



STATE BANK OF INDIA

REQUEST FOR PROPOSAL (RFP)

**E TENDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE SAFETY,
SECURITY SYSTEM MANAGEMENT OF SBI GITC & ITS ANNEX PREMISES LOCATED
IN NAVI MUMBAI -400614**

(Part-1 Technical bid)

Ref: SBI/GITC/ESTATE /904 Dated: 05-11-2022

The Assistant General Manager (Estate)

State Bank of India

First Floor, 'C' Wing, Global IT Centre,

Plot no. 8, 9, & 10

Sector – 11, CBD Belapur,

Navi Mumbai – 400 614

Name of The Bank’s Empanelled Vendor-

Address:
.....
.....

GSTIN:

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NOTICE INVITING E- TENDER

State Bank of India, GITC, CBD Belapur, Navi Mumbai invite two-bid e-tenders from Bank's empanelled contractor at Mumbai metro circle for work category above Rs. 50 lakhs & up to Rs. 100 lakhs for Integrated facility management will be eligible to participate.

The other details of the tender are as under:

1.	Tender ID number	E-TENDER ID NO : SBI/GITC/ESTATE/904
2	Name of Work	Tender for Annual Maintenance Contract (AMC) for Fire Safety, Security System Management of SBI, GITC & its annex premises located in Navi Mumbai. Premises – GITC, Railway Station, Balaji Bhavan, Kapas Bhavan, Revive Reality Juinagar, MTNL & SBI Colony Nerul.
3	Earnest Money Deposit (EMD) (Note : The bid can only be submitted after deposition of EMD)	Rs. 85,000/- 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, Belapur Note : EMD to be deposited on or before the time and last date of submission of the technical bid.
4.	Security Deposit	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of Fixed Deposit issued by any SBI Branches. Or Bank guarantee issued by any Nationalized/scheduled commercial bank favoring "State Bank Of India" payable at Mumbai. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Commercial Bank as per the Bank's approved format.
5	Date of availability of tender documents on Bank's website / e-tender portal	From – 05.11.2022 to 28.11.2022 up to 03.00 PM Bank's Website: https://bank.sbi/web/sbi-in-the-news/procurement-news and e-Tender Portal:

		https://etender.sbi
6	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	Up to 12:00 noon on 15.11.2022 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail- FO.GITC@SBI.CO.IN & AGMESTATE.GITC@SBI.CO.IN ,
7	Pre-Bid Meeting	At 03:00 PM on 17.11.2022 At SBI GITC, CBD Belapur. (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
8	Date of posting of clarifications on the Bidder's queries.	At 03:00 PM on 18.11.2022
9	Date and Time of submission of Online Technical (including EMD) and indicative price bid.	From – 28.11.2022 by 03.00 PM To be submitted online on e-tender portal https://etender.sbi Note: 1. *The bidder has to submit a copy of the latest Circular published by the competent authority in support of minimum wages prevailing as per Central Govt. applicable for public sector banks. 2. It is sole responsibility of the bidder to ensure submission of their EMD by the stipulated date and time at specified SBI account failing which they will not be allowed to participate in E-tendering. The proof of the same is to be uploaded at https://etender.sbi mentioned UTR NO./TRANSACTION NO. 3. The Bid is to be submitted separately for technical and indicative Price on portal of https://etender.sbi
10	Date and Time of Opening of Online Technical Bid	03.30 PM on 28.11.2022 on e-tender portal – https://etender.sbi
11	Date and Time of Opening of Online Price Bid	On date 29.11.2022 on e-tender portal – https://etender.sbi
12	Contact Person of e-tender service provider for any clarification regarding e-tender procedure, system requirement, digital signature etc.	<u>E-Tender Agency:</u> M/s E-procurement Technologies Limited A-201/208 Wall Street-II, Opp. Orient Club, Near Gujarat College, Ahmedabad – 380006, Gujarat (India)

		<p>Email: jay.v@eptl.in & shaikh@eptl.in</p> <p>Mobile No. 9265562819/ 9374519729/ 9510812960 / 9510812971</p> <p>for</p> <p>AGM (Estate), State Bank of India Global Information Technology) (hereinafter mentioned GITC), First Floor, 'c' wing State Bank Global IT Center, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi Mumbai 400614. Email: - Landline No- 022-27535903/ 022-27537410</p> <p>Mobile No. 8823046635/ 9425505016 /9934646585</p> <p>agmestate.gitc@sbi.co.in & fo.gitc@sbi.co.in</p>
13	Address for Communication	<p>Assistant General Manager (Estate) State Bank of India, Global IT Centre, 1st Floor, C-Wing, Plot No,8,9, &10, Sector No. 11, CBD, Belapur, Navi Mumbai-400614 022-27535903/ 022-27537410</p> <p>Mobile No. 8823046635/ 9425505016 /9934646585</p> <p>agmestate.gitc@sbi.co.in & fo.gitc@sbi.co.in</p>
14	Validity for Offer	90 days from the date of opening of price bid
15	Date of Commencement of Work	1 st Day of Succeeding month of the Work Order
16	Penalty/Liquidated damages	As per relevant clause in the tender document
17	Period of Honoring Payment Certificate	15 days from the date of receipt of bill on monthly basis (excluding Sunday and Public Holidays).
18	Insurance	As per insurance clause of the tender document
19	Award of Contract	Work shall be award to eligible/qualified L-1 bidder

19. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

20. The participation in the online price bidding process shall be restricted to the bidders qualified in Technical bid only.

21. SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

22. The bidders disqualified/debarred/terminated by the SBI during the last three years from any of their projects on account of unsatisfactory performance/pending non -issues compliance of labour law related any shall not be eligible to apply/quote.

23. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate, if found eligible, in the online price bidding event.

24. The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT/ENCLOSURES” in their applications and annexures to avoid rejection of their applications.

25. Conditional tenders shall be summarily rejected.

26 Any corrigendum / addendum in the matter will be published only on Bank’s website and e-tender service provider portal.

27. For any clarifications regarding e-Tendering procedure, system requirements etc. please contact M/s. E-procurement Technologies Limited, whose contact details are mentioned in the NIT.

Assistant General Manager (Estate)

Pre-requisites for E-Tendering

All documents related to the RFP are available on the e-tendering portal <https://etender.sbi>. Bidders must note that this, being E-tender, Bids received online on E-tendering portal shall be considered. Any Bid submitted in paper form will not be received and shall be summarily rejected. To participate, Bidder(s) is/are advised to register with following steps:

Step 1: Bidder's Registration

- Go to website: <https://etender.sbi> or
- Click on "Register for e-Tender" button.
- Create your desired User ID and fill in Company Details.
- Vendor in possession of DSC Class III may insert Digital Signature Certificate token in computer's USB drive, and click on "Update Digital Signing Certificate Serial No. From USB token". A new PKI based "Signer Certificate" window will open. Browse your Signer Certificate, enter token password and click on Register.
- For those without DSC, it is advised to apply for the DSC.
- Do not enter special character(s) in any field except "Email Address", "Website (URL)" and "Alternative Email Address".
- Then click on "Create profile".
- You will be forwarded to "Document Upload" screen. Upload documents as specified in previous page. After uploading is completed, click on "Finish Upload".
- The User ID and system generated password with payment confirmation will appear on the next screen which can be printed for future reference.
- Check registered email ID. Click in the link "Click to verify" to validate the email ID.
- To enable the User ID, forward the registration acknowledgement copy to helpdesk from registered email ID.

Step 2: Digital signature (known as "Digital Signature Certificate")

- Applying Class III Digital Signature Certificate: (token issued upon registration)
- 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).
- Bidder's manual & system requirement is available on website <https://etender.sbi> for necessary help.
- Bidders may contact e-tendering representative at (9265562819/ 9374519729/ 9510812960 / 9510812971) for any assistance.

