



LOCAL HEAD OFFICE, MUMBAI METRO

REQUEST FOR PROPOSAL FOR EMPANELMENT OF VENDORS & RATE CONTRACT FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING & MAINTENANCE OF FIRE SAFETY EQUIPMENT FOR MUMBAI METRO CIRCLE.

**AGM (Premises and Estate)
STATE BANK OF INDIA,
PREMISES & ESTATE DEPARTMENT,
3RD FLOOR, C-6, "G" BLOCK
LOCAL HEAD OFFICE, "SYNERGY",
BANDRA KURLA COMPLEX,
MUMBAI-400051**

Ref: SBI:

dated:

INVITATION TO BID

STATE BANK OF INDIA, a body corporate constituted under the SBI Act 1955 and having one of its Local Head Office at Mumbai Metro (hereinafter referred to as 'The Bank' which expression shall include its successor and assigns)

State Bank of India (SBI) Local Head Office Mumbai Metro intends to empanel & Rate Contract vendors for supply /installation/ maintenance under CAMC of following Fire Safety Equipment of given technical specification for its branches/ offices/ ATMs etc spread over in the Mumbai Metro Circle.

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1. MINIMUM ELIGIBILITY CRITERIA:

1.1

(1)	(2)	(3)	(4)	(5)	(6)	(7)
S. No	Fire Equipment Category	In Businesses as on 1st March 2022	Total Business Turn Over (Average for last 3 years)Rs	EMD to be Enclosed	Security Deposit	Commercial Bid Process
I	Automatic Fire Detection & Alarm System	07 years	Rs 1.00 Cr	Rs 10,000/-	Rs 50,000/-	E -Reverse auction
II	Fire Extinguishers	07 years	Rs 0.75 Cr	Rs5,000/-	Rs25,000/-	E-Reverse Auction

1.2 Applicant for Automatic Fire Detection & Alarm System should have valid license from Maharashtra Fire Service as per the Maharashtra Fire Prevention & Life Safety Measures Act 2006 ACT.

1.3 The applicant should have an established office/ service centre with technical personnel at Mumbai / Thane/Palghar/Raigad District for providing 24 hours X 7 days' post implementation support (For each Category). The Office should be there for minimum **02 year** as on the date of the tender.

2. Submission of Documents

Following documents to be submitted in physical form to AGM (P & E), SBI, LHO, Mumbai Metro before due date.

2.1 EMD DD

2.2 Indicative Price Bid

Note: Being online procedure of empanelment, no other documents to be submitted in physical form to this office.

3. SCHEDULE OF EVENTS:

S.No	Schedule of Events	Time Lines
1	Bid Document Availability	Bidding document can be downloaded from website from 1000 hrs on 26.12.2022
2	Pre-Bid Meeting	10 Jan 2023 at address given below at 1530hrs. All clarification and required amendment shall be uploaded on the Banks website through corrigendum.
3	Last date of submission of bids	1730 hrs on 20 Jan 2023.
4	Verification of Documents and visit Vendor Establishment	After 22 Jan 2023
5	Technical Presentation and Product Demonstration	To be intimated later
6	Finalization of Vendor Empanelment	To be intimated later
7	Opening of Indicative Bids / Reverse Auction	On a subsequent date, which will be communicated to such Vendors who qualify in the Technical Bid.
8	Finalize the list of Empaneled Vendors	To be decided
9	Tentative Date for Reverse Bidding	To be decided
10	Final Discussion / Negotiation with Vendors	To be decided
Contact Details		
Address	AGM (Premises and Estate) STATE BANK OF INDIA, PREMISES & ESTATE DEPARTMENT, LOCAL HEAD OFFICE, "SYNERGY", 3rd FLOOR, C-6, G BLOCK, BANDRA KURLA COMPLEX, MUMBAI-400051	
Telephone	022-26445662; 7988836758; 9930464827	
All correspondence relating to this RFP should be sent to following email id	fo.lhomum@sbi.co.in	

4. Communication Details

Empanelment application form available for download from the websites:	1) https://www.sbi.co.in under “SBI in the News” link “Empanelment of vendors” 2) “ https://etender.sbi ”												
Availability for download from the above website	From 26.12.2022 to 20.01.2023												
Last date and time for submission of online applications in e-tender portal	20.01.2023 by 3.00 P.M.												
Portal for submission of applications	“ https://etender.sbi ”												
Date and Time of opening of online applications:	20.01.2023 at 3.30 P.M.												
For any queries or support in connection with the online Submission of applications, please contact our E-procurement solutions agency	<p>e-Procurement technologies Limited, Ahmedabad:</p> <p><u>For e-Tender Support for Bidders</u></p> <table border="1"><tr><td>Jaymeet Rathod</td><td>Jaymeet.rathod@eptl.in</td><td>6254919566</td></tr><tr><td>Nandan Valera</td><td>Nandan.v@eptl.in</td><td>9081000427</td></tr><tr><td>Khushboo Mehta</td><td>khushboo.mehta@eptl.in</td><td>9510813528</td></tr><tr><td>Sujith</td><td>Sujith@eptl.in</td><td>6254919566</td></tr></table>	Jaymeet Rathod	Jaymeet.rathod@eptl.in	6254919566	Nandan Valera	Nandan.v@eptl.in	9081000427	Khushboo Mehta	khushboo.mehta@eptl.in	9510813528	Sujith	Sujith@eptl.in	6254919566
Jaymeet Rathod	Jaymeet.rathod@eptl.in	6254919566											
Nandan Valera	Nandan.v@eptl.in	9081000427											
Khushboo Mehta	khushboo.mehta@eptl.in	9510813528											
Sujith	Sujith@eptl.in	6254919566											
<p>SBI reserves the right to accept or reject any or all applications without assigning any reason thereof, even after opening and no claim or correspondence shall be entertained in this regard.</p>													
<p>For Clarifications Please Contact: 022-26445662, 9867568253; 9930464827 fo.lhomum@sbi.co.in.</p>													

5. GENERAL CONDITIONS:

5.1 The intending applicants are categorically advised to submit documents strictly in the attached formats only through online portal "<https://etender.sbi>" and scanned copies (in PDF format only) to be attached where ever it is specified. The information required should be filled/typed in each and every column and rows of the Formats. The applications received with "partly filled formats" not containing desired information in each and every columns/ points/row of various annexures and where they have written "enclosed/yes/submitted/uploaded etc.," instead of filling the numerical/required data shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the applicant and at the applicant's risk and responsibility.

5.2 The applicant should enter/ fill the detailed data in the given application form in online form. Do not mention enclosed/ yes/ no/ submitted, etc. The applicant should sign and stamp each page of the application & annexure thereby and upload in the <https://etender.sbi>.

5.3 Do not send any hard copies to the office mentioned above.

5.4 The Bank 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.

5.5 Definition of similar works: All qualitative successful completion of WORKS of specified magnitude for Central Government Department / State –Govt Dept/ Semi Govt dept/ PSU / MNC'S which are acceptable to Bank.

Note: i) The works executed under sub-contracts will not be considered.

ii) The maintenance works (AMC, Hiring) will not be considered for evaluation.

iii) The work order value should be exclusive of GST.

5.6 The applicants should have valid PAN, GST, ESI, EPF numbers & Digital Signature Certificate of Class-3.

5.7 MSME:The firms applying under MSME category must have a valid Certificate stating National industry classification code for the similar category in which the firm is applying.

5.8 MSME Firms Exemptions: The firms applying under MSME category must be registered under Central Govt., in relevant category and will be exempted from EMD after submission of valid certificate from MSME

5.9 If any company/Firm Director/Partner having more than one company/ Joint Venture/ Sister Concern, bidder should apply for each trade in the name of any one of Single Company/ Joint Venture/Sister Concern Only. If we found more than one application from

the same/ common Promoter, Partner, Proprietor, Director, Then the Bank reserve its right for summarily reject the other company applications.












- 5.10** The contractors/vendors empanelled by SBIIMS/SBI in the past **need to apply afresh**, else their name will not be considered for empanelment.
- 5.11** The applicant must submit sufficient documentary evidence/work completion certificates etc. meeting the above-mentioned criteria from the Govt./Semi-Govt./PSUs/Banks/ MNC/ Financial Institutions during last 3 years (as stipulated in table).
- 5.12** The applicant **should not have** been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Governments, Semi-governments, PSUs, Banks or any other organisations including any of the Offices/Branch of State Bank of India/SBIIMS during last 3 years from the date of publication / application of this notice. A suitable declaration to be submitted on the Letter Head of the Firm duly signed by the Authorized Signatory only. The application of disqualified/debarred/blacklisted/terminated on account of poor or unsatisfactory performance applicant shall be summarily rejected.
- 5.13** The Bank may choose to carryout physical inspection of works mentioned by the applicants in their application forms in addition to calling for confidential reports from the respective employer/department to ascertain their capability and quality of works.
- 5.14** The performance of all the empanelled contractors shall be reviewed by the Bank at periodical intervals of 6 months or so and the contractors with unsatisfactory performance and also those who do not to respond to three consecutive tender enquiries, without informing any valid reasons will be removed from the panel without notice and no correspondence will be entertained in this regard. Such contractors shall not be eligible for fresh empanelment in the Bank for next 3 years, thereafter.
- 5.15** The contractor should upload the registration details for the EPF, ESI and the Labour license details under the Labour Contract Act. Further, the selected contractors shall be bound to make payment to their workmen through their Bank account and preferably to have their Bank account in State Bank of India branches.
- 5.16** For assessing the Annual Turnover of the last 3 years, contractor must upload valid documents viz copy of Income Tax Return, copies of IT assessment order, Profit & Loss Account and Audited Balance Sheet for the last 3 years.
- 5.17** The firm/ contractor should be profit making during last three financial years ending 31.03.2022











- 5.18** All the pages of application shall be duly signed with stamp of firm and uploaded on <https://etender.sbi> by the contractors, else their application shall be summarily rejected.
- 5.19** Canvassing in any form including bringing influence from any person/agency/Officials/authorities shall lead to disqualification for the empanelment exercise.
- 5.20** The Bank/ SBI reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard.

