



**Request For Proposal for Providing Skilled and Unskilled manpower to be deployed at
RSETIs of SBRSETI TRUST in The State of Maharashtra**

Ref: SBI: MAH: FI: 1 Dated: 01/07/2024

**State Bank of India,
Local Head Office,
Financial Inclusion Department,
Synergy Building, 2nd Floor,
Bandra Kurla Complex,
Mumbai - 400051**

1. Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Naresh Kumar Sankle Designation: AGM (RSETI/SLBC/Lead Bank) Email ID: agmrseti.lhomah@sbi.co.in Contact Address: FI Department, LHO, Maharashtra. Contact Number: 9827007309
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.bank.sbi → SBI in the News → procurement news from 01.07.2024 to 16.07.2024
3	Last date for requesting clarification	Up to 05:00 pm on 25.07.2024 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 11:00 am to 12:00 noon on 26.07.2024 at LHO Maharashtra
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 28.07.2024 through e-mail
6	Last date and time for Bid submission	Up to 05:00 pm on 31.07.2024
7	Address for submission of Bids	Financial Inclusion Department, Synergy Building, 2 nd Floor, G Block, Bandra Kurla Complex, Mumbai – 400051
8	Date and Time of opening of Technical Bids	11:00 a.m. on 01.08.2024 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.

9	Opening of Price Bids	Price bid of technically qualified bidders only will be opened at 03:00 p.m. on 05.08.2024.	
10	Tender Fee	NIL	
11	Earnest Money Deposit	Rs.1,00,000 /- (Rupees One Lakh Only) in the form of Demand Draft issued by any Nationalised / Scheduled Bank drawn in favour of “ STATE BANK RSETI TRUST ” payable at Mumbai.	
12	Bank Guarantee from the successful bidder	Rs.6,00,000.00 (Rupees Six lakh only)	Performance Security in form of BG should be valid for Three year(s) from the effective date of the Contract.

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2. INVITATION TO BID:

State Bank RSETI TRUST, Mumbai invites tenders from established Integrated Facility Management Contractors for “Providing Skilled and Unskilled manpower to be deployed at RSETIs of SBRSETI TRUST Mumbai in the State of Maharashtra”.

- i. In order to meet the consultancy requirements, the Bank proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-K** of this RFP.
- ii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of SBRSETI TRUST Mumbai behind this RFP is to seek a detailed technical and commercial proposal for Providing Skilled and Unskilled manpower to be deployed at RSETIs of SBRSETI TRUST Mumbai in the State of Maharashtra.
- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBRSETI TRUST Mumbai the proposed Services adhering to Bank’s requirements outlined in this RFP.

3. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP

and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

4. DEFINITIONS:

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

- i. **'Employer / Bank'** means STATE BANK RSETI TRUST at SBI, LHO, BKC, Bandra East, Mumbai.
- ii. **"Bidder"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **'The Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between SBRSETI TRUST Mumbai and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Principal Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- v. **'Competent Authority'** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the SBRSETI TRUST Mumbai.

- vi. **‘The Contractor or Contractors’** means the firm or company engaged by the SBRSETI TRUST Mumbai to carry out the work. It shall also include their legal representative(s), successors or assigns.
- vii. **‘Site’** means State Bank RSETIs located at 8 locations at Maharashtra, where the works are to be carried out. (List of RSETIs mentioned in scope of work)
- viii. **‘Contract value’** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- ix. **‘Works’** or **‘work’** means the work(s) described in the “Scope of Work”.
- x. **‘Month’** means calendar month.
- xi. **‘Week’** means seven consecutive days.
- xii. **‘Day’** means a calendar day beginning and ending at 00 hours and 24 hours respectively.

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

5. SCOPE OF WORK:

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

6. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. No Bidder or its associate shall submit more than one Bid for the Services desired under this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

7. COST OF BID DOCUMENT:

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

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-P** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

9. CONTENTS OF BID DOCUMENT:

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

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

10. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- iv. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- v. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the specified amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-M**.
- vi. No interest is payable on EMD.

vii. The EMD may be forfeited:-

- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP;
or
 - (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (c) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- viii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

11. BID PREPARATION AND SUBMISSION:

- (a) The Bid is to be submitted separately for technical and Price for **providing** Skilled and Unskilled manpower to be deployed at RSETIs of SBRSETI TRUST Mumbai in the State of Maharashtra in response to the **RFP No. SBI: MAH: FI: 1 dated 01.07.2024**.
- (b) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (c) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- (d) Proof of remittance of EMD as specified in this document.
- (e) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
- (f) Bidder's details as per **Appendix-D** on Bidder's letter head.
- (g) Audited financial statement and profit and loss account statement as mentioned in Part-II.
- (h) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- (i) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under **Appendix-B**.

i. **Price Bid for** providing Skilled and Unskilled manpower to be deployed at RSETIs of SBRSETI TRUST Mumbai in the State of Maharashtra in response to the **RFP No. SBI: MAH: FI: 1 dated 01.07.2024** should contain only Price Bid strictly on the lines of **Appendix-L**. Prices are to be quoted in Indian Rupees only.

ii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
- (f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) The Bank reserves the right to reject Bids not conforming to above.

12. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

13. MODIFICATION AND WITHDRAWAL OF BIDS:

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

14. PERIOD OF BID VALIDITY:

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Price Bid shall remain valid for duration of 6 calendar months from the date of opening of price bid.
- iii. In exceptional circumstances, the Bank may solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

Price Variation: Please note that all rates quoted by the vendor shall remain fixed and valid for a period of three years except annual increment or any other payment directed by the Bank from time to time.

The SBRSETI TRUST Mumbai may consider renewal of contract for two terms of one year each on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of SBRSETI TRUST Mumbai and the contractor shall have no right to claim for the same.

15. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or any of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall be considered for price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.

- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

17. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

18. EVALUATION OF PRICE BIDS AND FINALIZATION:

- i. The Price Bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The minimum qualifying score for being technically qualified would be 60% of the total technical score.
- ii. After the opening of Price Bid, the scores of both Technical Evaluation and Commercial Evaluation would be calculated on 50:50 basis.
- iii. Successful bidder would be selected on the basis of Techno Commercial Evaluation as defined in **Appendix-C**.

19. CONTACTING THE BANK:

- i. No Bidder 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.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

20. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Total cost of Services along with cost of all items specified in **Appendix-L** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in Price bid.
- ii. Bank will notify successful Bidder (TC1) in writing by way of issuance of purchase order through letter or email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iii. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- iv. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- v. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

21. POWERS TO VARY OR OMIT WORK:

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

22. WAIVER OF RIGHTS:

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

23. CONTRACT AMENDMENT:

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

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

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

25. BANK GUARANTEE:

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

26. PENALTIES:

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

27. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

28. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

29. VALIDITY OF AGREEMENT:

The contract, if awarded shall be valid for an initial period of 3 (Three) years from the date of commencement of work subject to the renewal for two terms of one year each after expiry of initial period of three years, subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc.,

SBRSETI TRUST Mumbai shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the SBRSETI TRUST Mumbai.

30. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

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

31. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.
- vi. Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

32. LIQUIDATED DAMAGES:

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

33. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise. It is further clarified that:
 - (a) Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
 - (b) Bidder shall provide professional, objective and impartial advice and at all times hold the Bank’s interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from the Bank. Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the

entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
 - (f) there is a conflict among the proposed project and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing consultancy services to the Bank for this particular assignment, Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (g) a Bidder who has been engaged by the Bank to provide goods or works or services for a project, and its Members or Associates, will be disqualified from providing consulting services for the same project save and except as provided herein; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- iv. A Bidder eventually appointed to provide consultancy services for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years

from the completion of this assignment or to consulting assignments granted by the Bank at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Bank in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Bank in accordance with the respective RFP or proposals.

34. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

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

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

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

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

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

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

- Without prejudice to the rights of the Bank under Clause 37” *CODE OF INTEGRITY AND DEBARMENT/BANNING* " sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding

Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

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

(c) Banning from Ministry/Country-wide procurements

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

35. TERMINATION FOR DEFAULT:

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

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

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

36. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

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

37. TERMINATION FOR INSOLVENCY:

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

38. TERMINATION FOR CONVENIENCE:

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

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

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties

are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBRSETI TRUST Mumbai or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

40. GOVERNING LANGUAGE:

The governing language shall be English.

41. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

42. TAXES AND DUTIES:

- i. Service Provider 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 Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix-L**).
- iii. Only specified taxes/ levies and duties in the **Appendix-L** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-L** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-L**

- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
 - (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
 - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
 - (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

43. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing

in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

44. TENDER FEE:

NIL

45. NOTICES:

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

Part-II

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To:

The Assistant General Manager (RSETI / SLBC / Lead Bank),
Financial Inclusion Department,
State Bank of India,
Local Head Office, Maharashtra,
Mumbai – 400051.

Dear Sir,

Ref: RFP No. SBI: MAH: FI: 1 dated 01/07/2024

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We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the Bids through online portal to be provided by the Bank's authorized service provider, on the date advised to us.

- i. While submitting this Bid, we certify that:
- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The Prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the services/items mentioned in this RFP in our price Bid.
  - The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or

inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-O** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiii. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a

country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP.

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

Dated this ..... day of ..... 201

---

*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

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

## Appendix-B : Bidder's Eligibility Criteria

|                                             |
|---------------------------------------------|
| <b><u>Bidder's Eligibility Criteria</u></b> |
|---------------------------------------------|