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. --- SBI: dated ----

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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 provide Services 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 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 services/items 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 Annexure -K 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. **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.**
- ix. **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.**
- x. **We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.**
- xi. **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.**

- xii. 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. 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 ..... 2022

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*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_ Seal of the company.

**APPLICATION FORM**

|   |                                                                                                                                                                                                                            |                                                                                                                                     |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Name of the Organization                                                                                                                                                                                                   |                                                                                                                                     |
| 2 | Full Postal Address of Organization with Pin code                                                                                                                                                                          |                                                                                                                                     |
| 3 | Contact Details<br>(i) Contact Person .....<br>(ii) Phone No. ....<br>(iii) Mobile No. ....<br>(iv) E-mail ID .....                                                                                                        |                                                                                                                                     |
| 4 | Details of Similar works completed during the last 5 years in Scheduled Banks, Financial Institutions, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Corporations. | Please fill up enclosed Annexure 'C' & enclose copies of Work Orders and Satisfactory Completion Certificates (as per Annexure 'E') |
| 5 | Details of Similar works under execution / awarded in Scheduled Banks, Financial Institutions, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Corporations.         | Please fill up enclosed Annexure 'D' and enclose copies of LOI / Work Order / Agreement                                             |

Note: Please enclose separate sheets for additional information, photographs, and documents

Signature of the applicant with seal

Date:

Place:

Annexure – ‘C’

DETAILS OF ALL ‘SIMILAR’ WORKS COMPLETED DURING THE LAST FIVE YEARS  
ENDING BY 31.10.2022

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate  
Obtained from the Clients)

| S. No. | Name of Work | Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID) | Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank | Date of Agreement with Client | Location and Scope of the Work | Actual Value of the Work | Date of commencement as per contract & actual date of Commencement | Stipulated Date of completion & Actual date of completion | Litigation/ Arbitration pending/ In progress with details (if any) |
|--------|--------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------|--------------------------------|--------------------------|--------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------|
|        |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
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*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal

**Annexure – ‘D’**

DETAILS OF ALL ‘SIMILAR’ WORKS ON HAND - UNDER EXECUTION OR AWARDED AS  
ON 31.10.2022

(Enclose Copies of Work Orders Issued by Clients)

| S. No. | Name of Work | Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID) | Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank | Date of Agreement with Client | Location and Scope of the Work | Actual Value of the Work | Date of commencement as per contract | Likely date of completion | If Work Left Incomplete or Terminated (Furnish reasons) |
|--------|--------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------|--------------------------------|--------------------------|--------------------------------------|---------------------------|---------------------------------------------------------|
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*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal

**PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED WORKS**

(REFERRED TO IN ANNEXURE ‘C’)

1. Name of the work/Project & Location.
2. Scope of work.
3. Agreement No & Date.
4. Actual Value of work done :
5. Date of commencement
  - a. Stipulated date of commencement
  - b. Actual date of commencement
6. Date of completion
  - a. Stipulated date of completion.
  - b. Actual date of completion
7. Amount of compensation levied for delayed completion if any.
8. Performance report based on
  - Quality of Work, : Excellent / Very Good / Good / Poor
  - Time Management, : Excellent / Very Good / Good / Poor
  - Resourcefulness, : Excellent / Very Good / Good / Poor
  - Financial Soundness, : Excellent / Very Good / Good / Poor
  - Technical Proficiency, : Excellent / Very Good / Good / Poor

Superintending Engineer / Chief Project Manager or Equivalent

Name of Organization:

Note :

1. The performance report is to be submitted separately for all major works mentioned in Annexure ‘C’.
2. The performance report preferably be submitted in the above Performa. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

**DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES**

I/We.....S/o/D/o.....  
.....Residing at  
..... hereby certify  
that none of our relatives(s) as defined in the Tender document is/are employed in SBI  
as per details given in tender document. In case at any stage, it is found that the  
information given by me is false/incorrect, SBI shall have the absolute right to take any  
action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the  
one related to the other in the manner as father, mother, son(s) and son's wife  
(daughter-in-law), daughter(s), husband (son-in-law), brother(s) and brother's wife,  
sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

**DECLARATION**

**(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY'S LETTER HEAD  
ALONGWITH THEIR APPLICATION)**

The Deputy General Manager  
(Facilities and Office Administration)  
State Bank of India, GITC  
1<sup>st</sup> Floor, C-Wing  
Plot No 8,9 &10, Sector-11  
CBD Belapur, Navi Mumbai – 400 614.

I/We hereby certify that:

1. I / We have submitted document strictly on the format prescribed by the SBI and are available on the e-tender portal & there is no change in formatting, number of pages etc
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of document submitted by us are clear & legible.
3. I / We have signed (with stamp) all the annexures / required documents before submitting the same.
4. I /We have read carefully & understood the instructions to the applicants.
5. I / We hereby understood and accordingly confirm that all Tender documents and supporting documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorise the SBI to summarily reject our tender for which we shall not make any protest.
6. I / We have not made any modification / corrections / additions /deletions etc in the documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded documents from the original and / or any documentation, SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBI without any prior intimation to me / us.
7. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Applicant with Seal



**LETTER OF DECLARATION**

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document.)

The Deputy General Manager,  
(Facilities & Office Administration)

State Bank of India,  
First Floor, C-Wing, Global IT Centre,  
Plot No.8,9, &10, Sector-11,  
CBD Belapur, Navi Mumbai -400614

**E TENDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT OF SBI GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI.**

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower etc. basis mentioned in the attached schedule and in accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

|   |                      |                                                                                                                                                                                                                                                                      |
|---|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a | Description of work  | Providing Annual Maintenance Contract (AMC) for Fire Safety, Security System Management of SBI, GITC & its annex premises located in Navi Mumbai.<br>Premises – GITC, MTNL Railway Station, Kapas Bhavan, Balaji Bhavan, Revive Reality Juinagar & SBI Colony Nerul. |
| b | Earnest Money        | Rs. 85,000.00/- (Rupees Eighty-Five Thousand Only)                                                                                                                                                                                                                   |
| c | Validity of Contract | For one year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one year subject to satisfactory performance. (Extension of contract will be on yearly basis at sole discretion of the Bank. )     |

3. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to State Bank of India., the amount mentioned in the said conditions.
4. I/we have deposited a sum of Rs. 85,000.00/- (Rupees Eighty-Five Thousand Only) as Earnest Money Deposit (EMD) with Bank. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to Bank.
5. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole Annual Maintenance Contract (AMC) for Fire Safety, Security System Management of SBI for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause of Terms & Conditions of this tender.
6. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.
7. We confirm that we are not debarred by the SBI for any of its projects
8. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

Signature of the Tenderer  
With Seal

## 1. BID PREPARATION AND SUBMISSION:

The Bid is to be submitted separately for technical and Price on portal of <https://etender.sbi>

for providing of \_\_\_\_\_ in response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_. Documents

mentioned below are to be uploaded on portal of <https://etender.sbi>

- i. with digital signature of authorised signatory:
- ii. Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers & all Annexure.
- iii. Price Bid for to be quoted in Indian Rupees only.
- iv. 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.

## 2. 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 technical Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of technical Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of technical Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result black listed for one years and other appropriate action as per the terms of RFP including applicable laws.

