rates.
- Revoking a tender without any valid reasons.
- Tardiness in commencing work
- Poor organization at site and lack of his personal supervision
- Ignoring Bank's notices for replacement / rectification of rejected materials, workmanship etc.
- Violating any of the important conditions of contract i.e. site facilities, insurance, labour laws, ban on subletting etc.
- Lack of promptitude and co-operation in measurement of work and settlement of final account.
- Non-submission of vouchers and proof of purchases etc.
- Tendency towards putting up false and untenable claims.
- Tendency towards suspension of work for frivolous reasons.
- Treatment of labour
- Bad treatment of sub-contractors (piece workers) and unbusiness like dealings with suppliers of material.
- Lack of co-operation with nominated contractors of Bank
- Contractors becoming Bankrupt or insolvent.
- Contractor's conviction by a Court of Law.
- Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

48.1 DISQUALIFICATION ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR

The award of the under noted disciplinary action shall be considered.

- Placing embargo on issue of tenders or temporary suspension from the Bank's approved list.
- Permanent ban on issue of tenders and removal from the Bank's approved list.

48.2 PROCEDURE

- Correspondence on this subject shall be initiated (marked confidential) by the concerned Engineer in charge of project who discovered the contractor's misdemeanors / delinquencies etc.
- The correspondence shall contain facts and proofs and not mere suspicions.
- No disqualification action shall be taken against a contractor by an officer below rank of DGM or the authority who have accorded approval for empanelment of pre-qualification.
- Record of disqualification action taken against contractors shall be maintained in a separate file as also in the concerned contractor's dossier.

50.0 Observance of Contract Labour Act 1970

Various provisions of the Contract labour Act 1970 and the rules made there under cast certain obligations on the Bank in respect of Bank's Projects under construction at various centers. Under the Act, the Dy. General Manager (F&OA) of Estate Department would be considered as the "Principal Employer", even though the labourers are employed by the building contractor. The Act applies to every establishment in which twenty or more workmen are employed or were employed on any day of the preceding 12 months as contract labour. A workman shall be deemed to be employed as contract labour in connection with the work of an establishment when she/he is hired in connection with such work through a contractor with or without the knowledge of the principal employer.

However, in the cases of package deal agreements, it would not apply until the builder/vendor is deemed to be a contractor after execution of Deed of Conveyance, if so provided in the agreement. The Act also does not apply to the work of gardening, maintenance of residential

colonies and services therein. Such arrangements need not be included in the records to be maintained under the Act and rules made thereunder. During the construction of a project the "Principal Employer" shall comply with certain provisions of the Act in so far as they are applicable to the particular case. These provisions relate to-

(i) Registration of Establishment (Section 7).

The principal employer shall make an application to the registering officer in the prescribed manner for registration of establishment. The application for registration shall be made in triplicate in Form No.1 (Ref. Annexure 4.11) to the registering officer of the area in which the establishment sought to be registered is located. The application shall be accompanied by the Treasury receipt showing payment of fees for the registration of the establishment. The application shall be either personally delivered to the registering officer or sent to him by registered post. The employer can not employ the contract labour in his establishment unless he registers under Section 7 of the Act.

(ii) Maintenance of registers and other records (Section 29).

The following registers and records are required to be maintained by the Principal Employer:

- a) Register of contractors in Form XII of the Contract Labour (Regulation & Abolition) Control Rules 1971 (Refer Annexure-4.12).
- b) Notice showing the rates of wages, hours of work, wage period, dates of payment of wages, names and address of the Inspectors having jurisdiction and date of payment of unpaid wages, shall be displayed in English and in Hindi and in local language, in conspicuous places at the work site.
- c) Return intimating the actual date of the commencement or completion of each contract work, under each contractor, shall be submitted to the Inspector within 15 days from the commencement or completion of the work as the case may be. The return shall be filed in Form No.VI B (Refer Annexure 4.13).
- d) The annual return in duplicate in Form No. XXV (Annexure 4.14) shall be submitted to the Registering Officer concerned so as to reach him not later than the 15th February following the end of the year to which it relates.