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

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                    | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                                                                                                                                                                       |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The bidder must be a Firm / Proprietary / Partnership/ Company registered under Companies Act with an experience of minimum 07 years in the field of <b>Skilled and Unskilled Manpower Supply</b> .                                                                                                                                                     |                     | -In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate.<br>-In case of firms, Copy of the firm registration Certificate and GST Registration.<br>-In case of company, copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.   |
| 2      | Three Similar Completed works Each one having "Annual Contract Value" not less than Rs.40.00 Lakh.<br><br>Or<br><br>Two Similar Completed works Each one having "Annual Contract Value" not less than Rs.50.00 Lakh.<br><br>Or<br><br>One Similar Completed work having "Annual Contract Value" not less than Rs.80.00 Lakh.                            |                     | Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during the period from 01/04/2023 to 31/03/2024:<br><br>1. Scope of work.<br>2. Contract value.<br>3. No. of staff deployed by the contractor for the contract.<br>4. Period of the contract.<br>5.Monthly revenue |
|        | <u>Note: "Similar Completed Work" under this clause shall mean successful completion of Integrated Facility Management and skilled, semi-skilled and unskilled work for the Public Sector Banks, Financial Institutions, Central &amp; State Govt. departments/Organisations, Public Sector Undertakings, RSETIs, Private Sector organisations etc.</u> |                     |                                                                                                                                                                                                                                                                                                                                                                                 |
| 3      | The bidder should have a minimum average annual turnover of Rs.50.00 Lakh for the last three years (as on 31-03-2024). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2021-2022, 2022-2023, 2023-2024 (audited / provisional) establishing the turnover criteria should be submitted.                                        |                     | (i) Copies of the P&L Account and Balance Sheet duly Audited / Certified by the Chartered Accountant including 3CA/3CD and auditor notes and accounts.<br>(ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc.<br>(iii) Any return submitted to the labour Commissioner.                                                                       |



|    |                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                 |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. | The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 03 (three) financial years mentioned in para 3 above.                                                                                                                                                                             |  | Copy of the audited / certified financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor. |
| 5. | Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods & Service Tax, Labour License under section 12(1) of then contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organisation (EPFO), Employees State Insurance (ESI) Corporation, PAN etc. |  | Self-Attested copies of supporting documents to be attached.                                                                                                    |
| 6. | The Tenderer should have constituted a Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.                                                                                                                                                         |  | Suitable certificate/affidavit to be attached.                                                                                                                  |
| 7. | Bidder should have Office at Aurangabad or Marathwada region or should be able to open office in Aurangabad or Marathwada region within 2 months of receiving work order.                                                                                                                                                       |  | Address Proof of the firm should be submitted.                                                                                                                  |
| 8. | Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs and Banks including any of the Offices/Branch of State Bank of India/SBRSETI Pan India.                                                                                                                          |  | Suitable declaration to be submitted on the Letter Head of the Firm duly signed by the Authorised Signatory only                                                |

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Name & Signature of authorised signatory**

**Seal of Company**

## Appendix-C: Technical Eligibility Criteria

### (A) TECHNICAL BID EVALUATION

|                                                                        |           |
|------------------------------------------------------------------------|-----------|
| Maximum Score for Technical Bid Evaluation:                            | 100 Marks |
| Minimum marks required for qualifying in the Technical Bid Evaluation: | 60 Marks  |

1. Technical bid of the bidder will be evaluated on the basis of the information duly supported by the documents submitted and on the basis of the following evaluation matrix.
2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below: -

|                                                                                          |                     |
|------------------------------------------------------------------------------------------|---------------------|
| <b>(i) Place of Registration</b>                                                         | <b>Max 10 Marks</b> |
| (a) Registered/Corporate Office / Branch<br>in Aurangabad or Marathwada region.          | 10 Marks            |
| (b) Office outside Aurangabad or Marathwada                                              | 3 Marks             |
| <b>(ii) Number of Years in Operations</b>                                                | <b>Max 10 Marks</b> |
| a) More than 7 years and up to 10 years                                                  | 5 Marks             |
| b) More than 10 years and up to 15 years                                                 | 7 Marks             |
| c) More than 15 years                                                                    | 10 Marks            |
| <b>(iii) Average Annual Turnover (last 3 Years) of<br/>Project Cost</b>                  | <b>Max 20 Marks</b> |
| (a) More than 50 Lakh and up to 75 Lakh                                                  | 05 Marks            |
| (b) More than 75 Lakh and up to 100 Lakh                                                 | 12 Marks            |
| (c) More than 100.00 Lakh                                                                | 20 Marks            |
| <b>(iv) Working Experience</b>                                                           | <b>Max 10 Marks</b> |
| a) Executed similar work of PSU Banks/<br>Public Sector Undertakings/Organisations/RSETI | 10 Marks            |
| b) Other Govt Department, Private Sector Institutions etc.                               | 5 Marks             |
| <b>(v) Value of Single Largest Project<br/>Completed in Last 5 Years</b>                 | <b>Max 10 Marks</b> |
| (a) More than 40 Lakh and up to 75 Lakh                                                  | 5 Marks             |
| (b) More than 75 and up to 125 Lakh                                                      | 7 Marks             |
| (c) More than 125 Lakh                                                                   | 10 Marks            |
| <b>(vi) Total Value of Projects In Hand</b>                                              | <b>Max 10 Marks</b> |
| (d) More than 80 Lakh and up to 120 Lakh                                                 | 5 Marks             |
| (e) More than 120 and up to 200 Lakh                                                     | 7 Marks             |
| (f) More than 200 Lakh                                                                   | 10 Marks            |
| <b>(vii) Manpower on Payroll</b>                                                         | <b>Max 10 Marks</b> |
| (a) More than 40 and up to 80                                                            | 2 Marks             |
| (b) More than 80 and up to 120                                                           | 5 Marks             |
| (c) More than 120                                                                        | 10 Marks            |