## **DETAILS OF PREMISES**

The bidders are required to provide services for Annual Maintenance Contract (AMC for Fire Safety, Security System Management of SBI, GITC & its annex premises located in Navi Mumbai as under-

- ❖ *SBI GLOBAL IT CENTRE, CBD BELAPUR , NAVI MUMBAI*
- ❖ *SBI, RAILWAY STATION BUILDING, 4th FLOOR CBD BELAPUR,*
- ❖ *SBI BALAJEE BHAWAN, 3rd FLOOR ( B & C wing), CBD BELAPUR , NAVI MUMBAI*
- ❖ *SBI KAPAS BHAVAN BUILDING, G/F, 2<sup>nd</sup> & 3<sup>d</sup> FLOOR, CBD BELAPUR, NAVI MUMBAI*
- ❖ *SBI REVIVE REALITY BUILDING, 1<sup>ST</sup> & 2<sup>ND</sup> FLOOR, JUINAGAR, NAVI MUMBAI*
- ❖ *MTNL BUILDING, G/F & 2<sup>ND</sup> FLOOR, CBD BELAPUR, NAVI MUMBAI*
- ❖ *SBI RESIDENTIAL COLONY, NERUL, NAVI MUMBAI*

## **INSTRUCTIONS TO TENDERER**

1. **Purpose:**

Annual Maintenance Contract (AMC) for Fire Safety, Security System Management such as Control Room Executive, Receptionist & Firemen.

2. **Invitation:**

The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide fire safety & security system management services adhering to Bank's requirement outlined in this Tender.

This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

3. **Eligibility Criteria:**

Bid is open to all Bank's empanelled contractor at Mumbai metro circle for work category above Rs. 50 lakhs & up to Rs. 100 lakhs for integrated facility management will be eligible.

4. **Disclaimer:**

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder

should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby 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. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBI is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

**5. Clarifications & Amendments:**

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

**6. Bid Integrity:**

Wilful 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 bids with accompanying documents will become property of SBI.

**7. Format and Signing of Bid**

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.

- ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
  - iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
  - iv. Bid should be typed and submitted on A4 size paper [font times Ariel 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
  - v. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
8. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the date prescribed in the NIT.
  9. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.
  10. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.
  11. Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in SBI's website –[www.sbi.co.in](http://www.sbi.co.in) & [bank.sbi](http://bank.sbi) under “procurement news”. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website-<http://sbi.co.in> (procurement news).
  12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
  13. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.
  14. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
  15. The Contractor shall issue identity cards/ identification documents to all its employees.

16. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
17. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
18. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.
19. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
20. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
21. Tenders received after the due date and time are liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
22. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
23. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
24. The rate should be quoted in Indian Currency only.
25. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
26. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).
27. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
28. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.



29. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
30. No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
31. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
32. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
33. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
34. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBI officials after performing the interview of the staff.
35. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
36. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected.
37. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
38. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
39. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
40. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in

executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.

41. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
42. The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages” as notified by Regional Labour Commissioner (Central) to their labourers/ employees directly in their Bank accounts and shall produce relevant documents to the SBI for verification every month along with their monthly bills failing which bills may not be paid.
43. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI, failing which bill will not be entertained.
44. No union formation is allowed.
45. The Contractor’s supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBI for all requirements.
46. The quantity for manpower and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.
47. In case, any demand is raised by the SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages.

## **SAMPLE BUISNESS RULE DOCUMENT**

ONLINE E-TENDERING FOR PROVIDING ANNUAL MAINTENANCE CONTRACT (AMC) FOR FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT OF SBI GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI.

(A) Business rules for E-tendering:

1. Only Bank's empanelled contractor at Mumbai metro circle for work category above Rs. 50 lakhs & up to Rs. 100 lakhs for integrated facility management will be eligible to participate.
2. SBI will engage the services of an e-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on schedule date & time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which E-procurement Technologies Limited. Has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through E-procurement Technologies Limited., on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
3. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
4. E-procurement Technologies Limited., Ahmedabad shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

6. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI or their appointed Architects.
7. 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.

8. Procedure of E-tendering:

Online E-tendering:

- a) The Technical as well as Price Bids will be available on the Bank's website during the period specified in the NIT.
  - b) Online e-tendering for Price Bid submission through SBI's approved Service Provider shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation and Eligibility criteria mentioned hereinabove.
  - c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
  - d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
  - e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
  - f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.
9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by E-procurement Technologies Limited. The Bidders are requested to change the Password after the receipt of initial Password from E-procurement Technologies Limited. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
  10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-panelling such contractors.
  11. At the end of the E-tendering, SBI will decides upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
  12. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
  13. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

14. Other terms and conditions shall be as per your techno/commercial offers and other correspondences till date.

15. OTHER TERMS & CONDITIONS:

- a. 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.
- b. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- c. SBI decision on award of Contract shall be final and binding on all the Bidders.
- d. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- e. SBI or its authorized service provider E-procurement Technologies Limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- f. SBI or its authorized service provider E-procurement Technologies Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.
- g. SBI or its authorized service E-procurement Technologies Limited will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the following Process Compliance Statement duly signed to E-procurement Technologies Limited, Ahmedabad.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

**ANNEXURE-J**

**PROCESS COMPLIANCE STATEMENT**

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

M/s e-Procurement Technologies Ltd.  
201-208, Wall Street - II,  
Opp. Orient Club, Nr. Gujarat College,  
Ahmedabad - 380 006. Gujarat State, India  
Email: [jay.v@eptl.in](mailto:jay.v@eptl.in) & [shaikh@eptl.in](mailto:shaikh@eptl.in)

Mobile No. 9265562819/ 9374519729/ 9510812960 / 9510812971

Dear Sir,

**ACCEPTANCE TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR ANNUAL MAINTENANCE CONTRACT FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT OF SBI GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI**

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document, this letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our acceptance to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and E-procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority
- 6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.
- 7) We confirm that we are the Contractors/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the Tender, we hereby authorise SBI to disqualify/reject our Tender without notice and take further action as deemed fit.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

## **GENERAL CONDITIONS OF THE CONTRACT**

### **DEFINITIONS:**

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

‘The Contract’ means the documents forming the tender and acceptance thereof and the formal agreement executed between State Bank of India and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

‘Employer / Bank’ means State Bank of India having its Head Office State Bank of India, Corporate Centre, Nariman Point, Mumbai, respectively.

‘Competent Authority’ means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

‘The Contractor or Contractors’ means the firm, company or person engaged by the SBI to carry out the work. It shall also include their legal representative(s), successors or assigns.

‘Site’ means State Bank of India, GITC premises, Railway station building, MTNL Building Kapas Bhavan, Balaji Bhavan Building, Juinagar Building & SBI Colony Nerul where the works are to be carried out.

‘Contract value’ means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

‘The schedule of quantity’ means the schedule of quantity as specified and forming part of this contract.

‘Works’ or ‘work’ means the work(s) described in the “Scope of Work” and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

‘Month’ means calendar month.

‘Week’ means seven consecutive days.

‘Day’ means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

## 2.LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

## 3.INSPECTION OF SITE:

The tenderers are advised to inspect the premises before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing Civil structure /Electrical installation/Fitting /Equipment's provided in the various areas of the premises.

## 4.CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at site office at State Bank of India, Estate Department, Global IT Centre, First Floor, C-Wing, Plot No.8,9 &10 Sector-11, CBD Belapur, Navi Mumbai-400614, as detailed in the NIT.

## 5.WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

## 6. SUFFICIENCY OF TENDER:

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.



## 7. SIGNING OF CONTRACT DOCUMENTS:

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBI. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

## 8. CONTRACT DOCUMENT:

On receipt of work order from the Bank, the successful Bidder shall be bound to implement the contract and within 15 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

The Successful Bidder shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of the Agreement and/or any other documents/agreements, which are required to be executed.

## 9. Bid Security Declaration:

If Bid Security Declaration is breached for any reasons mentioned below, 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 and other appropriate action may be initiated as per the terms of this RFP. Security deposit is not submitted as per tender provisions

- a. Agreement is not entered within stipulated time;
- b. If the tenderer revokes his tender during the period, he is required to keep his tender open for acceptance by the Employer or
- c. The tender is accepted by the Employer, but the contractor fails to enter into a formal agreement or
- d. Fails to commence the work within the stipulated time.
- e. Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi)
- f. 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.