All the registers, records and notices shall be produced on demand before the Inspector or any other authority under the Act.

(iii) Responsibility of payment of wages of workmen (Section 21).

Every principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in the prescribed manner. The authorized representative shall record under his signature, a certificate at the end of the entries in the Register of wages or in the Register of wage and Muster Roll, in the following form.

"Certified that the amount shown in Column No. ____ has been paid to the workmen concerned in my presence on _____ at _____."

The Contractor shall be advised to disburse the wages in the presence of the authorized representative. If the contractor fails to make payment of wages within the prescribed period or makes short payment, the principal employer shall be liable to make payment of wages in full or the unpaid balance due to the contract labour employed by the contractor and recover the amount so paid from amounts payable to the contractors.

(iv) Welfare measures (Sections 16 to 19)

The welfare measures like canteen, rest rooms and other facilities to the contract labour are required to be provided by the contractor himself, but if any of the facilities is not provided by the contractor, then it shall be provided by the employer within 7 days of the commencement of the employment of contract labour. However, all expenses incurred by the Bank in providing the amenity shall be recovered from the Contractor either by deductions from any amount payable to the contractor or as a debt payable by the contractor.

(v) Penalty for contravention (Section 22 to 27).

- i. Whoever obstructs an Inspector in the discharge of his duties under the Act or refuses or willfully neglects to afford the Inspector any reasonable facility for making any inspection, examination, enquiry or investigation authorised by or under the Act in

relation to an establishment, shall be punishable with imprisonment for a term which may extend to 3 months or with fine which may extend to Rs.500/- or with both.

b)The contravention of any provision of the Act or of the rules made thereunder or contravention of any condition of a license granted under the Act is punishable with imprisonment which may extend to 3 months or with fine which may extend upto Rs.1000/- or with both.

The Site Engineer/Consultant shall ensure that all the obligations under the relevant provisions of the Act including obtaining licenses by the contractor under Section 12 of the Act are complied with. Before releasing the contractor's final payment, they shall also ensure that the contractors have paid all dues to their contract labour.

SPECIAL CONDITIONS OF CONTRACT

1.0 Tools, Storage of Materials, Protective Works and Site Office Requirements

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and for storage of tools, etc. and clear away the same on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects and made available to the SBI/ Consultant for inspection or such other purposes they may require.

The contractor shall provide at his own cost all artificial light required to complete the work within the specified time.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc. required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these convenience.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cistern, water tanks etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Owner against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structure other than those approved by the Owner.

Protective Measures : The contractor from time to time of being placed possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Owner against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of Materials : The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of materials etc. and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

Tools :

All measuring tapes shall be of steel. Suitable scaffolding and ladders that may be required for safe working and taking measurement shall be supplied by the contractor.

The supervisors on the works shall always carry with them a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. Electrical Supervisors shall also carry one test lamp with leads and one neon tester and necessary working instruments. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by nominated sub-contractors for their work.

2.0 Removal of Improper Work

The Owner shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the SBI / Consultants are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Owner shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the SBI/ Consultants shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Consultants shall relieve the contractor from his liability in respect of unsound work or bad materials.

3.0 Dismissal of Workmen

The contractor shall on the request of the Owner immediately dismiss from works any person employed thereon by him, who may in the opinion of the Owner be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Owner or any of their officer or employee.

4.0 Substitution

Should the contractor desire to substitute any materials and workmanship, they must obtain the approval of the Bank/Project consultant in writing for any such substitution well in advance. For materials designated in the specifications indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Bank/consultant shall be obtained in writing.

5.0 Inspection on Completion

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Owner that he has completed the work and it is ready for inspection.