|                                                                                                                |                        |
|----------------------------------------------------------------------------------------------------------------|------------------------|
| <b>(viii) Quality Related Marks</b>                                                                            | <b>Max 10 Marks</b>    |
| (a) ISO                                                                                                        | 5.00 Marks             |
| (b) SA 8000                                                                                                    | 5.00 Marks             |
| (c) Not available                                                                                              | 0.00 Marks             |
| <br><b>(ix) Performance Certificates from the PSU/Govt Principle Employers as per</b>                          | <br><b>Max 5 Marks</b> |
| (a) If performance Certificate from more than 3 Principal Employers have been Issued and submitted for project | 5 Marks                |
| (b) If Performance submitted from 2 Principal Employers for project                                            | 3 Marks                |
| (c) If Performance submitted from less than 2 Principal Employers                                              | 1 Mark                 |
| (d) No Certificate submitted as above                                                                          | Nil                    |
| <br><b>(x) Constitution of Firm</b>                                                                            | <br><b>Max 5 Marks</b> |
| (a) Public Ltd.                                                                                                | 5 Marks                |
| (b) Private Ltd./LLP                                                                                           | 4 Marks                |
| (c) Partnership                                                                                                | 3 Marks                |
| (d) Others                                                                                                     | 2 Marks                |

3. Information required from point number (i) to (x) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the tenderer for evaluation.
4. Out of the various bidders achieving minimum 60 Qualifying marks in the Technical Bid Evaluation above shall be qualified for participating in the Price Bid Evaluation vide Appendix-C.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor  
With Seal

## **Techno Commercial Evaluation:**

**Techno Commercial evaluation** will be used for Procurement of Skilled and Unskilled manpower to be deployed at RSETIs of SBRSETI TRUST Mumbai in the State of Maharashtra.

The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of **50:50**. Bidders scoring **less than 60%** marks in the Technical Evaluation will not be considered for the selection process, and their Commercial Bids will not be opened.

The proposal with the Highest Weighted Combined Score (quality and cost / **TC1**) shall be selected.

In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with **Highest Technical Score** amongst such bidders shall be the successful bidder.

### **Illustration:**

- i. Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of 50% while Commercial Bids will be allotted weightage of 50%.
- ii. A combined score “**Score (S)**” will be arrived at after considering the Commercial quote and the marks obtained in Technical evaluation with relative weights of 50% for Commercial bid and 50 % for Technical Bid according to the following formula:

$$\text{Combined Score of Bidder} = 50 \times \frac{\text{Technical Bid Score of Bidder}}{\text{Highest Technical Score}} + 50 \times \frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of Bidder}}$$

The bidder obtaining the Highest Total Combined Score in evaluation of technical and commercial evaluation will be ranked **TC – 1** followed by proposal securing lesser marks as **TC – 2, TC – 3** etc. **Bidder securing Highest Combined Marks and ranked TC – 1 shall be recommended for award of contract.** Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

| Sr. No | Bidder | Technical Evaluation Marks (t) | Commercial Bid (f) | Weighted technical Score<br>={ (t)/t highest} × 50 | Weighted Commercial Score<br>=(f lowest / f) × 50 | Score “S” out of 100 |
|--------|--------|--------------------------------|--------------------|----------------------------------------------------|---------------------------------------------------|----------------------|
| 1      | A      | 90                             | 60                 | (90/90) × 50 = 50                                  | (50/60) × 50 = 41.66                              | <b>91.66</b>         |
| 2      | B      | 80                             | 70                 | (80/90) × 50 = 44.44                               | (50/70) × 50 = 35.71                              | <b>80.15</b>         |
| 3      | C      | 70                             | 50                 | (70/90) × 50 = 38.88                               | (50/50) × 50 = 50                                 | <b>88.88</b>         |

In the above example, “A” the bidder with the highest score becomes the successful bidder (TC-1).

### **Final Evaluation:**

The commercials will be finalized among the shortlisted bidders who obtain **60% or more marks in technical evaluation**. The Final bidder will be selected on the basis of **TC -1** as given above. The bidder securing highest combined marks (Technical score + Commercial score) and ranked **TC-1** shall be recommended for award of contract.

**Name & Signature of authorised signatory**

**Seal of Company**

## **Appendix-D: Bidder Details**

### **Bidder Details**

#### Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details                                                                                |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 1.     | Name                                                                                                                                                                                    |                                                                                        |
| 2.     | Constitution of the Firm                                                                                                                                                                | Proprietorship / Partnership / LLP / Private limited Company / Public Limited Company. |
| 3.     | Date of Incorporation and / or commencement of business                                                                                                                                 |                                                                                        |
| 4.     | Certificate of incorporation                                                                                                                                                            |                                                                                        |
| 5.     | Brief description of the Bidder including details of its main line of business                                                                                                          |                                                                                        |
| 6.     | Company website URL                                                                                                                                                                     |                                                                                        |
| 7.     | Company Pan Number                                                                                                                                                                      |                                                                                        |
| 8.     | Company GSTIN Number                                                                                                                                                                    |                                                                                        |
| 9.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |                                                                                        |
| 10.    | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |                                                                                        |