## 10. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by SBI in favour of "State Bank of India A/c M/s ..... (Name of the Contractor firm)" payable at Mumbai

within fourteen days from the date of acceptance of the tender for due performance of the Contract.

- ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Commercial Bank in India other than SBI in the format approved/provided by the SBI. The Bank Guarantee should be valid for initial contract period of 1 (One) year plus three months from the date of commencement of contract (Contract period plus three months). The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBI.
- iii. The Security Deposit /Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

10 A) ADDITIONAL SECURITY DEPOSIT (ASD):

In case most successful bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis their quoted amount for due fulfilment of contract as performance guarantee. Such ASD could be in the form of Bank Fixed Deposit / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit.

11. INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank), a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Employee/worker/persons should be covered under the insurance at a time for insured sum of ₹ 5 lac each, for any type of accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.

- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtained requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

#### 12. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the SBI shall be at liberty to serve notice and rescind the contract along with forfeiting of the security deposit and invoke the bank guarantee / performance guarantee if required.

#### 13. PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Bank properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, Bank reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

#### 14 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipments to be deployed by the contractor should be enclosed.
- The equipments to be kept on site should be in good condition/ serviceable.
- The contractor should ensure that the equipment provided on site are functioning at all times.

#### 15. WAGES TO BE PAID:

The Bank will pay the Contractor the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.

The payment will be made as per actual manpower deployed manpower for fire safety, security management services at SBI GITC & annex premises located in Navi Mumbai as mentioned in scope of work on satisfactory completion of the works and on submission of the bill.

All payments by the Bank under this contract will be made only at Mumbai in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the fire safety , security management service Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the Service Contractor and fully understood by him/ them. The fire safety , security management service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, ESIC, overtime, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

The following components should necessarily be present in the pay structure applicable to the house keeping staff and the break-up of same should be submitted by the Contractor in their price bid:

- Basic Pay
- D.A.

- EPF
- ESIC
- Bonus
- Any other statutory compliances in details

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff viz. Manager, Supervisors, attendants (both male and female). The contractor may like to add any other component as they may desire to the above list to have better staff.

The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along as per central govt. with EPF/ESI/DA, etc. shall be summarily rejected/disqualified.

#### 16. UNIFORM/ Tools & Tackles :

The contractor shall ensure to provide two (2) set of new uniforms (with company's name badge) to the employee personal in an year . The uniforms should be of good quality so that it appears in fair conditions whenever the personals are working on floor. Other logistic items ie; tools, tackles, including Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. will also have to be provided by the contractor to the employed personal. No extra charges shall be made to contractor on this account.

#### 17. PAYMENT OF BILLS BY THE BANK:

Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.

The payment of your monthly bills in respect of the captioned Contract shall be paid by the State Bank of India on the recommendations of SBI only after all documents as indicated below are submitted along with the bill:

- i) PF challan for the previous month.
- ii) A separate sheet mentioning the names of the staff deputed at SBI Site,
- iii) Wages/Salary amount credited in the Bank's account of individual,
- iv) Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- v) A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.

- vi) ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- vii) The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- viii) The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, as the principal Employer, every month.
- ix) GST Paid Original Bills/Invoices in support of claims of all the material duly counter signed by the Officer-in-charge/Engineer from SBI confirming the procurement and use of all such material at site.

18. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBI may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

19. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI, the extra cost involved on this account.

#### 20. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays, as required by the employer. No Extra payment on this account will be made by the Employer. However, there will be one weekly holiday for each employee on rotation basis.

#### 21. ADDITIONAL WORK:

Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Employer and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

## 22. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from.

## 23. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the contractor at SBI site should have in possession Identity card issued by the contractors.
- The Payment slips should be issued by the contractors to the staff deputed on SBI site.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety shoes, Safety belt, etc.

## 24. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable

- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto, and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947
- Indian Electricity Act 2003 and Indian Electricity Rules 1956
- IS -5216-1982: Recommendation on safety Procedures and practices in electrical works.

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

Any cost incurred by SBI in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to State Bank of India as aforesaid shall be deemed to be deducted by State Bank of India or may be recovered by the Bank from the contractor.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

#### 25. CONTRACT PERIOD:

- The work shall be awarded for an **initial period of one year** from the date of commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Contractor except minimum wages which shall be considered as per Central Government rates prevailing (irrespective of the rate quoted in bidding) at material time.



- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is not satisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

#### 26. DISMISSAL OF WORKMEN:

The contractor shall on the request of the SBI immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer 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 Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

#### 27. TECHNICAL AUDIT / SCRUTINY:

- The Employer shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Employer.
- If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

#### 28. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook of procedure adopted, record of items, etc. used, details of daily record of activity carried out in the premises.

#### 29. INSPECTION BY EMPLOYER:

##### General

- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.

##### Rejection of work and Equipment

- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any furniture, tiles, mirror, glass, any other fittings/fixtures

provided in the premise by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBI shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

### 30 REPORTING AND RECORD KEEPING:

#### Management reporting and process reviews

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

#### Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

#### Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

#### Quality Assurance

The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

### 31. FORCE MAJEURE:

"Force Majeure" shall mean any event beyond the control of SBI or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

### 32. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized State Bank of India officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the State Bank of India. In addition, the contractor to the authorized State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

### 33. LABOUR:

- i. The Contractor shall employ suitable manpower to carry out the respective work to the satisfaction of the Bank.
- ii. The contractor shall furnish to the SBI at the intervals specified by SBI, a distribution of the number and description of manpower employed in carrying out various works / activities.

- iii. The Contractor shall submit on every month to the SBI a statement showing in respect of the preceding month:
  - (a) The number of laborer's employed by them on the work.
  - (b) Their working hours.
  - (c) The wages paid to them.
  - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened, and the extent of damage and injury caused by them and
  - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labour engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be

taken within 15 days of the award of work and has to be provided at the signing of the agreement.

- xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for skilled and for semiskilled/equivalent categories.
- xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

#### 34. TERMINATION:

- a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

#### 35. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract SBI shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBI's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBI or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBI officials: -

- Safety Helmets conforming to IS-2925:1984
- Safety Belts conforming to IS-3521:1983
- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,
- IS -5216-1982: Recommendation on safety Procedures and practices in electrical works.
- General CPWD Safety Guidelines for safety.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested, and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized SBI official who shall have the right to ban the use of any item.

The contractor shall adopt all fire safety measures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBI instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agency. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBI instructions shall be borne by the contractor.

The Bank shall not be liable for any compensation in case of any fatal injury / death caused to any other Contractor's employees while performing/ discharging their duties/ visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.

## SAFETY, SECURITY, ETC.

- That the SBI shall not be liable for any compensation in case of any fatal injury / death caused to any other Contractor's employees while performing / discharging their duties / visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.
- In no case, safety norms shall be violated. Even in case of urgency, when temporary rectification is done, etc. no such compromise is allowed as regards to safety provisions.
- The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Bank's premises and externally for materials belonging to SBI at all times. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel who are working at site.
- The Contractor should issue a valid Company Identity cards to all their staff personnel who will be providing services under this contract.
- The Contractor shall provide and ensure sufficient personal protection gears like safety shoes, hand gloves, full body safety belts, ladders, etc. are being worn by their workers while carrying out works.
  - COVID Behaviour: The contractor should ensure COVID Behaviour by all the workmen as per prevailing guidelines by the statutory Authorities. N 95 masks has to be provided by the contractor to its personal. No other kind of mass will be permitted. The personnel working on floor have to ensure that they wear the mass all the time during their stay in SBI floor.