**Assistant General Manager (P&E)
LHO, Mumbai Metro**

6. APPLICATION FORM

TO BE FILLED IN ONLINE PORTAL (i.e., <https://etender.sbi>)

Sr No		Please fill the Data (Do not mention as enclosed/ Yes/ No/ Submitted, etc.)	Type of Document to be enclosed	Attachment
	Category Applied For			
1.	Name of the Firm			
2.	Constitution of the Firm (Proprietorship/Partnership/Company)			
3.	Date, month & year of Establishment of the firm		Establishment/ companies registration/ partnership deed	
4.	Registration number with (Copy of valid registration to be enclosed.)		Copy of valid registration to be enclosed	
5.	GST Number		GST	
6.	PAN Number		PAN	
7.	ESI Number		ESI	
8.	EPF Number		EPF	
9.	MSME Registration, if so mention number & validity date (in same trade)		Enclose MSME valid certificate	
10.	Weather Startup firm, if so please furnish the number and date.		Enclose valid certificate	
11.	Contact person name			
12.	Mobile Numbers & Telephone numbers			
13.	Email ID			
14.	Registered Office Address		Gumasta Certificate & Ownership/ Leased Document.	
15.	Local Office Address (Mumbai / Thane / Palghar / Raigad)		Gumasta Certificate & Ownership/ Leased Document.	
16.	Communication Address			
17.	Name of Partners/ Associates/ Directors			

Sr No		Please fill the Data (Do not mention as enclosed/ Yes/ No/ Submitted, etc.)	Type of Document to be enclosed	Attachment
18.	Bio-data of Partners/ Associates/ Directors. Bio-data to be given in the Uploaded format		Submit Attachment	
19.	Bankers Name & Details			
20.	Whether registered/ empaneled with Central Govt./State Govt./Financial Institutions/PSU's/MNC, furnish their names category and date of registration.		Enclose letters of empanelment	
21.	Declaration regarding near relatives working in the Bank		Annexure '1'	
22.	Whether empaneled with SBI Mumbai Circle/ other SBI Circles or other Government / PSUs, Banks (Public/ Private sector).		Enclose letters of empanelment	
23.	In formation relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed during last 7 years by an arbitrator. If so, submit the details.		Annexure '2'	
24.	Declaration under Rule 144 (XI) of General Financial Rules of 2017 vide order no. F. No. 6/8/2019/PPD dated 23 July 2020`		Annexure '3'	
25.	List of Major works on hand as on 01.03.2022		Annexure-'4'	
26.	Amount of service tax/GST paid year wise during last 3 financial year ending on 31 st March of the current year with income tax return Form ST-3 as document proof		Enclose ST-3 form	
27.	Turnover			
	FY 2021-22	₹	Certificate issued by CA/ Profit & Loss statement	
	FY 2020-21	₹	Certificate issued by CA/	

Sr No		Please fill the Data (Do not mention as enclosed/ Yes/ No/ Submitted, etc.)	Type of Document to be enclosed	Attachment
			Profit & Loss statement	
	FY 2019-20	₹	Certificate issued by CA/ Profit & Loss statement	📎
28.	Signed copy of Declaration		Annexure-“5”	📎
29.	Signed copy of Application		Signed copy of Empanelment Notice	📎

Signature with seal

Name:

Place:

Date:

DECLARATION REGARDING NEAR RELATIVES WORKING IN THE STATE BANK OF INDIA

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 the State Bank of India as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, the State Bank of India 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:

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS
EXECUTED IN THE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION**

Year	Award for or against Applicant	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

Declaration-Cum- Certificate on the Letter Head of Bidder Regarding Restrictions on Procurement From Bidders From A Country Or Countries, On Grounds Of Defence In India, Or Matters Directly Related Thereto, Including National Security.

Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No 6/18/2019/PPD dated 23rd July 2020

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We, the bidder (Specify full name -----) certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

(Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidences enclosed:

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)
2.
3.
4.

Date:

Place:

LIST OF MAJOR WORKS on hand IN CENTRAL GOVT./STATE GOVT./FINANCIAL INSTITUTIONS/PSUs/MNC as on 30.11.2022 List of Major works

(Upload supporting documents i.e. Work order Obtained from the Clients)

S. No.	Name of Work	Work executed for (Name of the Organization with Brief Address of Concerned Office & Contact No.)	Nature of Work	Location of the Work	Actual Value of the Work	Stipulated Date / Time for Completion
1						
2						
3						
4						
5						

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.
2. For certificates, the issuing authority shall not be less than an Executive in charge.

Name of Authorized Signatory

Sign & seal of the applicant

DECLARATION

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
3. I/We agree that the decision of Bank in selection of contractors will be final and binding to me/ us
4. I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India anywhere in India during last 7 year from the date of application.
5. I confirm that, I have applied only one application in single trade against all my Joint Venture/ Sister Concern companies/ firms.
6. I hereby confirm that all information, particulars, copies of certificates & testimonials in connection submitted with my empanelment application are correct and genuine. I am, therefore, liable to face appropriate actions as deemed fit by the Bank, in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.

Place:
Date:

Signature of the contractor with seal

7. DISCLAIMER

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

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each Vendor may require. Each Vendor should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent 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 RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Vendor.

8. Scope of Work:

- 8.1**To prepare a panel of reputed & reliable Manufacturers/ Firms/ Companies/ Dealers/ Vendors dealing in supply, installation of Fire Safety, we propose following scope of work
- 8.2**Supply, delivery at site, unloading, any other services associated with the delivery of equipment and installation, cabling, commissioning, providing warranty/ Post warranty services i.e. Comprehensive Annual Maintenance Contract (CAMC) and AMC's of existing fire safety equipment and any other related accessories/services for the complete installation and commissioning of systems in the State Bank of India branches/ offices/ATM's etc in the Mumbai Metro Circle.
- 8.3**The products proposed by the vendor **should be from OEM which** should be **UL /FM** (Underwriters Laboratories Inc) certified. **CE** (*Conformité Européenne* ("European Conformity")) / **BIS** (Bureau of Indian Standard) certified is desirable. A proof of the same is required to be provided by the vendor.
- 8.4**The proposed fire safety equipment should be of an established brand and should be in market for the last 05 years (Proof to be submitted). Bidders applying either for one or for all fire safety equipment systems must carefully select the categories before submitting the applications.
- 8.5** Comprehensive Annual Maintenance Contract (CAMC) of the existing fire safety system. The required back to back supported certificate from manufacturer of the existing fire safety Equipment will be arranged by the vendor.
- 8.6** Vendor shall provide 'Form B' for Fire alarm systems as per Maharashtra fire prevention and life safety measures act-2006 in the month of January and July. One copy of same to be submitted to respective branch and one copy to RBO along with invoice.
- 8.7** VENDOR shall during the period of agreement / contract supply, install maintain Fire Safety SYSTEM installed in the Branches / Offices under the LHO Mumbai Metro in good working order and for this purpose shall provide the maintenance service.
- 8.8**Thorough check up, testing, servicing cleaning, inspection, & maintenance etc. of complete fire safety systems and its accessories.
- 8.9** In case any of the fire system requires major repairs, the vendor shall provide a replacement before taking the defective equipment for repairs so that the branch remains under protective safety cover all the time. If require, vendor may coordinate with earlier service provider.

8.10 Will have to provide 04 mandatory branch visits and on-call visits in case of any Emergency Calls, by the respective branches.

9. THE BIDDING DOCUMENTS

9.1 The Vendor is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Vendor's risk and may result in the rejection of the Bid.

9.2. CLARIFICATION / AMENDMENT OF BIDDING DOCUMENT

9.2.1 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted by Bank, the same will be put up on Bank's Website.

9.2.2 All vendors must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by vendor.

9.2.3 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Vendor, may modify the Bidding Document, by amendment.

10. BID PRICES

10.1 Prices are to be quoted in **Indian Rupees** only.

10.2 Prices quoted should be all inclusive but excluding taxes.

10.3 Prices quoted by the Vendor shall be fixed for minimum 01 year. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

10.4 Bank may review the price of all the equipment in the tender every year through bidding process.

10.5 On selection, the price break up item wise to be submitted and **under no circumstance, price of individual items should be quoted/ sold to the Bank above its MRP**. Quoting of price of item above MRP will reject the bid and next lowest vendor will be given chance to offer his product.

11. Earnest Money Deposit (EMD)

11.1 The Vendor shall furnish, as part of its Bid, an EMD in form of DD/pay order in the name of AGM (P&E), SBI, LHO Mumbai Metro payable at Mumbai. The

EMD amount as per Para-1.1 for each of the fire safety item, Vendor intend to empaneled.