6.0 Defects after Completion

The contractor shall make good at his own cost and to the satisfaction of the Owner all defects and other faults which may appear within 12 months after completion of the work. In default, the Owner may employ other persons to amend and make good such damages, defects etc. Expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Owner from any money due to the contractor. In the event of the amount being insufficient the Owner may recover the balance from the contractor, from the amount retained under Clause No. 1 (Total Security Deposit) of General Conditions of Contract together with any expenses the Owner may have incurred in connection therewith.

5.0 Idle Labour

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

6.0 Guarantee for the Specialized Works

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialised agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/ guarantees for any item/items for a period of more than 12 months, the guarantee/ guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

7.0 Declaration

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Additional Conditions for Electrical Installation, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Owner/Consultants to ensure completion of same within the target date as mentioned in the tender document.

Signature of Tenderer

Witness :

Address :

Date :

NON-DISCLOSURE AGREEMENT

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;
And

_____ a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at _____ (hereinafter referred to as “_____” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;
And Whereas

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

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

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

1. Confidential Information and Confidential Materials:

- (a) Confidential Information 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 free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (b) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result

of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - i. the statutory auditors of the either party and
 - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) 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.

3. **Rights and Remedies**

- (b) 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.
- (c) 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.
- (d) 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 (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - i. Suspension of access privileges
 - ii. Change of personnel assigned to the job
 - iii. Termination of contract
- (e) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and 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's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or willful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or

advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties.

5. **Suggestions and Feedback**

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 _____ (Month) 20__ at _____(place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Pre-Bid Query Format

(To be provide strictly in Excel format)

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Format for Submission of Client References

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorised signatory

Seal of Company

APPENDIX Q : INFORMATION FOR VENDOR AUDIT

Name of Vendor:

Sr. No.	Category	Risk	Risk Category	Risk Rating	Checklist	Exceptions noted (Yes/ No/ Nap)	Auditor's remarks
1	Staffing and Recruitment	The vendor must perform Background Verification and criminal checks to ensure that the information provided by the personnel is valid and that the personnel has not been involved in any prior criminal activities.	Operational Risk	High	1. Does the vendor organization perform appropriate background verification and criminal checks through Police verification for employees? 2. Whether reference check is done for all employees, within the specified time period and are records maintained for the same?		
2	Staffing and Recruitment	The vendor must comply with the Labour laws which may lead to reputational risk and may attract penalty too.	Regulatory/ Reputational risk	High	1. Whether the vendor has obtained registration under the various labor laws 2. Whether the vendor has paid proper wages to his employees? 3. Whether the vendor has paid ESIC, PF, Gratuity, Pension, etc. to the employee/ funds accurately and within the due date?		
3	Safety and security	Safety and Security at workplace	Operational Risk	High	1. Whether vendor has its own Safety and Security Policy complying Government safety guidelines? 2. Whether there is a defined periodicity of review of the above Policy and is followed?		
4	Business continuity Planning (BCP)	Vendor should have a robust BCP, thereby impacting the services to Bank in an adverse event.	Operational Risk	High	1. Whether the vendors have a robust BCP plan ? 2. Whether events/ failures that could cause interruptions to services are identified? 3. Whether the vendors have full fledged service centre with the BCP plan ? 4. Whether the BCP is reviewed at least every year or upon receipt of any advices from Regulator or Incident?		

5	Process	Non-adherence to contracted terms and conditions with regards to maintenance of critical logs Possibility of stock out for spares of essential kits or parts of the equipment	Operational risk	High	1. The vendor should maintain the log of problem reported, solution provided/date on which problem solved etc. 2. The vendor should maintain the inventory of adequate spares to meet the requirements 3. The vendor should maintain log of all components replaced/repaired 4. The vendor should ensure that the spares are original and as per the standard configurations		
6	Process	Risk of vendor' personnel (AC Plant Operators/Technicians) not deployed at site as per contracted terms	Operational Risk	High	1. Check controls around monitoring presence of vendor's dedicated personnel onsite as per contract requirements		
7	Process	Non-adherence to contracted terms and conditions with regards to maintenance of minimum uptime .	Operational Risk	High	1. The vendor should ensure Minimum uptime of 98% on 12*7*365 basis		
8	Process	Non-adherence to contracted terms and conditions with regards to TAT adherence (web performance monitoring)	Operational Risk	High	The vendor should provide escalation matrix to SBI and the same is updated from time to time.		