## 36. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure – M before starting the work, indemnifying the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, no following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

- In case of any damage to property by the contractor, SBI shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBI shall be binding on the Contractor.
- In the event of any damage to the equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the SBI shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

### 37. SETTLEMENT OF DISPUTES AND ARBITRATION:

- Resolution of dispute: In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

Arbitration: Except where otherwise provided in the contract all questions and disputes relating 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 Architect 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) endorse a copy of the same to the Architect, 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) 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) in writing in the manner and within the time aforesaid.

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

iii)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 (IT-CH&OPS) of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv)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-CH&OPS). 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 (IT-CH&OPS). 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 (IT-Ch &Ops) 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 statutory 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 Bank 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 arbitrator 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.

- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Navi Mumbai/ Mumbai only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

### 38. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

### 39. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the services.

The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

*The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.*

The contractor shall be required to submit for the Banks approval a detailed utilization plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

The contractor will schedule the operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

#### 40. PRICES:

The amount quoted and accepted will be binding on the tenderer. The Contract amount shall be quoted in Rs. exclusive of GST. GST shall be paid extra as applicable.

#### 41. INSOLVENCY:

The competent authority of the Office of the SBI, Mumbai may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- a. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- c. If the contractor commits any breach of this contract not herein specifically provided for: Provided always such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the contractor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

#### 42. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.

- Any effort by the tenderer to influence the SBI in the SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

#### 43. CORRUPT OR FRAUDULENT PRACTICES:

- The SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and.
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBI of the benefits of free and open competition.
- "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBI, designed to establish tender prices at artificial, non-competitive level; and.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

#### 44. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15<sup>th</sup> of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months, then the

contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited, and Bank guarantee shall be encased. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of ₹5000/- per absentee per day shall be deducted from the bill(s).
- In case of deficiency in the service under mentioned penalties may be levied by the Bank -

| S.No | Type of Deficiency in service          | Penalties  |
|------|----------------------------------------|------------|
| 1    | Sleeping while on duty                 | Rs. 500/-  |
| 2    | Not wearing proper dress while on duty | Rs. 500/-  |
| 3    | Misbehavior while on duty              | Rs. 500/-  |
| 4    | Drunk while on duty                    | Rs. 1000/- |

- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBI.
- An amount of ₹5,000/- will be levied as liquidated damages per day from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBI will be invoked.

#### 45. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates (Manpower etc.) quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates & also ensure compliance of all statutory act & rules like Minimum wages.

SBI may consider renewal of contract for similar two terms on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing (irrespective of the rate quoted in bidding) at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank and the contractor shall have no right to claim for the same.

Price Variation on material component: No escalation of Material component will be allowed during the contract period.

#### 46. VALIDITY OF CONTRACT:

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the SBI.

#### 47. ASSIGNMENT AND SUBLETTING:

The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

#### 48. RIGHT TO ACQUIRE MORE AREA:

The Bank at its discretion, may extend the contract to other premises/s of the Bank in Navi Mumbai/thane/Mumbai, The Contractor should be willing to take up the work at the new premises, on same terms & conditions. For which, additional payment would be made to him on pro-rata basis, based upon manpower requirement, considering the price quoted for the current contract.

#### 49. SEXUAL HARASSMENT:

The Contractor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.

- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

#### 50. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### 51. AWARD OF CONTRACT:

The successful bidder(s) shall be bound to execute separate service level agreement for each site. Also, the SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

Among all qualified bids, the lowest bid will be termed as L1.

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.

- i. The successful Bidder will have to submit Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.

- ii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order/ Work Order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

### **53. EARNEST MONEY DEPOSIT (EMD) –**

The bidder shall furnish EMD as mention NIT drawn in favour of State Bank of India, payable at Mumbai. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful bidder shall be returned with due acknowledgement without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the Service Provider to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the Service Provider and the Service Provider within ten days after such deductions shall make good the amount so deducted. Concession as per MSMED Act will be extended to eligible bidders.

### **54. FORFEITURE OF EMD:**

**Bank reserves the rights to cancel the order and forfeit the EMD if,**

- a. Security Deposit is not submitted within the stipulated time;**
- b. Additional security deposit, if any, is not submitted as per tender provisions**
- c. Agreement is not entered within stipulated time;**
- d. If the tenderer revokes his tender during the period, he is required to keep his tender open for acceptance by the Employer or**
- e. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or**
- f. Fails to commence the work within the stipulated time.**
- g. Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi)**
- h. 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.**



## SCOPE OF SERVICES

The bidders are required to provide Manpower for fire safety & security system management services for State Bank of India, GITC, CBD Belapur & its annex premises in respect of for the following services-

- Firemen
- Receptionist
- Control Room Executive (CRE)

The details / scope of services is mentioned below:-

### (A) Manpower Requirement-

| Type of Personnel | Working Hours                                  | No. of Personnel                    | Expected Minimum Qualification and Experience                                                                                                                                                                                                                                                                                                                                                                                                                       | Specifically Described                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------|------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Firemen           | 8 hrs duty in a shift<br><br>(Round the Clock) | 08 nos<br><br><b>(Semi-Skilled)</b> | <p>He should have Six month certificate course from State Fire Training Centre (SFTC), Maharashtra Fire Service, Government of Maharashtra Or Equivalent to six month fire training from any govt. recognize institute with minimum qualification of 10th pass.</p> <p>The Firemen must have at least 2 years' experience in a IT industry, High rise building, Chemical/Manufacturing industries or similar establishment to perform duties entrusted to them.</p> | <p>Fireman should do 8 hours shift duty only. He should be perfectly conversant with fire prevention &amp; protection rules and Regulations and local fire applicable acts &amp; rules.</p> <p>Must be able to communicate in case of emergency &amp; take necessary steps to control the fire.</p> <p>They will Undertake regular Inspection, testing and maintenance of all fire equipment like Fire Alarm System, Public Address System, Fire Hydrant &amp; Hose Reel System, Sprinkler System, Operation of Electric and Diesel Pump, fire Extinguishers and all other equipment installed in the premises.</p> <p>Daily &amp; Weekly submission of activity report. They will report irregularity on potential fire risk points.</p> |

|              |                           |                                |                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------|---------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                           |                                |                                                                                                                                                                                                                      | <p>He should be able to maintain the firefighting equipment's.</p> <p>He should be well versed with fire prevention &amp; firefighting procedures.</p> <p>Firemen shall man Control Room round the clock on 3-shift basis (24 x 7 X 365) on all days. He shall carry out firefighting operation Whenever required with the help of available staff. He will undertake daily inspection of the entire premises in respect of fire prevention.</p> <p>He will maintain the logbook of daily activities with regard to fire safety &amp; to attend any other duties given by the Fire Officer from time to time.</p> |
| Receptionist | General<br><br>8 hrs duty | 05 nos<br><br><b>(Skilled)</b> | <p>She should have Graduated from recognised University with 02 year's experience in handling relevant work with good Communication skill in English, Hindi and Marathi.</p> <p>Computer knowledge is essential.</p> | <p>She will be required to Work in General shift duty.</p> <p>Daily checking E-mails regarding visitors appointments, Printing and Issuing of visitors passes. Confirming appointment with the host before issuing Passes. Checking out of Visitors. Guiding the Visitors to the various hosts. Inform security supervisor about the Undesirable visitors/Any untoward incident.</p> <p>Produce customized Report on daily basis to AGM (Security) &amp; to attend any other duties assigned to her by the AGM (Security) from time to time.</p>                                                                  |

|                                                        |                                                  |                                       |                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|--------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Control Room Executive</p> <p>(Security System)</p> | <p>8 hrs shift duty</p> <p>(Round the clock)</p> | <p>08 nos</p> <p><b>(Skilled)</b></p> | <p>Graduate pass with minimum one-year computer hardware course from reputed institute. Minimum 4 years of experience to handle security systems.</p> | <p>He will be required to work in shift as per allotted roster.</p> <p>Coordinate with security-in-charge of the premises and man the Control Room round the clock. He should monitor egress and ingress into the premises by means of CCTV Network or any other Building Management System made available by the Bank. He should be well versed with operation of firefighting systems, maintenance, procedures and operation, He should be able to collate, store and mine image database and communicate independently. Must be able to generate reports on customized formats from the Access Control Unit Servers. Should have first-hand knowledge of understanding electronic surveillance system and access control system.</p> <p>To attend any other duties assigned to him by the AGM (Security) from time to time.</p> |
|--------------------------------------------------------|--------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **(B) UNIFORM MATERIAL TO BE ISSUED BY THE CONTRACTOR**