11.2The EMD is required to protect the Bank against the risk of Vendor's conduct, which would warrant the EMD's forfeiture.

11.3 Any Bid without an EMD unless exempted will not be entertained, as non-responsive.

11.4 The EMD of the unsuccessful Vendors shall be returned within 30 days from the date of award of contract to successful vendor and no interest shall be payable on EMD of unsuccessful renderers.

11.5 The successful Vendor's EMD will be returned / adjusted against the security deposit amount as per Para-1.1 for each of the fire safety item, Vendor intend to empaneled with. This money will be held up to the existence of contract with the vendor.

11.6The EMD may be forfeited or appropriate actions to be initiated for EMD exempt category:

(a) if a Vendor does not participate in the reverse auction or

(b) if a Vendor makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

(c) in the case of a successful Vendor, if the Vendor fails;

(i) to sign the Contract; **or**

(ii) to furnish security money deposit.

12. BIDDING PROCESS (TWO STAGE)

12.1For the purpose of the present tender, a two-stage bidding process as mentioned below will be followed for each category of fire safety equipment:

(a) Technical Bids

(b) Commercial Bids

12.2 Indicative **Price Bid Proposal**, as per the as per **Annexure A** on the Vendor's letter head wherein the "**All Inclusive Price**" excluding taxes under the signature and seal. He will also enclose the price break up as per Annexure G1 and G2 separately. Indicative price bid should be given along with EMD

12.3 In the first stage, only TECHNICAL BID will be evaluated as per matrix. Bidders satisfying the technical requirements as determined by the Bank and who accepts the terms and conditions of this document, on positive feedback from referral institutes and demonstration of products shall be short-listed for second stage.

12.4 If adverse feedback is conveyed by the referral Institute/ Office that bidder will be disqualified.

12.5 Under the second stage, the COMMERCIAL BID of only those bidders, who are qualified in Technical Bids will be considered.

13. PRELIMINARY EXAMINATION & EVALUATION OF BIDS

The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

13.1 TECHNICAL EVALUATION

13.1.1 Only those Vendors and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

13.1.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

13.1.3. Bank reserve the right to verify the photocopies of documents submitted by the bidders with the originals.

13.1.4 Bank will evaluate the technical and functional specification of all the equipment quoted by the Vendor and weightage for various features would be as per the EVALUATION MATRIX given below.

TECHNICAL BID: EVALUATION MATRIX

S. No	Parameter	Criteria	Max Marks	Marks Obtained
1.	Constitution of the Firm	Sole Proprietary – 02	06	
		Partnership – 03		
		Private Limited – 05		
		Public Limited – 06		
2.	Total Average Annual Turnover during last three years (in relevant activity)	Up to Specified limit – 02 (extra ½ marks for every completed 20% above specified limit) Max- 05	05	
3.	Vendor is a profit-making company for last 03 years	Profit making in all last 03 years – 05	05	
		Profit making in last 02 years – 03		
		Profit making in last 01 year – 01		
4.	Years of experience	More than 7 & up to 10 years – 05	10	
		More than 10 & up to 13 years – 07		
		More than 13 & up to 15 years – 10		
5.	Bidder Status:	Manufacturer of the given brand – 05	05	
		Subsidiary company of given brand- 04		
		Authorized dealer of the given brand- 03		
		None of the above – 00		
6.	ISO certificate given for excellence to the bidding Company / Vendor	Yes – 03	03	
		No – 00		
7.	Vendor is empaneled with (in last five years)	Other SBI LHOs – 05 marks	08	
		Government/ Semi Govt / PSU (other than SBI)/ FI - 02 mark		
		Establishment other than above- 1 mark		
8.	Presence of Company Office in Mumbai / Thane / Palghar / Raigad	Mumbai (any dist) – 03	08	
		Thane - 02		
		Palghar- 02		
		Raigad - 01		
9.	Site visit, Technical Presentation, and equipment demonstration at LHO, Mumbai Metro	Technical Presentation / Client Feedback – 15	25	
		Equipment demonstration -10		
		Total	75	

13.1.5. Marks under each parameter will be awarded by the committee and the decision of the Committee will be final. Minimum qualifying marks shall be marks obtained within 20% of the highest obtained marks. The bids of vendors securing less than the qualifying marks will not be considered for further evaluation. **For example, if the highest vendor score 60 marks, then applicants scoring 48 marks and above will be considered for further process.**

13.1.6 During evaluation and comparison of bids, the Bank may, at its discretion ask the vendors for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the vendor shall be entertained.

13.1.7 The intending Manufacturer/ Firm/ Company/ Dealer/ Vendor who are under arbitration/ litigation with our Bank or have been black listed/ de-listed/ de-empaneled by any Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment.

13.2 COMMERCIAL BIDS: Rate fixation of different components of various fire safety System: Through e-reverse auction.

13.2.1 Those Vendors who qualify in Technical evaluation and subsequently empaneled in the Bank, will be allowed to participate in e-reverse auction.

13.2.2 Bidding **will be done for all branches/ offices/ ATMs falling under Mumbai Metro Circle.** It should be noted that the rates of individual items should not be quoted above MRP otherwise the bid will not be accepted.

13.2.3 The L1 Vendor will be selected on the basis of total package cost to the Bank in the price bid.

13.2.4 Arithmetic errors, if any, in the price breakup format will be rectified as under:

- a. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the vendor does not accept the correction of errors, the bid will be rejected.
- b. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

- c. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

13.2.5 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any vendor.

14.FINAL RATES OF INDIVIDUAL ITEMS:The final rates of individual items will be calculated in ratio of total amount quoted by the lowest bidder through reverse auction process and the amount quoted in indicative price bid, after taking out the K factor, in the following manner:

14.1 Bidding Example: Indicative Price Bid submitted by vendor:

	Rate (R)	Quantity	Amount
	100	2	200/-
	200	3	600/-
	300	4	1200/-
Total amount in Indicative Price bid			2000/-

Total amount in Indicative Price bid 2000/-

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

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

$$K = 1600 / 2000 = 0.8$$

The item wise final price to be confirmed by the vendor shall be as under:

	Final Rate= K*(R)	Qty.	Amount
	100x0.8	2	160/-
	200x0.8	3	480/-
	300x0.8	4	960/-
Total amount worked out after e-reverse Auction			1600/-

14.2 The lowest bidder after the e-reverse auction process will have to email the duly signed filled-in prescribed format to SBI through service provider within 24 hours of auction without fail.

15. QUOTATION OF PRICES FOR ALL ITEMS: The Vendor should quote for complete solution proposed/ listed in this Bid. In case, prices are not quoted by any Vendor for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Vendors participating in the bidding process will be reckoned as the notional price for that service, for that Vendor. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Vendors (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Vendors. However, the Bank reserves the right to reject all such incomplete bids.

15.1 The commercial bid shall include the complete cost of the project, implementation cost i.e. all cost involved till the time of testing and satisfactory handing over the complete system to the purchaser i.e. the State Bank of India.

15.2 The commercial bidding process for fixation of different component of Fire Safety System will be through e-reverse auction.

15.3 The online reverse auction shall be conducted by the Agency authorized by the Bank to conduct the e-bidding process. The short-listed vendors will be trained by the Agency for this purpose, and they should also be willing to abide by the E-business rules framed by the Bank in consultation with Agency. In this connection, the vendors should sign the business rules documents prescribed by the above agency and the Bank. For the purpose of -reverse auction, the vendor will **arrange for the digital signature.**

15.4 Bank reserve the right to reject unexpectedly low commercial bids and debar the Vendor from participating in Banks tendering process for next three years.

15.5 No Vendor shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

15.6 Any effort by a Vendor to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Vendor's Bid.

16. AWARD CRITERIA

16.1 The Bank intend to empanel 4 vendors (one each for one zone (AO-Administrative office). The allocation of work will be tentatively done in the following manner provided the vendors are willing to match the L-1 price: However, Bank reserves the rights to modify the criteria.

- a) Allocation of work will as per preference mentioned in Annexure G-3. L1 vendor will be given his choice of preference as mentioned by him.
- b) If L2 vendor matches price with L1, then he will be given choice of preference as per availability and so on for L3 & L4 vendor.
- c) In case any/each of L2, L3 & L4 are not willing to work for L1 rates than the offer will pass to the next vendor's i.e L5, L6 and so on. In case, No vendor agrees to work in L1 price, then the entire contract shall be performed by L1 vendor

16.2The Bank will award the Contract to the successful Vendor, who is willing to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid i.e L1. The Bank may, if considered necessary, hold comprehensive price negotiations with L1 vendor.

16.2.1The work will be given to the L1 vendor and in case L1 shows unwillingness to work then the work will be passed on to L2 vendor and his EMD will be forfeited and will not be allowed to participate in future tender process for three years.

16.3The Bank reserves the right at the time of award of contract to increase or decrease the numbers of branches or numbers of fire safety system required or change in location where equipment are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

17. NOTIFICATION OF AWARD

17.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Vendor in writing or by e-mail, that his Bid has been accepted.

17.2 The notification of award will constitute the formation of the Contract. The selected Vendor should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

17.3 Upon notification of award to the L1, L2, L3 & L4 vendors, the Bank will promptly notify each unsuccessful Vendor and will discharge its EMD.