**Name & Signature of authorised signatory**

**Seal of Company**

**APPENDIX-E: APPLICATION**

|    |                                                                                                                                                   |   |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 1  | Name of the organization                                                                                                                          | : |  |
| 2  | Address                                                                                                                                           | : |  |
| 3  | Name, Telephone Nos. including Mobile and e-mail id of contact person                                                                             | : |  |
| 4  | Constitution of the Firm (whether Public or private company / firm / Proprietary)                                                                 | : |  |
| 5  | Year of Establishment (Supporting document to be submitted)                                                                                       | : |  |
| 6  | Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and supporting documents to be submitted) | : |  |
| 7  | Registration with Govt. Authorities                                                                                                               |   |  |
|    | a. Income-tax (PAN) No.                                                                                                                           | : |  |
|    | b. Goods & Service tax no. (GST)                                                                                                                  | : |  |
|    | c. EPF Registration No.                                                                                                                           | : |  |
|    | d. ESI Registration No.                                                                                                                           | : |  |
|    | e. Contract Labour                                                                                                                                | : |  |
| 8  | Names of Directors / Proprietor / Partners / Associates                                                                                           | : |  |
| 9  | Bio-data of Directors / Partners / Associates, Details may be given in the format mentioned below                                                 | : |  |
| 10 | Amount of service tax/GST paid year-wise during last 3 financial years ending 31.03.2024.                                                         | : |  |
| 11 | Details of Similar works completed during the last 3 years (Details may be given in the enclosed format - Appendix-H)                             | : |  |

|                          |                                                                                                                                                                  |                               |                      |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------|
| 12                       | Details of under execution / awarded (Details may be given in the enclosed format – Appendix-I)                                                                  | :                             |                      |
| 13                       | List of Professionals / Technical / Non-technical Personnel employed permanently (Details may be given in the enclosed format - Appendix-J)                      | :                             |                      |
| 14                       | List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. (If so, furnish their names, category and date of registration) | :                             |                      |
| Name of the Organization |                                                                                                                                                                  | Category                      | Year since empaneled |
|                          |                                                                                                                                                                  |                               |                      |
|                          |                                                                                                                                                                  |                               |                      |
|                          |                                                                                                                                                                  |                               |                      |
|                          |                                                                                                                                                                  |                               |                      |
| 15                       | Annual turnover for the last 3 financial years (year-wise) ending 31.03.2023.                                                                                    | :                             |                      |
|                          | Financial Year                                                                                                                                                   | Annual Turnover (Rs. In lacs) |                      |
|                          | FY 2021-22                                                                                                                                                       | -                             |                      |
|                          | FY 2022-23                                                                                                                                                       |                               |                      |
|                          | FY 2023-24                                                                                                                                                       |                               |                      |
| 16                       | Name and address of the persons who will be in a position to certify about the quality as well as performance of your firm                                       | :                             |                      |

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

Signature of the applicant with seal

Date:

Place:



**Appendix-F: Bio Data**

**BIO-DATA OF THE DIRECTORS/PARTNERS/ KEY ASSOCIATES**

|    |                                                                                |   |  |
|----|--------------------------------------------------------------------------------|---|--|
| 1. | Name                                                                           | : |  |
| 2. | Date of Birth                                                                  | : |  |
| 3. | Associates with the organization since:                                        |   |  |
| 4. | Professional Qualification                                                     | : |  |
| 5. | Professional Experience                                                        | : |  |
| 6. | Professional Affiliation                                                       | : |  |
| 7. | Membership in                                                                  | : |  |
| 8. | Details of Published papers in Magazine / Journals (if any)                    | : |  |
| 9. | Details of cost effective methods/innovative techniques adopted in the project | : |  |
| 10 | Exposure to new material / technology                                          | : |  |

Signature of Applicant with Seal

## Appendix-G: Financial Information

### I. BANK DETAILS

Name of the Bank :  
Branch with Address :  
  
City :  
Contact Person in the Bank :  
Contract Details :

### II. DETAILS OF CHARTERED ACCOUNTANT

Name :  
Address :  
  
Registration details of accountant :  
Contact Number :  
E-mail address :

III. FINANCIAL ANALYSIS – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

| SN   | YEARS                                              | 2021-22 | 2022-23 | 2023-24 |
|------|----------------------------------------------------|---------|---------|---------|
| (i)  | Gross Annual Turnover in Facility Management Works |         |         |         |
| (ii) | Profit/Loss                                        |         |         |         |

### IV. Income Tax Returns

Signature of Chartered Accountant with seal  
Seal

Signature of Applicant with

**Appendix-H**

**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST THREE YEARS ENDING 31 MARCH 2024**

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

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

*(Add separate sheet if required)*

Note:

- For certificates, the issuing authority shall not be less than Head of the Department.