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

| Sr. No | Category               | Item Description                                                                                                                                                                                                                                  | Frequency of Distribution |
|--------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1.     | Firemen                | a. Uniform (Blue shirt & Black pant) -02 sets<br>b. Safety Shoes with steel toe -01 pair (Black colour)<br>c. Black socks-02 pairs<br>(Shoes should be approved with ISI standard with water & heat resistance protection and As per Govt. Norms) | Yearly                    |
| 2.     | Control Room Executive | a. Uniform (White shirt & Black pant) -02 sets<br>b. Black colour shoes -01 pair<br>c. Black socks-02 pairs                                                                                                                                       | Yearly                    |
| 3.     | Receptionist           | a. Uniform (White shirt & Black pant) -02 sets<br>b. Blazer (Black colour)- 01 nos<br>c. Black shoes -01 pair<br>d. Black socks-02 pairs                                                                                                          | Yearly                    |

Note:

- i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work.
- ii. The Contractor has to provide Uniform (displaying contractor's name) approved by the Employer & Shoes, personal protective equipment etc. to all their staff members.

## MANPOWER REQUIREMENT OF GITC & ITS ANNEX PREMISES

| Sl. No. | Manpower requirement  | GITC, Belapur | MTNL, Belapur | Railway station, Belapur | Balaji Bhavan, Belapur | Kapas Bhavan, Belapur | Revive Reality, Juinagar | SBI Colony, Nerul | Total     |
|---------|-----------------------|---------------|---------------|--------------------------|------------------------|-----------------------|--------------------------|-------------------|-----------|
| 1       | Control room operator | 4             | 1             | 0                        | 1                      | 1                     | 1                        | 0                 | 8         |
| 2       | Receptionist          | 2             | 0             | 1                        | 0                      | 1                     | 1                        | 0                 | 5         |
| 3       | Firemen               | 7             | 0             | 0                        | 0                      | 0                     | 0                        | 1                 | 8         |
|         | <b>Total</b>          | <b>13</b>     | <b>1</b>      | <b>1</b>                 | <b>1</b>               | <b>2</b>              | <b>2</b>                 | <b>1</b>          | <b>21</b> |

\*Shifts/ timings etc will be as per bank's requirements, including lunch/recess time and subject to changes, in case of need.

**Draft Agreement**

FOR PROVIDING ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT OF SBI GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI -400614

State Bank of India

And

M/s-----

Date of Commencement: -----

Expiry date: -----

THIS Agreement for Fire, Security Management System at GITC, CBD Belapur, Navi Mumbai (hereinafter “the agreement”) is made on ----- day of ----- 2022 (hereinafter referred to as “Agreement”) by and between State Bank of India, a corporation incorporated under State Bank of India Act 1955 having its State Bank Global IT Centre at Sector 11, CBD Belapur, Navi Mumbai, Maharashtra, India 400614 through Estate Department, State bank Global IT Centre (hereinafter referred to as the "Bank/SBI") and which expression shall unless repugnant to the context, mean and include its successors and assigns,

And

M/s ----- incorporated under the Companies Act 1956 having its registered Office at ----- (hereinafter referred to as the "Service Provider / Contractor/ Agency") which expression unless repugnant to the context shall mean and include its successors and permitted assigns.

SBI and M/s ----- are each sometimes referred to individually as a "Party" and together as the "Parties."

WHEREAS, the Bank is desirous for providing Annual Maintenance Contract (AMC) for Fire Safety, Security System Management of SBI, GITC & its annex premises located in Navi Mumbai.

as described in the Request for Proposal (read with its corrigendum and clarifications) No. --- ----- dated ----- (hereinafter referred as “RFP”):

(i) Work Order No ----- dated ----- (hereinafter referred as “PO/ Work Order” and the same shall be part of this Agreement.

(ii) The terms contained under RFP the same shall be part of this Agreement.

Service Provider has agreed to provide the product/services as may be required by the Bank under the RFP.

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:

## RECITALS

### WHEREAS

- 1) The bank is desirous of availing proposed Fire, Security Management System for GITC, CBD Belapur, Navi Mumbai.
- 2) The Agency has agreed to provide the services as may be required by the Bank.

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 acknowledge the parties hereby agree as follows:

### DEFINITIONS & INTERPRETATIONS

- The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

'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 'work or work' 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.

"The Bank" means State Bank of India (including its domestic branches), its subsidiaries and joint ventures.

#### \* Interpretations:

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

The singular includes the plural and vice versa.

Reference to any gender includes each other gender.

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.

The schedules, Annexure and Appendices to this Agreement shall form part of this Agreement

A reference to any documents or arguments (and where applicable, any of their respective provisions) mean 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.

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.

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

## **1 COMMENCEMENT & TERM:**

1.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from ----- (Effective Date).

1.2 This Agreement shall be in force for a period of one year, unless terminated by the Bank by notice in writing in accordance with the termination clauses of the RFP, Work order and Agreement.

1.3 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.

## **2 SCOPE OF SERVICES:**

2.1 The scope is defined in the RFP No. ----- dated ----- and PO No. ----

Dated -----

## **3 FEES, TAXES DUTIES & PAYMENTS:**

3.1 Service Provider shall be paid fees and charges in the manner detailed in RFP and PO, 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.

3.2 All duties and taxes (excluding GST 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. GST imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

### **3.3. Payments**

3.3.1 The payment for the works to be executed under this Agreement shall be made as described under RFP No. -----dated ----- and P.O. No.----- dated ----- for Rs. ----- (Rs. ----- only) plus GST for one year.

3.3.2 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. 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.

3.3.3 There would be no increase in rates payable to the contractor during the contract period.



3.3.4 All other taxes including service tax, duties and other charges which may levied shall be borne by the contractor and the bank shall not be liable for the same.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1. Each of the parties represents and warrants and warrants in relation to itself to the other that:

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.

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.

It will provide such cooperation as the other party reasonably requests in order to give full effect to the provisions of this Agreement.

#### **4.2. ADDITIONAL REPRESENTATION AND WARRANTIES BY CONTRACTOR**

The contractor shall perform the contract 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.

The contractor shall duly intimate to the bank immediately, the changes, if any in the constitution of the contract provider.

4.3. The contractor shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the contractor in rendering the contract 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 the contractor unless such person is found to be suitable in such verification and the contractor shall retain the records of such verification and shall produce the same to the bank as when requested.

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.

#### **5 CONFIDENTIALITY**

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 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 customers or otherwise shared between the parties in connection with the service.

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.

Contractor agrees to indemnify and hereby keeps the bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney/Advocate fees and legal expenses) which bank may suffer or incur on account of breach of confidentiality obligations as per this agreement by contractor or its employees, agent, representatives, sub-contractors. Contractor further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final. Conclusive and binding on contractor.

## **6 RELATIONSHIP BETWEEN THE PARTIES**

It is specifically agreed that the 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.

Neither the Service Provider nor its employees, agents, representatives, Sub –Contractors shall hold or represent as agents of the Bank.

- \* 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.
- \* 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.
- \* All the obligations towards the employees of a party including that on account of personal accidents occurred while working in the premises of the other party shall be with the respective employer and not on the party in whose premises the accident occurred.