17.4 Although, the work will be allotted up to L-4 vendor, remaining vendor(s) if any will be empaneled in the bank for 03 years. For this they have to submit their consent letter. They will not be allotted any work immediately. But in case of

unsatisfactory performance by any of the empaneled vendors, the Bank may award work to another empaneled vendor if they agree to work in approved L-1 price for the contract period. Or they will be called to participate in future commercial bids for the Fire Safety system, they have been empaneled.

18. EMPANELMENT OF THE VENDOR:

18.1 Those Vendors who qualify in pre-qualification and Technical evaluation will be eligible for **empanelment in the Bank for period of 03 year from the date of signing of agreement.** The **validity of empanelment may be renewed at the discretion of the Bank on the existing terms and conditions for another one year, provided that the vendor performance is found to be satisfactory during the Contract period.**

18.2 The performance of the vendors will be renewed on half yearly basis. The vendors have to submit their consent in writing for working with bank as per the Term and Condition of this RFP in their company letter head, seal and signed by the authorized person. It is to note that after the completion of half year if the vendor does not get de-empanelment notice from the Bank it will constitute that the vendor empanelment continues in the Bank for another one year.

18.3 The **vendor empaneled with State Bank of India must have to open an account with Bank in which all cash transaction with Bank will be done.** If the vendor did not have account with State Bank of India, then they have to open it within 07 days after getting empaneled with the Bank otherwise they will not be allowed to participate in the Commercial bid.

18.4 Review of the performance of the empaneled vendor will be done on half yearly basis.

18.5 Empaneled vendors will work in his allotted jurisdiction only. Any breach in this, will lead to de-panel the vendor.

19. SECURITY DEPOSIT: Security Deposit as per **Para 1.1** in the form DD / pay order (in the name of AGM P&E SBI LHO Mumbai Metro payable at Mumbai) to be submitted by the successful vendor within 07 days and this amount will be deposited in the Bank's current Account and the vendor will not get any interest on the amount. Contract will be signed after deposit of the security deposit amount. The amount will be held by the Bank during the term of the contract.

20. SIGNING OF CONTRACT:

- 20.1** In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Vendor.
- 20.2** Failure of the successful Vendor to sign the agreement with the Bank shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 20.3** The Bank reserves the right either to forfeit the security deposit or to cancel the purchase order or both if the Vendor fails to meet the terms of this RFP or contracts entered into with them.
- 20.4** With this empanelment of Vendors for supply of fire safety equipment, Banks will not be debarred from its right to call tender for purchase of one or all or any of the fire safety equipment from the open market or from the empaneled Vendors, if the situation so warranted.

21. MISCELLANEOUS

- 21.1** The Vendor shall present a comprehensive description of the architecture and configuration of the proposed system, identifying salient features and functions that include design proposal with layouts, diagram, etc. Third party equipment offered, as system integrator must be indicated. The selected final vendor must provide a project execution plan with a technical proposal wherever required or asked by the Bank.
- 21.2** All systems and components must be in compliance with certifications as mentioned in the respective specifications.
- 21.3** The Bank may request to arrange for the OEM/ third party inspection of the products/equipment provided (as per the RFP document) for the system installed for its meeting the entire RFP criterion. The vendor who wins contract shall provide all the possible assistance in this process. In case it was found that the equipment/hardware/ software supplied is not as per given brands / specifications, SBI will take a suitable action as deemed fit.
- 21.4** It will be imperative on each of the vendors to fully acquaint themselves with all the local conditions and factors, which can have any effect on the performance of the contract.
- 21.5** Earthling arrangements for all the equipment shall be the responsibility of the

Supplier and to be carried out as per standard procedures.

21.6 The system software should be free of cost along with the system price and in future if any up gradation is required for running of the system then it should be upgraded free of cost.

21.7 The selected Vendor will enter into an agreement with each of the RBOs separately, they will be working with.

21.8 Vendor should carry out installations / AMC tasks in close coordination with the Branch Manager, Officer and **Chief Manager (Compliance & Risk)** posted at Branches, AO/RBO, depending on the Bank's requirement.

21.9 The selected Vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the grounds for the Bank's action.

22. TECHNICAL SPECIFICATION: All necessary hardware and software required to make the fire safety system will be strictly as per technical specifications given for each of the equipment (Refer **Annexure E & F** specification/ qualification). The specifications given are minimum. Vendors can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.

23. TERMS AND CONDITIONS OF CONTRACT (TCC)

23.1 DEFINITIONS: Certain terms used in this Agreement are defined hereunder. Other terms used in this unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 23.1.1** 'The Bank' shall mean the State Bank of India (including its branches and its offices.
- 23.1.2** "Vendor" is the bidder who will participate in the tender process and also covers those who will be successfully empaneled in the Bank.
- 23.1.3** "Confidential Information" shall have the meaning set forth in CONFIDENTIALITY.
- 23.1.4** "Deficiencies" shall mean unsatisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this Agreement.
- 23.1.5** "Documentation" 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 23.1.6** "Intellectual Property Rights" shall mean, , any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 23.1.7** "Request for Proposal (RFP)" shall mean RFP NO. MUM20221214 dated 22/12/2022 along with its clarifications/ corrigenda issued by the Bank from time to time.
- 23.1.8** 'Services' shall mean and include the Services offered by Vendor including but not limited to Comprehensive Annual Maintenance Contract under this Agreement. Services' shall also include the Implementation Services, Training Services and Maintenance Services etc. and other incidental services and other obligation of the service provider shall be provided under this Agreement

- 23.1.9** “The Contract” means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 23.1.10** “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 23.1.11** “AMC Charges” means the price payable to the Service Provider under the Agreement. The obligations expressed under the AMC shall include all costs relating to labour, spares, maintenance (preventive, unscheduled), and transport charges from site to manufacturer’s works and back for repair/adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to VENDOR.
- 23.1.12** “The Equipment” means all the hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;
- 23.1.13** “The Services” means those services ancillaries to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;
- 23.1.14** “TCC” means the Terms and Conditions of Contract contained in this section;
- 23.1.15** “The Project” means supply, installation, testing and commissioning of hardware / software & services. It also includes maintenance of the equipment.
- 23.1.16** “ AO/RBO” means Administrative Office/ Regional Business Office of State Bank of India.
- 23.1.17** In case of a difference of opinion on the part of the Vendor in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Vendor.

24 USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 24.1** The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in

connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

24.2 The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

24.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

24.4 The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

25 **PATENT RIGHTS/INTELLECTUAL PROPERTY RIGHTS:**

25.1 THE VENDOR shall warrant that the repair and maintenance service/products offered for sale do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. THE VENDOR shall indemnify SBI from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach or infringement of patent/ copy right /license/trade secret or other property right of any other person or other entity for the hardware/peripherals/equipment sourced either from third parties or from themselves.

25.2 In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

26 INSPECTION AND QUALITY CONTROL TESTS

26.1 The Bank reserves the right to carry out pre-shipment factory / godown inspection at **the location of vendor** by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Vendor's office. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank.

26.2 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

27. DELIVERY/INSTALLATION SCHEDULE & PENALTY FOR DELAYED DELIVERIES/INSTALLATIONS:

27.1 Delivery and installation of fire safety equipment should be within **15 days** from date of placing of work order.

27.2 In the event of the equipment not being delivered, installed, tested and commissioned within a period **of 15 days** from date of work Order, a penalty of 01 percent of the total consideration for each week or part thereof the delay, subject to maximum amount of five (05) percent of the total consideration will be charged to vendor.

27.3 This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of Security equipment.

27.4 In event of further delay(beyond 5 weeks) in installation or maintenance visit, the Bank reserves the right to cancel the Work Order/ AMC and forfeit the EMD/Security money deposit. In the event of such cancellation, the vendor is not entitled to any compensation. **Please note the installation/maintenance schedule shall be followed strictly as stipulated. Any delay shall be viewed seriously and penalties levied.**

27.5 PENALTY DURING AMC:

Any complaint /request intimated to you should be attended before 48 hours of intimation of complaint/request. In case of delay after 48 hours, penalty will be imposed Rs 100/- per day with ceiling of 50% of AMC amount.

However, this penalty shall also not apply in case of delays in restoration of system caused by so called acts of God, War, Earthquake, Tsunamis, Riots, Bandhs, Civil

Disturbances, any of which affect either the vendor's nearest service centre or the site of installation.

Appropriate Penalties will be recovered from the quarterly payment if successful bidder is not able to achieve required Service levels as mentioned below:

S.No	SLA	Target Penalties	
1	Complaint resolution	Within time limit as per RFP -Nil Delay of each day in complaint resolution – Rs. 100/- / day	
2	Not carrying out AMC as per schedule	Rs. 500/- for every week of delay	
3	Penalty, once the maximum penalty reached.	Bank may terminate the contract and Forfeit the Security Deposit.	
4	Not keeping required Manpower as per SLA	Rs. 1000/- per technician, at every instance	

28. DELIVERY/ INSTALLATION & DOCUMENTATION:

28.1 Delivery/Installation of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-

- (a) Two copies of Vendor's Invoice showing Contract number, Products description along with serial number and Part number, quantity, unit price and Total amount, bar code should be pasted in the installation certificate.
- (b) Manufacturer's / Vendor's warranty certificate, User manuals, CDs etc

28.2 The above documents shall be handed over by the vendor to the branch on handing over the fire safety equipment to the branch. Payment will be released after handing of the above-mentioned documents.

28.3 Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered.