APPENDIX- R**DRAFT BUSINESS RULE DOCUMENT OF ONLINE REVERSE AUCTION****TENDER FOR SUPPLY,INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614****(Tender ID : GITC/ESTATE/ 865)**

BUYER NAME	State Bank of India (SBI) DGM (F&OA), State Bank Global IT Centre CBD Belapur Navi Mumbai 400614
AUCTION TO BE CONDUCTED BY	M/s Antares Systems Ltd (ASL) 24, 1st Floor, Sudha Complex 3rd Stage, 4th Block Basaveshwara Nagar Bengaluru, Karnataka 560079 Website: www.tenderwizard.com/SBIETENDER
DATE & TIME OF AUCTION	Auction Start Date & Time:----- hrs. Auction End Date & time: ----- hrs. Duration : 60 Minutes (Afterwards unlimited Extensions of 5 minutes Each)
DOCUMENTS ATTACHED	(A) Business rules for Reverse Auction (B) Terms & conditions of Reverse Auction (C) Annexure - I (D) Process Compliance Statement (Annexure II) (E) Price Confirmation Letter (Annexure III) (F) Price break up (Annexure IV) (G) Contact Information
SPECIAL INSTRUCTIONS	Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the bidder, in such cases.

(A) Business rules for Reverse Auction:

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to "REVERSE AUCTION PROCEDURE" i.e. ON LINE BIDDING on INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. SBI have engaged the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. Business rules like event date, time, extensions, etc. also will be communicated through service provider for compliance.
4. Bidders have to send the mail the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the bidder will not be eligible to participate in the event.
5. Reverse auction will be conducted on schedule date & time.

6. At the end of reverse auction event, the Successful lowest bidder value will be known on the network.
7. The final rates of the items (Break up of items) shall be calculated in ratio of total **amount quoted by the lowest bidder through reverse auction process and the amount quoted for various items in indicative price bid (an example attached for ready reference at annexure-V)**
8. The Successful lowest bidder has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of auction without fail.
9. The reverse auction 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 Reverse Auction:

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s Antares System Ltd who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same.

1. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders 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 reverse auction successfully. Failure of power at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and SBI is not responsible for such eventualities.

While it is the responsibility of the bidder to ensure continuity of power, internet connectivity and other paraphernalia requirements, the bidders may approach the service provider or the Bank in case of any problem related to only e-auction application (request for any other reason will not be entertained) immediately after facing such problem. In any case, requests or complaints received by the service provider or SBI after the completion of the auction time will not be entertained.

2. ASL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. 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 Auction.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.
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. At the end of the reverse auction, Successful bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure II & III respectively.

7. Procedure of Reverse Auction:

i. Online English Reverse (no ties) Auction {Reverse Auction}:

- **OPENING PRICE & BID DECREMENT AMOUNT:** SBI will declare its Opening Price (OP), which shall be visible to the all bidders during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value. It will not be possible to place tie bids after the first online bid.
 - The bid decrement amount shall be specified by SBI.
 - **DURATION OF AUCTION:** English Reverse (no ties) shall be for a period of 60 minutes. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. **In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.** Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last minutes of the closing of the auction as specified by Bank, the auction shall get extended automatically for another 5 minutes for all the items in the auction. There are maximum six Extensions of 5 Minutes each.
 - If no bids are received during the Bid duration, the details of subsequent process will be communicated by Bank. **Fresh reverse auctions may be conducted after intimating the qualified bidders through e mail on same day or any working day.**
 - However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, closure of reverse auction after reaching minimum price etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE HAPPENS, THE SAME SHALL BE COMMUNICATED TO YOU.)
8. Successful bidder shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

9. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
10. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not supply as per the rates quoted, SBI shall take action as appropriate.
11. LOG IN NAME & PASSWORD: Bidders have to use User Name & Password they already have for e-tendering. Bidders can change the Password after the receipt of initial Password from tender wizard. At the time of login, they have to select **Auction** from the dropdown of Tender/Auction and select **Reverse Auction** on the next screen from Reverse Auction/Forward Auction selection. All bids made from the Login ID of the bidder will be deemed to have been made by the bidder.
12. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - a. Leading Bid in the Auction
 - b. Bid Placed by you
 - c. Auction Opening Price & bid decrement amount
 - d. Your rank in the auction
13. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. If a bidder backs out and does not make the supplies as per the rates quoted, SBI shall take action as appropriate.
14. LOWEST BID OF A BIDDER: In case, the bidder submits more than one bid, the lowest valid bid will be considered as the bidder's final offer to execute the work.
15. At the end of the Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
16. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
17. SBI/ASL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
19. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.
20. AUCTION TYPE: English Reverse Auction - No Ties Auction
21. AUCTION WINNER: At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.
22. 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 SBI to any other party.
- SBI's decision on award of Contract shall be final and binding on all the Bidders.
- SBI along with ASL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ASL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ASL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ASL is not responsible for any damages, including damages that result from, but are not limited to negligence. ASL 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 Bidders are required to submit the Process Compliance Statement (Annexure-II) duly signed to M/s Antares System Ltd.

- All bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

(C) ANNEXURE- I - The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

**DESCRIPTION: TENDER FOR SUPPLY,INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614
(Tender ID : -----)**

REF:

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
Supply, Installation, Testing, Commissioning and Maintenance of Central Air Conditioning Plant Under Buy Back at SBI, Global IT Centre Main Building, Belapur (Navi Mumbai)-400614	As per RFP	Will be displayed On Auction screen	Will be displayed On Auction screen	As Above	As Above

Note: The final rates of the items (Break up of items) shall be calculated in ratio of total amount quoted by the lowest bidder through reverse auction process and the amount quoted for various items in indicative price bid (an example attached for ready reference at appendix F)

(D) Process Compliance Statement (Annexure II)
(Bidders are required to print this on company's letter head with sign and seal)

To,
M/s Antares System Ltd
24, 1st Floor, Sudha Complex
3rd Stage, 4th Block, Basaveshwara Nagar
Bengaluru, Karnataka 560079

Sub: TENDER FOR SUPPLY,INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614
(Tender ID : -----)

REF:

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document, the undersigned is authorized representative of the company.

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our acceptance to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ASL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-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 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 reverse auction and the format as requested by SBI/ASL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Send the scan copy to vanishree@antaressystems.com

(E) Price Confirmation Letter (Annexure III)
(Bidders are required to print this on company's letter head with sign and seal)

To,
M/s Antares Systems Ltd
24, 1st Floor, Sudha Complex
3rd Stage, 4th Block, Basaveshwara Nagar
Bengaluru, Karnataka 560079

Sub: **TENDER FOR SUPPLY,INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI, GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614**
(Tender ID : GITC/ESTATE/ 865)

REF: Reverse Auction Date: ----- .2022

Dear Sir,

We confirm that we have quoted.

----- and its break up is attached in annexure IV
(Calculated as per example given in appendix F).