Signature of Applicant with Seal

**Appendix-I****DETAILS OF ALL 'SIMILAR' WORKS IN HAND - UNDER EXECUTION OR AWARDED****(Enclose Copies of Work Orders Issued by Clients)**

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

*(Add separate sheet if required)*

Note:

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

**APPENDIX-J**

**TENTITIVE MONTHLY REMUNERATION TO BE PAID**

| <b>Designation</b>      | <b>Faculty<br/>1</b> | <b>Faculty<br/>2</b> | <b>Office<br/>Assistant<br/>1</b> | <b>Office<br/>Assistant<br/>2</b> | <b>Attender</b> | <b>Watchman<br/>/ Gardener</b> | <b>Total</b>    |
|-------------------------|----------------------|----------------------|-----------------------------------|-----------------------------------|-----------------|--------------------------------|-----------------|
| Remuneration            | 30,000               | 30,000               | 20,000                            | 20,000                            | 14,000          | 12,000                         | 1,26,000        |
| Mobile<br>Allowance     | 300                  | 300                  | 300                               | 300                               | 300             | 300                            | 1,800           |
| Travelling<br>Allowance | 2,500                | 2,500                | 2,000                             | 2,000                             | 1,000           | 800                            | 10,800          |
| EPF                     | 3,600                | 3,600                | 2,400                             | 2,400                             | 1,680           | 1,440                          | 15,120          |
| ESIC                    | 0                    | 0                    | 0                                 | 0                                 | 455             | 390                            | 845             |
| <b>Total Payable</b>    | <b>36,400</b>        | <b>36,400</b>        | <b>24,700</b>                     | <b>24,700</b>                     | <b>17,435</b>   | <b>14,930</b>                  | <b>1,54,565</b> |

**Note:** 1. Annual Medical Allowance Rs.5,000.00 is payable to each manpower.  
2. GST is payable separately.

### APPENDIX-K: SCOPE OF WORK

#### Scope of Work

**Scope of Work:** “Providing Skilled and Unskilled manpower to be deployed at RSETIs of SBRSETI TRUST Mumbai in the State of Maharashtra”.

#### Details of Work Place

- Premises 1: SBRSETI Beed premises located at Beed.
- Premises 2: SBRSETI Latur premises located at Latur.
- Premises 3: SBRSETI Dharashiv (Osmanabad) premises located at Dharashiv.
- Premises 4: SBRSETI Parbhani premises located at Parbhani.
- Premises 5: SBRSETI Hingoli premises located at. Hingoli.
- Premises 6: SBRSETI Nanded premises located at Nanded.
- Premises 7: SBRSETI Washim premises located at Washim.
- Premises 8: SBRSETI Nandurbar premises located at Nandurbar.

#### Support Staff required for RSETIs

| S. No. | Name of the RSETIs | Faculty   | Office Assistants | Attendant | Watchman-cum-Gardner | Total     |
|--------|--------------------|-----------|-------------------|-----------|----------------------|-----------|
| 1      | Beed               | 2         | 2                 | 1         | 1                    | 6         |
| 2      | Dharashiv          | 2         | 2                 | 1         | 1                    | 6         |
| 3      | Latur              | 2         | 2                 | 1         | 1                    | 6         |
| 4      | Nanded             | 2         | 2                 | 1         | 1                    | 6         |
| 5      | Parbhani           | 2         | 2                 | 1         | 1                    | 6         |
| 6      | Hingoli            | 2         | 2                 | 1         | 1                    | 6         |
| 7      | Washim             | 2         | 2                 | 1         | 1                    | 6         |
| 8      | Nandurbar          | 2         | 2                 | 1         | 1                    | 6         |
|        |                    | <b>16</b> | <b>16</b>         | <b>8</b>  | <b>8</b>             | <b>48</b> |

### MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA

| Sr. No. | Particular      | Manpower Category Along with Qualification                                                                                                                                                                                                                                                                                                     |
|---------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | <b>Faculty.</b> | <p><b><u>Skilled Category</u></b></p> <p>1. Shall be a Graduate / Post Graduate viz. MSW/MA in Rural Development / MA in Sociology / Psychology / B.Sc. (Veterinary) B. Sc.(Horticulture), B. Sc. (Agri.), B. Sc. (Agri. Marketing)/ B. A. with B. Ed. etc.</p> <p>2. Shall have a flair for teaching and possess sound Computer Knowledge</p> |

|    |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                           | <p>3. Excellent communication skills in the local language essential, fluency in English and Hindi will be an added advantage</p> <p>4. Skills in Typing in Local Language essential.</p> <p>5. Typing skills in Hindi / English typing, an added advantage</p> <p>6. Previous experience as Faculty preferred</p> <p>7. Desirable age for all outsourced positions is 22-40 years.</p>                                                                                                                                                                                                      |
| 2  | <b>Office Assistants</b>  | <p><b><u>Skilled Category</u></b></p> <p>1. Shall be a Graduate viz. BSW/BA/B.Com./ with computer knowledge.</p> <p>2. Knowledge in Basic Accounting is a preferred qualification.</p> <p>3. Shall be fluent in spoken and written local language.</p> <p>4. Fluency in Hindi / English would be an added qualification.</p> <p>5. Shall be proficient in MS Office (Word and Excel), Tally &amp; Internet.</p> <p>6. Skills in typing in local language is essential. Typing skills in English an added advantage.</p> <p>7. Desirable age for all outsourced positions is 22-40 years.</p> |
| 3. | <b>Attendant</b>          | <p><b><u>Unskilled Category</u></b></p> <p>1. Shall be a Matriculate</p> <p>2. Ability to Read and Write the Local Language preferred.</p> <p>3. Desirable age for all outsourced positions is 22 - 40 years.</p>                                                                                                                                                                                                                                                                                                                                                                            |
| 4  | <b>Watchman / Gardner</b> | <p><b><u>Unskilled Category</u></b></p> <p>1. Should have passed 7<sup>th</sup> Standard.</p> <p>2. Should have experience preferably in agriculture/ gardening/ horticulture.</p> <p>3. Desirable age for all outsourced positions is 22- 40 years.</p>                                                                                                                                                                                                                                                                                                                                     |