29 **ACCEPTANCE PROCEDURE:** On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the installation certificate signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

30 INSURANCE:

The fire safety equipment during defect liability period will be covered under insurance. Should any loss or damage occur during installation, the Vendor shall promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

31 WARRANTY:

31.1 The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, that may develop under normal use of the supplied products in the conditions prevailing in India.

31.2 Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of installation, commissioning and handing over of the equipment to the Bank.

31.3 All of the terms, warranties and benefits granted by VENDOR herein are comparable to or better than the equivalent terms being offered by VENDOR to any of its present customers. If VENDOR shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favourable terms, this Agreement shall thereupon be deemed to provide the same to the Bank.

31.4 The Vendor shall in addition comply with the performance guarantees specified under the contract if, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

31.5 On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of one year from the date of commissioning and handing over of the equipment to the Bank. The

Vendor shall repair or replace worn out or defective parts of the equipment at his own cost including the cost of transport. No charges, fees, accommodation, boarding, etc, shall be paid or provided by SBI to the service engineer or assistants.

32. PREVENTIVE MAINTENANCE: the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) quarterly of newly installed as well as existing fire safety equipment.

32.1 Vendor will arrange for all necessary authorization certificates for back to back support for maintenance of the existing fire safety system from the manufacturer of the equipment. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services :

- a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
- b) The Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from **09.00 A.M. to 07.00 P.M.** on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose, the VENDOR shall keep sufficient stock of spares for 05 years from date of installation of equipment.
- c) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- d) The Bank shall maintain a Security register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the

action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. Maintenance visit will be only counted when in the report system and all its accessory will be marks as working properly. The original of the field call report shall be handed over to the Bank's official.

- e) The VENDOR shall provide replacement equipment of similar brand or similar brand with higher make if any equipment is taken out of the premises for repairs.
- f) The obligations expressed under the warranty expressed above shall include all costs relating to labor, spares, maintenance (preventive, unscheduled), and transport charges from site to manufacturer's works and back for repair/adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to VENDOR.
- g) VENDOR shall further ensure that the EQUIPMENT is not down at any time for want of spare parts.
- h) VENDOR shall provide repair and maintenance service, in response to oral, including telephone, notice by the Bank, within 48 hours and also provide a complaint number for tracking the complaint status. VENDOR shall ensure that faults and failures intimated by the Bank at above are set right within 48 hours of being reported.
- i) The vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security / Fire Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.
- j) The selected Vendor should carry out all installation/AMC tasks in close coordination with the Fire Officer at LHO and Chief Manager (GB/Admin) posted at AO/RBO, depending on the Bank's requirement.
- k) During the period of contract due to any reason if there is shortage of spares or the selected model is not available in the market then the company will provide another model, same brand with equivalent configuration or higher on same rates and terms and conditions which should be accepted by the

Bank.

33 TRANSFER OF OWNERSHIP: Transfer of ownership of the property shall be effective as soon as the equipment is installed, tested and commissioned at the SITE and accepted by SBI. While repairing, any worn or defective parts replaced by the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.

34 MAINTENANCE AND SUPPORT:

- a. The VENDOR's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement on showing of identity card issued by the vendor to its technician.
- b. However, if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
- c. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
- d. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the fire safety Equipment or to the other electronic equipment of the branch or its property, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK to its full present cost.
- e. Comprehensive Service Level Agreements (SLA) or AMC for 01 year to be provided by vendors and will essentially have to enter in to an Comprehensive Annual Maintenance Contract (**Annexure D**) for a minimum period of one year for maintenance of the system installed by them after the expiry of the warranty period.
- f. Annual Maintenance of the existing fire safety system is compulsory to be

done by the vendor. If the vendor did not have back to back supported certificate from manufacturer of the existing fire safety equipment then he will arrange for it.

- g.** AMC visit will be construed to be done only when the system is found to be functioning completely/ properly. Vendor will submit maintenance certificate as given in **Annexure H**
- h.** VENDOR shall keep **sufficient standby fire safety equipment and** spares of essential kits or parts of the EQUIPMENT all the time, as may be required to keep the downtime minimal. The VENDOR, if he chooses, may install his own standby system of identical specification/ make, if such systems are acceptable to SBI.
- i.** In case of services rendered by the VENDOR is not satisfactory, the Bank will forfeit the Security deposit. He will be de-empanelled in the Bank for next 03 years. His work will be allotted to the other empanelled vendor.
- j.** In the event VENDOR decides to discontinue the supply of sub assemblies, kits of parts, components and spare parts for the EQUIPMENT purchased after the expiry of the said five years, VENDOR shall give 03 months notice prior to such discontinuance and assist SBI to make alternative arrangements.
- k.** All engineering changes generally adopted hereafter by VENDOR for equipment similar to that supplied, as per the schedule of work, shall be made to the EQUIPMENT at no cost to SBI.
- l.** The contact details of service centre, technicians and Manager i.e. telephone numbers, Mobile No., Fax No., E-Mail id, or service focal point(s) to be provided to the Fire Officer, Chief Manager (GB/Admin) of AO/ RBO. In case, there is any change, updated list should be submitted to the Bank immediately.
- m.** **AMC VISIT REPORTS:** Will have to provide 04 mandatory branch visits and 02 on-call free visits and thereafter, in case of any Emergency Calls, the respective branches will pay to the Vendor representatives actual to and fro bus fare and per diem allowance as decided by the Bank.

 - i.** AMC Vendor shall prepare four copies of the visit report (as per Annexure-H) and each report will be counter signed by the Branch Manager. One copy will be handed over to the Branch Manager
 - ii.** Second copy to be retained by the vendor.
 - iii.** Third copy to be sent to the Security Officer at AOs.

- iv. Fourth copy shall be sent to the Premises & Estate Department at LHO.
- v. Necessary entries along with dates should be made in the Security information register, and duly signed by the representative of the vendor and the Branch Manager.
- vi. Quarterly report shall be sent on email to Fire Officer within a week at the end of the each quarter.

n. SECURITY:

- i. All the employees of the Vendor/OEM must always carry/display their identity cards for authentication without which they will not be allowed entry in the Bank.
- ii. VENDOR agrees that he and his personnel will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.
- iii. A complaint number shall be generated for all complaints received from the Bank by the Vendor for future references.
- iv. The vendor will submit the list of his technicians who will visit the branch for service support to the concerned Fire officer, Chief Manager (C&R/Operations) AO/ RBO. Whenever there is changes in the names of the technician, the vendor will submit the fresh list to them.
- v. **SUBCONTRACTING:** The Vendor shall not assign or sub contract, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.
- vi. The VENDOR will not subcontract or permit anyone other than The VENDOR's qualified personnel to perform any of the work, services or other performance required or The VENDOR under this agreement without the prior written consent of the bank. However, such restriction is not applicable for service/repairs/maintenance is being provided by the authorized representative of original Equipment Manufacturer, subject to proper authorization by the VENDOR, in his presence.

o. CONFIDENTIALITY:

- i. The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be

damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

- ii. The VENDOR / Bank will treat as confidential all data and information about the VENDOR / Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

35 TRAINING: USER MAINTENANCE: It is important that the user is aware of the importance of the Fire Safety System and its operations. The AMC Vendor shall offer in-depth training to the branch staff on the offered solution according to the following:

35.1 Provide hands on training to the branch staff

35.2 Train bank staff on operations of the system including special features, data retrieval, troubleshooting & routine maintenance of security system.

35.3 The training shall be conducted by the vendor within the branch / office premises.

35.4 Educate the staff about the reporting channels of faults, as soon as possible after they are discovered.

36. PAYMENT TERMS FOR NEW INSTALLATIONS:

36.1 Payment shall be made in Indian Rupees.

(a) Total amount on installation, commissioning and hand over of the new equipment to the Bank.

(b) Payments will not be released for any part-shipment or short-shipments.

Note: No advance shall be paid at the time of placing the work order.

36.2 PAYMENT SCHEDULE FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

a) There will be quarterly visits for the AMC. 50% of the AMC amount shall be payable after first visit and remaining 50% after the last visit, **subject to** satisfactory completion of maintenance work.

b) **PRICES:**

The quotation must be complete in itself, properly worked out to cover all THE VENDOR'S obligations under the contract and all matters and things necessary for the proper completion of the work, and the rates quoted therein must be correct and sufficient to cover THE VENDOR'S costs, overheads and profits etc, completely for the individual items of work including cost for all necessary materials and labor, cost of installation, transportation, travelling, training but GST or duty levied by the Local/State/ Central Government as on the date of submitting quotations, if and as applicable. Price will be inclusive of insurance against loss or damage by fire, theft or other usual risks during transit, and till the work is complete at site and handed over to SBI at site in all respects according to the true meaning and intent of the contract. All the employee of the Vendor who will visit branches/offices etc will have also be covered in insurance and in case of any eventuality bank will held not liable for payment towards their insurance.

36.2.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to change for the one year from the entry into the Contract or till such time rates are reviewed by the Bank.

36.2.1 The Vendor will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government (Central/ State) taxes, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

36.2.2 The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

36.2.3 Bank may constitute a committee for assessing the price of the equipment during the term of the contract and if there is drastic reduction in the rate of any equipment or its accessories, the benefit of it to be passed to the bank.