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

(F) Price break up (Annexure IV)

Price Break up (Calculated as per example given in appendix F)

As per tender document provided by Bank

**TENDER FOR SUPPLY,INSTALLATION, TESTING, COMMISSIONING AND
MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT UNDER BUY BACK AT SBI,
GLOBAL IT CENTRE MAIN BUILDING, BELAPUR (NAVI MUMBAI)-400614**

(Tender ID : GITC/ESTATE/ 865)

(G) Contact Information

Antares System Ltd.	State Bank of India
<p>M/s Antares Systems Ltd 24, 1st Floor, Sudha Complex 3rd Stage, 4th Block, Basaveshwara Nagar Bengaluru, Karnataka 560079</p> <p>Shri Kushal Kushal.b@antaressystems.com Contact No.9674758719 Contact No : 8951944383 080-40482100 / 1800-3096630 / 9044314492/ 9073677150/ 151 / 152 / 9674758506 / 9674758723 / 26 / 033 4604 6611</p>	<p>State Bank of India (SBI) DGM (F&OA), State Bank Global IT Centre CBD Belapur Navi Mumbai 400614 E mail: dgmit.fnoa@sbi.co.in</p> <p>Officer Name : Arvind Kumar Sahu Mobile: 9769008435 Email: agmelectrical.gitc@sbi.co.in</p> <p>Officer Name : Sh. Rajan PV Mobile: 9867568247 Email: rajan.veluswamy@sbi.co.in</p>

APPENDIX: S

SCOPE OF THE CAMC SERVICES AND MANPOWER FOR OPERATION etc.:

1.1.1 Agency shall strictly comply with all requirements of labour and such other statutory laws in relation to the services to be provided and the personnel engaged by it and he shall be solely responsible for all acts of the said personnel so enrolled/engaged and shall and will not be any privities of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Agency. The Bank shall not be liable / or answerable for any claims or demands which may be raised by the personnel so engaged by the Agency and it shall be the sole responsibility and liability of the Agency to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

1.1.2 Agency shall be responsible for the good conduct and performance on the part of his personnel and the Agency shall and be deemed for all legal and contractual purposes, the employer of the said personnel engaged by it and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. The Agency will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services who may be unsuitable or incompetent, or whose conduct is not trustworthy or who misbehaves and or not courteous with the employees of the Bank or its customers or third parties.

1.1.3 Agency shall be responsible for the training, allotment of duties, hours of work and timing to the engaged personnel for the purpose. The Agency shall alone have the right to exercise control, give direction and manage the personnel engaged for the purpose.

1.1.4 Agency shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz, supervisors, skilled/unskilled and others etc.

1.1.5 Agency shall obtain adequate Insurance Policy in respect of the personnel engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents. The Bank shall not be liable for any claims / demands made by the personnel to be engaged by the Agency or for any injury or death took place at the premises of the Bank.

2. Nature of Work for CAMC

The CAMC contract includes comprehensive maintenance of 3 Nos. water cooled screw chillers (240 TR or more each) & its associated equipment's, AHUs, etc. at the said premises.

3.The Scope of Work for CAMC

3.1.1 Scopes of works in contract type – Comprehensive Annual Maintenance Contract (ZCM) of Central Plant – Water cooled Chillers including low side equipment.

3.1.2_Water-cooled screw chillers-3Nos of capacity 240 each & its associated equipment's like cooling tower -3 Nos, condenser pumps, chiller pumps, AHUs etc.

3.1.3. Carrying out quarterly inspection of **equipment's like all AHUs**, as a part of **Preventive Maintenance (PM)** in accordance with relevant PM checklists and as per schedules that will be prepared upon activation of contract. The salient features in these checklists are as follows:

- a. Checking the central AC or Refrigeration system and equipment such as compressors, motors, pumps, cooling towers and their electrical controls on the respective equipment.
- b. Checking the refrigeration system for any leaks.
- c. Checking the electrical and refrigeration control system for operation and adjustments of set values as necessary.
- d. Lubrication of all necessary points in the system & its components in line with the checklist.
- e. Changing of parts whole units such as chiller, control panel, reciprocating compressors, screw compressors, centrifugal compressors, motors etc. or repairing or re-calibration as may be necessary.

3.1.4 Carrying out - once in a year, chemical or manual (tube brushing) de-scaling of water-cooled condensers.

- f. Chemical de-scaling will not be done when manual brushing of condenser tubes will suffice; this enhances the life of the condenser.