## **JOB DESCRIPTION OF SUPPORT STAFF AT RSETIs**

### **A. FACULTY**

#### Roles and Responsibilities of the Faculty:

1. Assisting the Director in conducting Training Programmes.
2. Conducting pre training activities including awareness programmes, generation of applications and selection of candidates.
3. Assisting the Director in preparation of Annual Action plan, designing customized training programmes and evaluation of training.

4. Organizing logistics for the training programmes, including training materials and guest faculty.
5. Handling sessions relating to motivation entrepreneurship, market survey, Business Opportunity Guidance, Business plan preparation, launching formalities and enterprise management aspects (costing, pricing, inventory management, marketing, customer relations, etc.)
6. Drawing the training curriculum well in advance and fix the resource persons.
7. Providing post training escort services including follow up meets/visits.
8. Preparation of Business plans/Project report for RSETI trained entrepreneurs.
9. Providing counselling, credit linkage, marketing linkage support etc., to the trained entrepreneurs.
10. Preparation of success stories/case studies of entrepreneurs.
11. Collection of settlement details from the selected candidates and updating in MIS.
12. Maintaining and updating of MIS pertaining to the training and post training activities.
13. Preparation of training session notes, post programme report, monthly progress report and Annual Activity Report.
14. Organising the functions, events and meetings of the institute.
15. Preparation of press release/reports on the activities of the institute for media coverage.
16. Supervising the work of the Office Assistant, (checking of day book and general ledger) sub-staff, watchman of the Institute.
17. Monitoring the performance of Guest Faculty (skill training).
18. Maintenance of Fixed assets and Library of the institute.
19. Overseeing the maintenance/upkeep of campus including class rooms, kitchen, dining hall and dormitories.
20. Maintaining the records of premises/campus of the Institute and all Fixed Assets including furniture and fixtures and library books of the Institute.
21. Maintaining discipline and punctuality in the Institute including the practices of DAILY ATTENDANCE, PRAYER, MILLY, YOGA and SHRAMADAAN. 22. Any other work / Responsibilities, entrusted by the Director.
22. Any other work / responsibilities entrusted by the Director.

#### **B. ASSISTANT**

##### **Roles and Responsibilities of the Assistant:**

Assisting the Director and Faculty in functioning of the Institute to achieve the objectives of the organisation.

1. Maintaining and updating the day book/cash book, General Ledger, preparation and maintenance of vouchers, maintaining the accounts in



- MIS, preparation of monthly and annual receipt and payment statement by following the prescribed procedure for managing the accounts of the Institute.
2. Maintaining the books and registers of the Institute. (Manual or Electronic).
  3. Creating, maintaining and updating data relating to training and all the activities of the Institute in MIS.
  4. Preparation of periodical reports to be submitted to the controlling office, Ministry and other agencies.
  5. Organizing the required logistics for the training programmes including Boarding and Lodging to the trainees.
  6. Registration of candidates for the training, taking daily attendance in the training as well as for boarding.
  7. Post training follow up of trainees and submission of report to the Director.
  8. Maintaining of Library books and issuing books to the trainees as and when they demand.
  9. Updating the trainee's follow up cards of all batches.
  10. Upkeep of premises/campus of the Institute and all Fixed Assets including furniture and fixtures and library books of the Institute.
  11. Carry out all the instructions/any other work entrusted by the Director and faculty from me to me.

#### **C. ATTENDANT**

##### Roles and Responsibilities of the Attendant:

1. Up keeping of premises including office, training class rooms, dormitory, bathrooms, filing cabinet, visitors lounge, etc.
2. Filing the documents in respective files as per the directions of office Assistant/Faculty/Director.
3. Attending to Bank related works like getting pass book updating, depositing cheque, etc. as per the instructions of Director/faculty/office assistant.
4. Attending to dispatch work and maintaining stationery of the Institute.
5. Any other work entrusted by the Director /faculty from time to time.

#### **D. Watchman and Gardner**

##### Roles and Responsibilities of the Watchman and Gardner:

1. Watch and ward of the premises

2. Gardening work and maintenance and upkeep of the premises
3. In case of need to perform the dues of the attendant.
4. Any other work entrusted by the Director/faculty from time to time.

**Note:**

- i. All the above-mentioned scope of works is indicative and not exhaustive. Bank reserves the right to add/delete any work under the scope of work.
- ii. The Contractor has to provide Identity card (displaying contractor's name) to all their staff members.