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

36.4 VENDOR'S OBLIGATIONS

36.4.1 The Vendor is responsible for and obliged to conduct all contracted activities

in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

36.4.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

36.4.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

36.4.4 The Vendor will abide by the job safety measures prevalent in India including the insurance coverage of its staff and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence/ or during performance of any work in the Bank. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

36.4.5 The Vendor shall issue Photo-Identify Cards to all its employees who would be deployed for the survey / installation / maintenance or any other job for the system. The Photo-Identify Cards shall be signed by the employee concerned, the authorized signatory of Vendor, Photo copy of such Photo-Identify Cards to be deposited with the Premises & Estate Department. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

36.4.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

36.5 TERMINATION FOR DEFAULT:

36.5.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

36.5.2 If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract,

or

within any extension thereof granted by the Bank;

or

If the Vendor fails to perform any other obligation(s) under the Contract.

36.5.3 In the event the Bank terminates the Contract the vendor will not be allowed to take part in any further tender of fire safety system for next 03 years from the date the Banks terminates the contract.

36.6 **FORCE MAJEURE:**

36.6.1 Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

36.6.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

36.7 Termination **for Insolvency:** The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

36.8 Termination **for Convenience:** The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

36.9 RESOLUTION OF DISPUTES:

36.9.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms.

36.10 JURISDICTION:

36.11.1 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai.

36.11.1 All dispute arising out of or connected with this contract shall be instituted in the Court of competent jurisdiction situated in Mumbai.

36.11.2 Saving clause: No suits, prosecution or any legal proceedings shall lie against the State Bank of India or any employee of the Bank for anything that is done in good faith or intended to be done in pursuance of this agreement.

36.11.3 Governing Language: The governing language shall be English.

36.12 ADDRESSES FOR NOTICES: The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

**AGM (Premises & Estate)
Mumbai Metro
STATE BANK OF INDIA,
PREMISES & ESTATE DEPARTMENT,
LOCAL HEAD OFFICE, "SYNERGY",
C-6, G BLOCK,
BANDRA KURLA COMPLEX,
MUMBAI-400051**

36.13 TAXES AND DUTIES

36.13.1 The Vendor will be entirely responsible for all applicable taxes of Central / State Government license fees, **road permits**, GST etc. in connection with delivery of products at site including incidental services and commissioning.

36.13.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

36.13.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. 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 in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

36.14 The Vendor shall make his own arrangement for the engagement of all labor and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the Warranty period. Vendor shall indemnify the Bank from all claims relating to Workers/Staff/Sub-Vendor's Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

36.15 **LIABILITY AND INDEMNITIES:**

36.15.1 VENDOR represents and warrants that the supply repair and maintenance service to be provided do not violate or infringe upon any patent, copyright, trade secret, or other proprietary right of any other person or other entity. VENDOR agrees that it will, and hereby does, indemnify the Bank from any claim, damages, loss, penalty etc., directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

36.15.2 Vendor 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 Services rendered by the Vendor or breach of any obligations mentioned in clauses hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Vendor. The Vendor 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 Vendor.

- 36.16** Vendor 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.
- 36.17** The Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor .
- 36.18** The Vendor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Vendor without undue delay. The Vendor also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.
- 36.19** Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software/ hardware / any other system.

(To be furnished on Vendor's letter head)

To:

**Asst Gen Manager,
State Bank of India,
Premises & Estate Department(Mumbai Metro),
3rd Floor, Local head Office,
“Synergy” Plot No. C-6, “G” Block,
BandraKurla Complex,
Mumbai - 400051**

Dear Sir,

PRICE BID PROPOSAL

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price Bid for supply, installation, testing, commissioning & AMC of the

- Fire Extinguishers
- Smoke Detection and Fire Alarm **system**

in conformity with the said Bidding documents as under

Rs. _____ (Rupees _____) (*Total Proposal amount in words and figures*). All inclusive charges , excluding GST for Annexure G

The price-break up as per Annexure G1 & G2 related to the Fire equipment is enclosed

2. While submitting this bid, we certify that:
 - a. The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
 - b. Price bid submitted by us have been arrived at without agreement with any other Vendor of this RFP for the purpose of restricting competition.
 - c. The Price bid submitted by us have not been disclosed and will not be disclosed to any other Vendor responding to this RFP.
 - d. We have not induced or attempted to induce any other Vendor to submit or not to submit a bid for restricting competition.
3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period **of 15 days** from

date of Work Order.

4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

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

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. We also certify that the information /data/particulars furnished in our bids are factually correct. We also accept that in event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify us from the bid and in event of any details submitted turned out to be false during the tenure of AMC the Bank is at discretion to forfeit the EMD/ Security money deposit towards performance security and terminate the AMC.

8. 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

Dated this day of 201

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

FORMAT FOR EMD

(To be furnished on Vendor's letter head)

To:

**Asst Gen Manager,
State Bank of India,
Premises & Estate Department(Mumbai Metro),
3rd Floor, Local head Office,
"Synergy" Plot No. C-6, "G" Block,
BandraKurla Complex,
Mumbai - 400051**

Dear Sir,

EMD FOR PARTICIPATION IN TENDERING PROCESS FOR EMPANELMENT OF VENDORS FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING, CERTIFICATION AND MAINTENANCE OF FIRE SAFETY SYSTEM IN STATE BANK OF INDIA , MUMBAI CIRCLE

With reference to the captioned subject, we intent to participate in the tender process for empanelment of vendors for supply, installation, commissioning, testing, certification and maintenance of _____ fire safety system in the branches/ offices/ ATMs in state bank of India, Mumbai Metro Circle spread over Mumbai, Navi Mumbai Thane, Palghar Raigad Dist..

2. As per the terms and conditions of RFP, we submit draft No. _____ dated _____ for a sum of Rs. _____/- (Rupees _____ Only) as EMD.

3. We undertake that in the event of not performing the obligations as per the terms and conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us, the EMD will be forfeited.

Yours faithfully,

For and on behalf of

Authorized Official.

Seal
Date:

To be furnished on Vendor's letter head)

Annexure-C

Letter No:

Date:

**Asst Gen Manager,
State Bank of India,
Premises & Estate Department(Mumbai Metro),
3rd Floor, Local head Office,
"Synergy" Plot No. C-6, "G" Block,
BandraKurla Complex,
Mumbai - 400051**

Dear Sir,

**EMPANELMENT OF VENDORS FOR SUPPLY, INSTALLATION, COMMISSIONING,
TESTING, CERTIFICATION AND MAINTENANCE OF FIRE SAFETY SYSTEM IN STATE
BANK OF INDIA, MUMBAI METRO CIRCLE: ACCEPTANCE OF OFFER**

With reference to above, we hereby agree to abide by all terms and conditions laid down in commercial bid document and also agree to the following:

- a) We forward herewith a security money deposit of Rs. We also agree to the fact that the Security Deposit (SD) will be held in Current A/c. of SBI and will not carry any interest thereon till the time it is returned to us.
- b) The empanelment will continue, subject to satisfactory performance of the contract.
- c) We also confirm that mere empanelment does not ensure us the right to be invited to participate in all/any bids/ quotations/tenders/ projects and/or to get work.
- d) We also confirm that various certificate/ authority letters as applicable will be renewed in time and renewed copies of the same should be submitted to the Bank for the record.
- e) We also confirm that we will respond to the enquiries by the Bank without fail, as & when sent to us. If we do not respond, our firm will be delisted from Bank's list of empanelment without any further notice.
- f) Whenever any work order will be given to us, it is compulsory to enter/sign the agreement between Bank and us before the commencement of the work. Terms and conditions will be form the part of the contract.
- g) We also certify that the information /data/particulars furnished in our bids are factually correct. We also accept that in event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify and de-empanel us and in event of any details submitted turned out to be false during the tenure of AMC the Bank is at discretion to forfeit the EMD towards performance security and terminate the AMC.

Yours faithfully,

(Signature of the Vendor)
Stamp

**SERVICE LEVEL AGREEMENT (SLA) FOR AMC OF FIRE SAFETY EQUIPMENT HARDWARE,
SOFTWARE & OTHER RELATED SERVICES**

MADE THIS _____ the DAY OF _____ BY AND BETWEEN STATE BANK OF INDIA, a body corporate constituted under the SBI Act 1955 and having its Local Head Office at Mumbai Metro (herein after referred to as 'The Bank' which expression shall include its successor and assigns)

AND

M/s. ABC (**Vendor Firm Name**) having its registered Office at **Full address of AMC Vendor** (hereinafter referred to as VENDOR which expression shall include its successors and assigns) represented by Shri....., designation.....

2. WHEREAS the Bank has issued a Request for Proposal (RFP) dated.....inviting proposals from the prospective vendors for supply, installation and maintenance of _____ Fire Safety System (Equipment) installed in its branches and offices more fully described in the said RFP & vendor has participated in the above tender process and was selected for supply, installation and maintenance services (Comprehensive AMC) for complete _____ Security / Fire Safety System along with its accessories as defined in scope of work. Different makes installed at the branches and offices of the Bank.

WHEREAS the vendor has agreed to provide the supply, installation and maintenance services for _____ Fire Safety equipment at different branches/ offices /ATMs / E-lobbies / Recyclers / any other premises of the Bank where _____ system has been installed

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

(Terms and Condition at Para 29 of the RFP will be part of the contract)

Duration of the Contract

The Contract duration will be of one year i.e from _____ to _____

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

Seal of VENDOR affixed in presence of

Shri _____

(VENDOR's authorized representative)
and signed by the duly authorized representative,

Shri _____ Designation _____.