3.1.5 Carrying out - once in a year, external cleaning (chemical or with plain water) of evaporator coils, chilled water coils in AHUs, condenser coils in air-cooled equipment, cooling tower basin, troughs, fills without detaching them from the system.

3.1.6 Carrying out – once in a year, testing of lubricant and water (chilled water system and water-cooled condensing systems only) samples.

3.1.7 Lubricants will be changed as per schedule prescribed in the maintenance manual of the equipment concerned or if the sample indicates un-acceptable quality. Quality limits are as per prescriptions by the equipment or lubricant manufacturers, whichever is higher.

4 Attending to breakdown calls.

4.1 Parts and consumables will be provided free of charge in normal circumstances.

4.2 So will be the case for any misuse or incorrect operation or alterations or tampering of the safety set points of the equipment involved, the charges of spares to be beard by Bank.

4.5 Publishing an annual report for improvements if any.

4.6 The other terms & penalties etc. are as per “Annexure L”

5. Nature of Work for Operation

- a) The contract includes operation of 3 Nos. water cooled screw chillers, Cooling Towers, AHUs at all floors, Related Electric Panels, Chiller Controller (Plant Manager) etc. and other existing AC systems installed in the GITC building etc.
- b) The services will be provided for 365 days about 16 Hrs per day. .

- c) Providing two Operators (Minimum ITI qualified and 3 years experience in the field of operation/ maintenance of Central AC Plants) in shifts (Say one from 8.00 am to 4.30 PM and second from 2.0 PM to 10.30 PM) and one Operator/AC Technician (5 years experience) from 9.00 am to 5.30 PM.
- d. 16 hours x 7days a week x365 days Operation by at least ONE Technician in shifts
- (e) Timely relief arrangement will have to be made well in advance, when any of the Operator/ Technician proceed on leave.

5.1.1 The Scope of Work for Operation

- 5.1.2 Day today operation of central air – conditioning 3 Nos. water cooled screw chillers & HVAC equipment, Cooling Towers, AHUs at all floors, Related Electric Panels, Chiller Controller (Plant Manager) and other existing AC Systems at GITC in the Building etc.
- 5.1.3 Continuously monitor & hourly recording the readings in logbook related to screw chiller, various parameters of chillers, chilled water pumps, cooling water pumps and recording abnormalities observed of the plant in the log book and inform OEM/SBI about the irregularities, rectification of their faults etc.
- 5.1.4 Regular checks for leakage in the refrigerant and water circuit.
- 5.1.5 Checking for oil by viewing sight glass bihourly.
- 5.1.6 Regularly clean and keep the plant room area in neat and tidy condition.
- 5.1.7 Agency shall strictly comply with all requirements of labour and such other statutory laws in relation to the services to be provided and the personnel engaged by it and he shall be solely responsible for all acts of the said personnel so enrolled/engaged and shall and will not be any privities of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Agency. The Bank shall not be liable / or answerable for any claims or demands which may be raised by the personnel so engaged by the Agency and it shall be the sole responsibility and liability of the Agency to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.
- 5.1.8 Agency shall be responsible for the good conduct and performance on the part of his personnel and the Agency shall and be deemed for all legal and contractual purposes, the employer of the said personnel engaged by it and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. The Agency will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services who may be unsuitable or incompetent, or whose conduct is not trustworthy or who misbehaves and or not courteous with the employees of the Bank or its customers or third parties.
- 5.1.9 Agency shall be responsible for the training, allotment of duties, hours of work and timing to the engaged personnel for the purpose. The Agency shall alone have the right to exercise control, give direction and manage the personnel engaged for the purpose.
- 5.1.10 Agency shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz, supervisors, skilled/unskilled and others etc.
Agency shall obtain adequate Insurance Policy in respect of the personnel engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and

punctually pay each and every premium as and when the same shall become due during the currency of these presents. The Bank shall not be liable for any claims / demands made by the personnel to be engaged by the Agency or for any injury death took place at the premises of the Bank.