## **7 SUB – CONTRACTING**

No sub- contracting of any part of the contract by the contractor shall be allowed other than those specifically mentioned in this agreement or agreed by the bank in writing.

## **8 COMPLIANCE WITH LAWS**

8.1. Contractor hereby agrees and declares that it shall be the sole responsibility of contractor to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by contractor as envisaged under this agreement.

8.2. Contractor shall be solely liable and responsible for compliance of applicable central labour laws in respect of its employees agents, representatives and subcontractors and in particular laws relating to terminal benefits such as pension, Gratuity, Provident Fund, Bonus, or other benefit to which they may be entitled and the laws relating to contract labour minimum wages etc. and the bank shall have no liability in these regards. Further, the contractor would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non compliance as above.

8.3. Contractor confirms that it has full authority to enter into this agreement and render the contract as envisaged under this agreement and all corporate or other necessary approvals have been obtained for entering into this agreement with the Bank. Further, the persons

executing this agreement on behalf of the contractor have full authority and power to execute this Agreement and bind contractor.

8.4. The Contractor shall arrange and pay for policy under the public liability Insurance Act 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said act or any rules framed there under and which substances are used by the contractor during the course of the housekeeping services under these presents.

8.5 The contractor 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.

8.6 The contractor should possess for the entire duration of these presents, all licenses and registration as may be required under any law and shall be responsible to register himself and obtain a valid license under contract labour (regulation and Abolition) Act 1950 and rules there under. The contractor shall comply with all rules and regulations in force under the said act and rules. Contractor shall also comply with all applicable laws, rules and regulations. Relating to provident fund. Payment of Bonus, Minimum wages or any other statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor solely.

8.7 The contractor shall in terms of the provisions of sections 16, 17 and 18 of the contract labour (Regulations & Abolition) Act 1970 and the rules framed under the said act provide the prescribed amenities to its personnel. In case of failure of contractor in comply with the said provisions, the Bank may provide the same when called upon to do so by the competent Authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to its other rights and remedies under these presents. The contractor shall be responsible for proper maintenance of all registers, records and accounts so far these relate to the compliance of any and all statutory provisions/obligations.

8.8 Payment of wages to all workers engaged by the contractor should be through an account maintained with any scheduled commercial Bank.

8.9 The Contractor shall arrange for ESIC/Workmen`s Compensation Insurance as required by law and undertake to indemnify and keep indemnified the SBI from against all manner of claims and demands and losses and damages and cost (including between Attorney and SBI) and charges and expenses that may be in regard to the same or that the SBI may suffer or incur with respect to and /or incidental to the same.

## **9. TERMINATION /CANCELLATION OF CONTRACT**

9.1 The Bank may, without prejudice to any other remedy, for breach of contract or for any reason send written notice not less than 30 (thirty) days to the contractor, to terminate the agreement in whole or in part.

9.2 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.

9.3 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank`s Association.

9.4 In the event of termination of the Agreement or on the expiry of the term/renewed term of this Agreement, the service provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and Continuity of the services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.

9.5 Upon termination or expiration of this Agreement, all rights and obligations of the parties hereunder shall cease, except.

9.6 such rights and obligations as may have accrued on the date of termination or expiration.

\* the obligation of confidentiality: and

\* Any right which a party may have under the Application Law.

## **10. RIGHT TO AUDIT**

10.1 It is agreed by and between the parties that the Bank shall have the right to audit the site and repair works at any time during the term of this agreement, All costs for such audit shall be borne by the bank.

10.2 The Bank shall have the right to conduct audits on the contractor whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the contractor in conjunction with the services performed for the bank.

10.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the works available with the contractor.

10.4 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 jobs of the contractor or the employees of the contractor.

10.5 The Bank should have right to conduct surprise check of the contractor`s activities in respect of the repair works.

10.6 The contractor agrees that the Bank shall have the right to disclose the details of this agreement and the details of contract covered herein to the Reserve Bank of India and Indian Banks Association.

10.7 The contractor agrees to allow the Reserve Bank of India or persons authorised by it to access the documents, records of transactions and other necessary information stored or processed by the contractor in respect of this agreement

10.8 The contractor agrees the documents and data in respect of the contract for such period in accordance with the legal/regulatory obligation of the bank in this regard.

10.9 The contractor agrees that the complaints/feedback, if any received from the employees/Guest of the bank in respect of the repairs by the contractor shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the contractor.

10.10 Where any deficiency has been observed during audit of the service provider in its processing facilities and operating practices, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and shall further certify in respect with resolution of the deficiencies.

## **11. GENERAL INDEMNITY**

11.1 Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney Advocates fees included) which the bank may suffer or incur on account of any deficiency in repairs rendered by contractor or any of commission/omission on the part of employees, agents, representatives or sub-contractors of contractor, Contractor agrees to make good the loss suffered by the bank on first demand made by the bank in this regard which shall be final conclusive and binding on the contractor.

11.2 Contractor further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a court of competent jurisdiction to protect its interest including injunctive relief.

11.3 The contractor shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Contractor deliberate or otherwise.

11.4 The contractor shall 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 trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising. From the repair or use of any product under this agreement, subject to the following condition:

11.5 The Bank shall promptly notify the contractor in writing of any allegations of infringement of which it has notice.

## **12 CONTINUANCY PLANS & CONTINUITY ARRANGEMENTS:**

The contractor shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the contractor or any employees in rendering the repair or any part of the same under this agreement to the Bank.

In the event of this agreement comes to end on account of termination or by the expiry of the term/ renewed term of the agreement or otherwise, the contractor shall render all reasonable assistance and help to the bank and to any, new contractor engaged by the Bank, for smooth switch over and continuity of the repair work.

In the event of failure of the contractor to render the work without prejudice to any other right the bank shall have as per this agreement, the Bank at its sole discretion may make alternative arrangements for getting the works from any other source. And if the Bank gives a prior notice to the contractor before availing such services from any other alternative source, the contractor shall liable to reimburse the expenses, if any incurred by the Bank in availing such repairs/work from the alternative source.

### **Vendor's Obligation**

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

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

The vendor will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any party without prior written approval of SBI.

**13. ARBITRATION-** as per RFP

**14 GOVERNING LAW & JURISDICTION:**

14.1 The agreement shall be governed and constructed in accordance with the laws of Republic of India.

14.2 The parties agrees to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the parties under the Agreement.

**15. SEVERABILITY:**

If any part or provisions 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 agrees 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.

**16 NOTICES:**

17.1 Any notice, invoice, approval, advice, report 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 or email 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 (given by email or if sent by post) after duly service of such notice on either party.

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

16.3 Address for communication to the parties are as under:

- A) BANK- State Bank of India,  
Global I T Centre,  
Plot – 8,9,10, Sector-11,  
CBD Belapur,  
Navi Mumbai-400614

And

B) SERVICE PROVIDER-

**17 MISCELLANEOUS:**

17.1 Service Provider shall furnish performance security in the form of Bank Guarantee/Security Deposit for an amount of Rs. ----- valid for a period of 1 year(s) 3

month (s) from a Scheduled Commercial Bank other than State Bank of India in a format provided by the Bank.

17.2 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.

17.3 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.

17.4 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.

17.5 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

17.6 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.

## 18 ENTIRE AGREEMENT

18.1 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.

18.2 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:

18.2.1 This Agreement.

18.2.2 RFP No. ----- dated ----- (Annexure-A)

18.2.3 Purchase Order No ----- dated ----- (Annexure -B)

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

M/s -----

By \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature

Authorized Signature

Name\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Designation\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Witness:\_\_\_\_\_

Witness:\_\_\_\_\_



**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. \_\_\_\_\_ dated dd/mm/yyyy.
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

**DRAFT INDEMNITY BOND FORMAT**

(Site specific format shall be approved by the SBI prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Mumbai on this ..... day of ..... month of year Two Thousand and ..... (20....) by M/s ..... duly represented by proprietor / one of its partners / directors Shri / Smt / Miss ....., aged ..... years, son of Shri ..... residing at ..... (hereinafter referred to as “the Contractor”)

In favour of State Bank of India, Global IT Centre ,Belapur Navi Mumbai.