_____.

In the presence, of

(1) Shri _____

(2) Shri _____

In terms of Board/partnership resolution dated _____

The Bank by its representative

Shri _____

State Bank of India,

Note: Depending upon the constitution of the Vendor, necessary changes will be made to properly state such constitution.

Annexure-‘E’

**TECHNICAL SPECIFICATIONS OF AUTOMATIC FIRE DETECTION &
ALARM SYSTEM (AFD&AS)**

S.No	Item	List
(a)	Specifications: Panel and Battery	Annexure- E1
(b)	Specifications: MCP, Hooter, RI and Cable	Annexure- E2
(c)	Specifications: Various Detectors	Annexure- E3
(d)	Maintenance Of Automatic Fire Detection & Alarm System (AFD&AS)	Annexure- E4

SPECIFICATIONS: PANEL AND BATTERY

[Note: There will be additional feature based specifications for the Addressable Systems which can be fixed in consultation with the Fire Officer.

1.

a) Main Control Panel	b) Technical Specifications
(a) Primary Function	a) The primary function of the control panel shall be to automatically respond to the operation of one or more detectors to give fire alarm and to indicate area (zone) from where the devices are activated.
(b) Specifications	b) Minimum 4 (Four) Zone Microprocessor based Control Panels per IS-2189- 2008 specifications. The products proposed by the vendor should be from OEM which should be UL (Underwriters Laboratories Inc) certified. CE (Conformité Européenne ("European Conformity")) / BIS (Bureau of Indian Standard) certified is desirable.
(c) Electrical \ Electronics	<p>Built-in power supply arrangement with AC/DC ON, system ON visual indicators.</p> <p>Automatic changeover arrangement to standby supply with built-in battery charger, low battery, charger fail, reverse polarity, AC/DC fail visual indicators.</p> <p>Built-in panel sounder with Acknowledge switch, lamp test and reset switches, evacuation alarm.</p> <p>Zone indicators for Fire, Open, Short, Isolate and Test Facility.</p> <p>On fault i.e, open / short condition, buzzer must sound and indicator lamp (LED) glow. This audible alarm should be distinct from the Fire Alarm. <u>Trouble reminder</u></p> <p>Built-in Digital Ammeter, Digital Voltmeter, Air Conditioning turn-off relays and facilities for connecting Auto dialer.</p>
	<u>Built in Auto dialler arrangement.</u>
(d) Power Supply	The fire panel shall operate from a 230 v + / - 10 % 50 Hz mains supply and in case of power failure shall automatically switch over to a built-in sealed maintenance free battery rated at 24V DC 7 AH with a switch over time of less than 100 ms. <u>Deep discharge arrangement should be there.</u>

(e) Power Consumption	Less than 200 mA idle current and 1 –2 Amps on full activation.
(f) AC Voltage at Input	Single Phase 50 Hz, 150-260 V. Auto cut-off protections for over and under current / voltage.
(g) DC Voltage for System	24 Volts
(h) Type of indicator lamps	LED (different colours)
(i) Body	
(i) Type	Wall mounting, plug in modular type.
(ii) Overall dimensions	Suitable size to accommodate 4 zones, other control components, and 2x12V 7 AH battery.
(iii) Thickness of body and colour	16 SWG. Powder coating.
(iv) Opening of the body / panel	Suitable locking arrangement through Key /Allen Screws.
(v) Cable glands	Cable glands should be provided.
(i) Auto dialer should be integrated within Main Control Panel	Should have capacity to register at least 5 (five) telephone numbers.
2. BATTERY UNIT	
(a) Make	Standard ISI make
(b) Type	Sealed, maintenance free.
(c) Voltage	12 Volts: 2 units.
(d) AH Capacity	7 AH capable of providing 48 hrs stand by supply in case of AC failure as per IS 2189-2008.
(e) Location	Both the batteries will be located within the Main Control Panel.

SPECIFICATIONS: MCP, HOOTER, RI AND CABLE

3. MANUAL CALL POINT:	
(a) Make as per BIS	As per IS 2189-2008. with hammer and chain
(b) Material of body	M.S., Powder coated with approved P.O red
(c) Thickness of body	1.5 mm.
(d) Material of fragile element	Glass of 2mm thickness
(e) Contact making breaking	Breaking for alarm
(f) Dimension	100mm x 100mm
(g) Size of fragile element	70mm x 70mm
(h) Type of indicator lamp	LED
4. ELECTRONIC HOOTER/SOUNDER:	
(a) Make	As per IS 2189-2008.
(b) Watt/ capacity	6 Watts (Dual tone) of Min 65 db output
(c) Type of sound emitted	Intermittent / Dual
(d) Material of the body	Fabricated from either spun aluminium or moulded PVC.
5. RESPONSE INDICATOR	
(a) Make	As per IS 2189-2008 or equivalent as per prevalent trade and practice, acceptable to the Bank.
(b) Type of indicator lamps	LED
(c) Material of the body	Fabricated from either spun aluminium or moulded PVC or MS 16 SWG
6. CABLE	
(a) Make	Standard ISI mark(IS 1554-Part-1 1976 or latest)
(b) Specification	2 core, 1.5 sq. MM core;
(c) Type	Armoured Cable

SPECIFICATIONS: VARIOUS DETECTORS

DETECTOR:	
i) IONISATION SMOKE DETECTOR:	
(a) Operation Principle	Ionization (Apollo 65 and its equivalent other makes as listed below.
(b) Make	
(c) Specification	IS 11360-1985/UL-217/EN-54/FM/ LPCB
(d) Voltage range	24V DC, 20-30V
(e) Type of Indicator lamp	LED.
(f) Compatible to work with	Optical and Heat and Multi Sensor

ii) OPTICAL SMOKE DETECTOR :	
(a) Operation Principle	Light Scattering or obscuration (Apollo 65 and its equivalent other makes as listed below.
(b) Make	
(c) Specification	IS-11360-1985/UL/BS/FM/LPCB
(c) Type of indicator lamp	LED
(d) Compatible to work with	Ionization and Heat and Multi Sensor

iii) HEAT DETECTOR:	
(a) Operation principle	Rate of rise cum fixed temperature type.
(a) Make	
(b) Specification	IS-11360/UL/BS/FM/LPCB
(c) Type of indicator lamp	LED
(d) Compatible to work with	Ionization and Optical and Multi Sensor

MAINTENANCE OF AUTOMATIC FIRE DETECTION & ALARM SYSTEM (AFDS)

1. A.M.C. will be awarded after completion of warranty period counting from the date of handing over the system to the branch/office.
2. **Scope of work:** Quarterly (Once in three months) i.e. four visits in a year.
 - (a) Checking, cleaning with blower and testing of all components of the system i.e. control panel, detectors cleaning with blower. Response indicators, manual call points, auto dialler and batteries etc. for its serviceability and healthiness.
 - (b) Testing of auto dialler, programming i.e. changing and feeding of telephone numbers in consultation with Branch Managers wherever required.
 - (c) Rectification of defects noticed in the system.
 - (d) During each visit representative of the firm will give training to the bank's staff in operation and maintenance of the system.
 - (e) Apart from the above quarterly visits all complaints / breakdown calls will have to be attended free of cost within 24 hours for city / local branches and within 72 hours for outstation branches. An alternative serviceable unit may be provided in case the existing unit has to be taken out for necessary repairs and the original unit / part shall be refitted after repairs at the earliest.

TECHNICAL SPECIFICATIONS OF FIRE EXTINGUISHERS

S.No	Item	Specification
(a)	CO ₂ Portable Fire Extinguishers 3 KG & 4.5 KG	IS 15683 mark
(b)	DCP Fire Extinguishers (Stored Pressure)	IS 15683 mark
(c)	Water Co ₂ Fire Extinguishers	IS 15683 mark

BILL OF QUANTITY FOR COMMERCIAL (INDICATIVE) BIDS

S.No	Name of Security Equipment	BOQ
(i)	Automatic Fire Detection & Alarm System	Annexure- “G-1”
(ii)	Fire Extinguishers	Annexure- “G-2”

BOQ: AUTOMATIC FIRE DETECTION & ALARM SYSTEM (AFDS) PACKAGE & UNIT RATE**AUTOMATIC SMOKE DETECTION AND FIRE ALARM SYSTEMS**

SR. NO .	Equipment / items As per Specification	QUAN TITY	Brand / Model	UNIT RATE (Excludin g Govt taxes) Rs	Total (Excluding Govt taxes) Rs
1	Fire Alarm Control Panel (FACP) UL /FM approved 4 Zone with Battery & inbuilt auto dialer (GSM base)	01			
2	Cost of Additional Zone of FACP	01			
3	PSTN Based automatic voice dialer, 5 Tel number	01			
4	Battery (SMF) 12volt. 7AH (with buy back offer)	01			
5	Manual Call Point (MCP)-Glass break type with hammer and chain –standard type, As per IS 2189-2008.	01			
6	Electronic Flasher cumHooter /Sounder – Dual tone, minimum 65 db output. As per IS 2189-2008. Fire Red Color	01			
7	Response Indicator (RI) Standard as per IS 2189-2008	01			
8	Smoke Detector (Ionization) with original base	01			
9	Smoke Detector (Optical) with original base	01			
10	Heat Detector (Fixed Temperature cum rate of rise type) with original base	01			
11	Multi sensor smoke detector with original base	01			
12	Junction Box (metal)	01			
13	Armored Cable ISI Mark 2X 1.5 sq mm. PVC insulated, copper conductor, two core armored cable, ISI mark.	01 Meter			

14	2 Core Multistrand Insulated electrical wire 0.75 sq mm ISI Mark for PSTN Auto-dialer	01 Meter			
15	Casing & Capping per running meter –ISI Marked – 1.5 inches	01 Meter			
16	Installation and relocation / shifting charges including packing / forwarding / transportation / labour per branch.				
17	Comprehensive AMC charges per year for Fire Alarm Control Panel - 2 zone to 4 zone.	1 Branch / unit			
18	Comprehensive AMC charges per year for Fire Alarm Control Panel - 5 zone to 10 zone.	1 Branch / unit			
19	Comprehensive AMC charges per year for Fire Alarm Control Panel - 11 zone to 20 zone.	1 Branch / unit			
20	Buy back of old and unserviceable AFDS control panel	01			
21	Buy back of old unserviceable fire detectors (all types)	01			
	Total 21 Items				

BOQ: FIRE EXTINGUISHERS

LIST OF ITEMS					
<u>FIRE EXTINGUISHERS : SPECIFICATIONS</u>					
S. No.	Item	Specification	Quantity	Brand/ Model	Rate per Unit (Basic rate inclusive of supply, delivery , installation charges), (Exclusive of GST) Rs
1	Water CO2”squeeze Grip (Cartridge type) 9 Lts. capacity fire extinguishers	IS:15683	01		
2	Water CO2” (Stored Pressure type) 9 Lts. capacity fire extinguishers	IS:15683	01		
3	Water CO2” – Trolley Mounted 50 Lts. capacity fire extinguishers	IS:13385	01		
4	Dry Chemical Powder(DCP) ABC- Stored pressure type – 2Kg capacity fire extinguishers	IS:15683	01		
5	DCP Squeeze Grip Cartridge type (BC) 4Kg capacity fire extinguishers	IS:15683	01		
6	DCP Squeeze Grip Cartridge type (BC) 6Kg capacity fire extinguishers	IS:15683	01		
7	DCP Squeeze Grip Cartridge type (BC) 9Kg capacity fire extinguishers	IS:15683	01		
8	Carbon Dioxide type 3Kg capacity with wheel fire extinguishers	IS:15683	01		
9	Carbon Dioxide type 4.5Kg capacity (with wheel) fire extinguishers	IS:15683	01		

10	Carbon Dioxide type 22.5Kg capacity (with trolley) fire extinguishers	IS:2878	01		
11	Stored Pressure Modular ABC powder type Fire Extinguishers 5 kg capacity (propellant – Nitrogen) MIG welded MS body 2mm CRC sheet. Nozzle bases on sprinkler technology, for early detection of fire bulb, complete with wall / ceiling fitting bracket etc.		01		
	Refilling (As per IS 2190 :2010) with anticorrosive powder where needed.				
12	Refilling Water CO2 "squeeze Grip (cartridge type) 9 Lts. capacity	IS:15683	01		
13	Refilling Water CO2 (Stored Pressure type) 9 Lts. capacity fire extinguishers	IS:15683	01		
14	Water CO2 – Trolley Mounted 45Lts. capacity fire extinguishers	IS:13385	01		
15	Refilling Dry Chemical Powder (DCP) ABC- Stored pressure type – 2Kg capacity	IS:15683	01		
16	Refilling DCP Squeeze Grip Cartridge type (BC) 4Kg capacity	IS:15683	01		
17	Refilling DCP Squeeze Grip Cartridge type (BC) 6Kg capacity	IS:15683	01		
18	DCP Squeeze Grip Cartridge type (BC) 9 Kg capacity fire extinguishers	IS:15683	01		
19	Refilling Carbon Dioxide type 3 Kg capacity	IS:15683	01		
20	Refilling Carbon Dioxide type 4.5Kg capacity	IS:15683	01		
21	Refilling Carbon Dioxide type 22Kg capacity	IS:15683	01		
22	Refilling of stored pressure Modular ABC powder type Fire Extinguishers 5 Kg capacity		01		
23	Refilling of old Water type 9 litre capacity (with cartridge)	IS:940	01		
24	Refilling of old DCP, 5 Kg capacity (with cartridge)	IS:2171	01		

25	Servicing / Cleaning of portable / trolley mounted fire extinguishers (Yearly Once) Per fire extinguishers – all type		01		
	Hydraulic Pressure Testing As per IS 2190 – 2010 & IS 15683 – 2006				
26	Water type 9 Liter / DCP type extinguishers 4/5/6 Kg capacity (For all types of portable fire extinguishers)		01		
27	Carbon Dioxide type extinguishers capacity 2Kg/3kg/4.5Kg/6.5Kg etc (For all types of portable CO2 fire extinguishers)		01		
28	Carbon Dioxide type extinguishers capacity 9Kg/22.5kg etc (For all types of portable CO2 trolley mounted fire extinguishers)		01		
	Accessories				
29	Discharge Horn with bend for CO2 - 2/3 Kg capacity		01		
30	Discharge Horn for CO2 - 4.5 Kg / 22.5 Kg capacity				
31	High pressure Rubber hose with both end coupling for CO2 - 4.5Kg capacity				
32	High pressure Rubber hose with both end coupling for CO2 - 22.5Kg capacity		01		
33	Gun metal cap for old Water type 9 lit capacity		01		
34	Gun metal cap for old DCP type 5 kg capacity		01		
35	Cap Washer for Water type fire extinguishers		01		
36	Painting & Labelling of old fire extinguishers.		01		
37	Floor Metal (MS) Stand to retain the portable single fire extinguishers		01		
38	Buy back rate of fire extinguishers whose life has been exhausted as per IS:		01		

15683-2006(after cutting damaging the body of the extinguishers)				
Total 38 Items				

**Applicant shall submit preference number for work allocation according to AO-
Administrative office**

Work allocation will be done Administrative office wise to L1 to L4 vendors as per Para 16

Each Applicant is supposed to mention his preference 1 to 4 AO wise

Sr No	Name of Administrative Office (AO)	Approx Number of Branches / units	Applicant's Preference Number	Remarks
1	South Mumbai	96		
2	West Mumbai	120		
3	East Mumbai	109		
4	Thane	151		

SPECIMEN CERTIFICATE

S.NO	SPECIMEN CERTIFICATE	
1	ANNUAL MAINTENANCE CERTIFICATE FIRE ALARM	ANNEXURE –H1
2	ANNUAL MAINTENANCE CERTIFICATE FIRE EXTINGUISHERS	ANNEXURE –H2

The format mentioned above is only suggestive and SBI may revise it.

ANNUAL MAINTENANCE CERTIFICATE (IN TRIPLICATE): FIRE ALARM

Name of the Branch:
 Name of branch Manager:
 Landline Phone No with STD Code.:
 Date of Visit:

This is to certify that Fire Alarm System installed at the branch has inspected by me. The following equipments/ items installed in the branch have been serviced and found to be in working condition / out of order.

S.No	Equipment Details	Nos	Make & Model & Serial No	Function Report
1	Control Panel			
2	Detectors			
	Smoke detector Ionizationcleaning with blower			
	Smoke Detector Optical cleaning with blower			
	Heat detector			
3	Battery Back-up	Yes/ No		
4	No of batteries			
5	Date of Installation/ last change of battery			
6	Manual Call Pt			
7	Response Indicator			
8	Auto Dialer			
9.	Hooter	No. of hooter		
		Decibel		
10.	Other Sensor (Specify)			
11.	Status of System and final comments			

It also certified that following officers/ staff of the branch have been explained the functioning of security alarm system:

S.No	Name	Designation	signature

Signature:
 Name of Technician;
 Mobile No:
 Date:

BM Certificate

This is to certify that Mr_____ of M/s_____ (Vendor name) has serviced the Fire Alarm System installed in the branch in our presence and the service provided is satisfactory. The system installed in the branch is found to be in working condition / out of order.

Date:
Place:
Stamp of Branch

Signature of BM
Name of BM
Mob No.

ANNUAL MAINTENANCE CERTIFICATE (IN TRIPLICATE):
FIRE EXTINGUISHERS

Name of the Branch:
Name of branch Manager:
Landline Phone No with STD Code.:
Date of Visit:

This is to certify that Fire Extinguishers installed at the branch has inspected by me. The following fire extinguishers installed in the branch have been serviced / refilled and found to be in working condition / out of order.

S.No	Equipment Details	Nos	Make & Serial No	Date of Last Refilling	Date of Next Refilling
1	Water CO2 9 Ltrs				
2	CO2				
	3 KG				
	4.5 KG				
	9 KG				
	22.5 KG				
3	DCP 5 KG				
4	ABC				
5	Any Other				

It is also certified that following officers/ staff of the branch have been imparted training in the handling and use of fire extinguishers:

S.No	Name	Designation	signature

Signature:
Name of Technician;
Mobile No:
Date:

BM Certificate

This is to certify that Mr_____ of M/s_____ (Vendor name) has refilled the Fire extinguishers installed at the branch. Old fire extinguishers have been utilized for the training of the branch staff before refilling. Their service has been found satisfactory.

Date:
Place:
Stamp of Branch

Signature of BM
Name of BM
Mob No.