Whereas on behalf of State Bank of India has invited open bid tenders from the contractors for Tender for Annual Maintenance Contract (AMC) for Fire Safety, Security System Management of SBI, GITC & its annex premises located in Navi Mumbai  
The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by SBI, vide their letter .....

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with SBI and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with SBI. on ..... (hereinafter referred to as “the Contract”).

In consideration of SBI having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor hereby indemnifies and keep SBI indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal

## Tender Part- 2 (Price Bid)

Deputy General Manager (F&OA),  
State Bank of India,  
Global IT Centre,  
First Floor 'C' wing, Sector-11,  
CBD Belapur, Navi Mumbai – 400614

**TENDER FOR PROVIDING FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT OF SBI, GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI**

### **IMPORTANT INSTRUCTIONS TO THE BIDDERS:**

The Bidders are advised to note and ensure compliance of the following while quoting their rates: -

1. The rates quoted shall be inclusive of all Taxes/levies/charges but excluding GST.
2. If at any stage of work it is found that the Contractor is not paying minimum wages to the workers, the SBI reserve rights to discontinue services as per terms of contract.
3. The quote should includes prescribed minimum wages per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948.
- 4. Please note that the rates quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever, shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates & also ensure compliance of all statutory act & rules like Minimum wages.**
5. All payment shall be subject to Statutory deductions towards TDS etc. as applicable during currency of contract.
6. Monthly payment to the manpower employed by the contractor must be paid either through cheque or by crediting in their Bank accounts and copy of payment details must be enclosed along with the monthly bill raised by the contractor to the Bank.
7. The contractor should enclose the copy of the details of monthly wages payment, EFP, ESI and other statutory component along with the monthly bill raised to the Bank.

(PRICE BID)

Sample Price Bid Format

Deputy General Manager (F&OA),  
State Bank of India,  
Global IT Centre,  
First Floor 'C' wing, Sector-11,  
CBD Belapur, Navi Mumbai – 400614

**TENDER FOR PROVIDING FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT OF SBI, GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI**

SUMMARY OF PROJECT COST-

| S.no | Description                                                                                                                                                            | Reference         | Total Charges (in figure) Sub Total (A) | Montly (in figure) Sub Total | Total Annual Charges (in figure) Sub Total (B) = (A)X 12 |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------|------------------------------|----------------------------------------------------------|
| 1.   | Cost of Manpower                                                                                                                                                       | Price Schedule -1 |                                         |                              |                                                          |
| 2.   | Charges Towards Uniform, Shoes, Seasonal Outfit, Apron, Helmet, Safety Belts, Face Mask and periodical Training etc for various categories of manpower to be deployed. | Price Schedule -2 |                                         |                              |                                                          |
| 3.   | Contractor's Profit and Supervision Charges                                                                                                                            | Price Schedule -2 |                                         |                              |                                                          |
|      | <b>Grand Total</b>                                                                                                                                                     |                   |                                         |                              |                                                          |
|      |                                                                                                                                                                        |                   |                                         |                              |                                                          |

For reference only, please do not quote price here. If the bidder quotes the price here, their bid will be summarily rejected. Bidder has to offer their quote in the e-price bid form only.

Total Annual Charges (In Words):  
Rupees.....

SIGNATURE OF CONTRACTOR WITH SEAL

NAME

ADDRESS

**PRICE SCHEDULE-1**

**Sample Price Bid Format**

Deputy General Manager (F&OA),  
State Bank of India,  
Global IT Centre,  
First Floor 'C' wing, Sector-11,  
CBD Belapur, Navi Mumbai – 400614

**TENDER FOR PROVIDING FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT OF SBI, GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI**

**MANPOWER COST: PRICE SCHEDULE-1**

| S.NO. | Category                                 | Type         | Manpower Required | Salary Per Worker Per Day<br>Salary should include Min. Wages, Basic + DA, HRA etc.<br>Considered As Per Latest Circular of Central Government for Minimum Wages Act (Copy to be attached) | Statuary Components such as EPF, ESI, Bonus, Gratuity, Labour Welfare Fund and any other components required | Total Min. Wages Per Manpower Per Day Prevailing as on Date of Tender | Total Minimum Wages Per Day/Per person Quoted by the Vendor including other statutory obligations/ compliances as per minimum wages act | Total wages per day for all manpower | Total Monthly Wages in (Rs.) |
|-------|------------------------------------------|--------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------|
| 1     | 2                                        | 3            | 4                 | 5                                                                                                                                                                                          | 6                                                                                                            | 7 = (5+6)                                                             | **8 value should not be quoted less than column 7                                                                                       | 9 =(8x4)                             | 10 (10= 9 x 26 days)         |
| 1     | Control Room Executive (Security System) | Skilled      | 8                 |                                                                                                                                                                                            |                                                                                                              |                                                                       |                                                                                                                                         |                                      |                              |
| 2     | Receptionist                             | Skilled      | 5                 |                                                                                                                                                                                            |                                                                                                              |                                                                       |                                                                                                                                         |                                      |                              |
| 3     | Fireman                                  | Semi-Skilled | 8                 |                                                                                                                                                                                            |                                                                                                              |                                                                       |                                                                                                                                         |                                      |                              |
|       | <b>Total</b>                             |              | <b>21</b>         |                                                                                                                                                                                            |                                                                                                              |                                                                       |                                                                                                                                         |                                      |                              |

For reference only, please do not quote price here. If the bidder quotes the price here, their bid will be summarily rejected. Bidder has to offer their quote in the e-price bid form only.

Note –

1. In case, the rate quoted under column (8) is less than the Minimum Wages evaluated in column (7) of wages charges for Manpower (A), the tender shall be summarily disqualified.
2. If the amount quoted by the bidder in the Price Bids is unreasonable/unrealistic or with Zero Profit Margin, based on the statutory payments or otherwise, the SBIIMS reserves the right to reject such bids.
3. Contractor to submit a copy of the latest Circular published by the competent authority in support of minimum wages prevailing as per Central Govt. applicable for public sector banks and conceded by them in their Quote.

SIGNATURE OF CONTRACTOR WITH SEAL

NAME

ADDRESS



Price Schedule -2

Sample Price Bid Format

Deputy General Manager (F&OA),  
State Bank of India,  
Global IT Centre,  
First Floor 'C' wing, Sector-11,  
CBD Belapur, Navi Mumbai – 400614

**TENDER FOR PROVIDING FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT OF SBI, GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI**

| S.no | Description                                                                                                                                                           | Qty             | Unit         | Rate | Total   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------|------|---------|
| 1    | 2                                                                                                                                                                     | 3               | 4            | 5    | 6=(3x5) |
|      | Charges Towards Uniform, Shoes, Seasonal Outfit, Apron, Helmet, Safety Belts, Face Mask and periodical Training etc for various categories of manpower to be deployed | 01<br>(Lumpsum) | Per Month    |      |         |
|      | Contractor's Profit and Supervision Charges                                                                                                                           | 01<br>(Lumpsum) | Per Month    |      |         |
|      |                                                                                                                                                                       |                 | <b>Total</b> |      |         |
|      |                                                                                                                                                                       |                 |              |      |         |

SIGNATURE OF CONTRACTOR WITH SEAL

NAME

ADDRESS

For reference only,  
please do not quote  
price here. If the  
bidder quotes the price  
here, their bid will be  
summarily rejected.  
Bidder has to offer  
their quote in the e-  
price bid form only.