**APPENDIX-L: PRICE BID**

**Price Bid**

The Price Bid needs to contain the information listed hereunder.

**Name of the Bidder:**

| Sr. No. | Type of services / Items/ Role                                             | No of Resources<br>(Notional Annual Value Rs.) | Commission as Cost of Resources (chargeable above the notional cost of remuneration) |        |
|---------|----------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------|--------|
|         |                                                                            |                                                | As % of remuneration                                                                 | Amount |
| 1.      | Supply of Skilled and Unskilled manpower at RSETIs of SBRSETI Trust Mumbai | 48<br>Rs.1,48,38,240                           |                                                                                      |        |
| 2.      |                                                                            |                                                |                                                                                      |        |
| 3.      |                                                                            |                                                |                                                                                      |        |
| 4.      |                                                                            |                                                |                                                                                      |        |

**Name & Signature of authorised signatory**

**Seal of Company**

**APPENDIX–M: BANK GUARANTEE FORMAT**

**DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

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

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. \_\_\_\_\_ Value Rs. \_\_\_\_\_

Date:

**To**

The .....

State Bank of India,

.....

.....

Dear Sir,

**Bank Guarantee of Rs. 6,00,000.00 (Rs. Six lakh only) towards Security Deposit for the work of Providing Skilled and unskilled manpower Services for SBRSETIs located in Maharashtra.**

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providing Integrated Facility Management Services for State Bank RSETI TRUST Mumbai, situated at Mumbai) with State Bank RSETI TRUST Mumbai as mentioned vide SBRSETI TRUST Mumbai letter no..... dated .....and the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee of Rs.6,00,000.00 (Rupees Six lakh only), to SBRSETI TRUST Mumbai for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to State bank RSETI TRUST Mumbai, a Guarantee of a Scheduled Bank for a value of Rs.6,00,000.00 (Rupees Six lakh only) to be valid upto .....(date).

AND WHEREAS .....(Name of Bank and its branch) having their office at..... (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of State bank RSETI

TRUST Mumbai and Guarantees in the manner hereinafter appearing. In consideration of the premise, we ..... (Name of Bank and its branch) having our office at ..... (address) here after called the “Guarantor” (which expression shall include its successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between State Bank RSETI TRUST Mumbai and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank RSETI TRUST Mumbai immediately any sum claimed by State Bank RSETI TRUST Mumbai under the said contract up to a maximum amount of Rs.6,00,000.00 (Rupees Six lakh only).

Such payment shall be notwithstanding any right the contractor may have directly against State Bank RSETI TRUST Mumbai or any disputes raised by the Contractor with State Bank RSETI TRUST Mumbai or any suits or proceedings pending in any competent court or before any arbitrator. SBRSETI TRUST Mumbai’s written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between State Bank RSETI TRUST Mumbai and the Contractor and or indulgence shown to the contractor by State Bank RSETI TRUST Mumbai, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by State Bank RSETI TRUST Mumbai in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of State Bank RSETI TRUST Mumbai.

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee State Bank RSETI TRUST Mumbai will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to State Bank RSETI TRUST Mumbai of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to State Bank RSETI TRUST Mumbai in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of State Bank RSETI TRUST that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs.6,00,000.00 (Rupees Six lakh only).

This guarantee will remain valid up to \_\_\_\_\_ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before -----, the guarantor shall be discharged from all liability under the guarantee thereafter.

The undersigned has been duly authorised by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the .....

SIGNED AND DELIVERED For & on behalf of (the above named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)

(Banker's seal)

**APPENDIX-N: PENALTIES**

**Penalties**

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15<sup>th</sup> of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBRSETI TRUST Mumbai along with the bills of the next month. If such scenario continues for a period of 3 continuous months, then the contract shall be liable to be terminated. Security Deposit shall be forfeited and Bank guarantee shall be encashed. The SBRSETI/SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a *penalty of Rs.1500/- per absentee per day* shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBRSETI/SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBRSETI TRUST Mumbai.

**Appendix-O: DRAFT ARTICLES OF AGREEMENT**

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

This AGREEMENT is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ between State Bank RSETI TRUST Mumbai, having its Office at Mumbai represented by its authorized officer (hereinafter called “the Employer”) on the one part and M/s \_\_\_\_\_ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at \_\_\_\_\_ (hereinafter called “the Contractor”) represented by Shri ..... who is authorized to enter this agreement by its Governing Committee on the other part.

AND WHEREAS the Employer has intention of engaging a contractor to provide skilled and unskilled manpower at SBRSETIs in the state of Maharashtra

AND WHEREAS the Employer had called for Tenders from eligible contractors to provide skilled and unskilled manpower at SBRSETIs in the state of Maharashtra as indicated in the scope of work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders and the Employer has awarded the contract relating to provide skilled and unskilled manpower at SBRSETIs in the state of Maharashtra, as stated in the scope of work attached to the Tender Document to the Contractor.

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

**A. NOW IT IS HEREBY AGREED AS FOLLOWS:**

- a) This agreement will come into effect from \_\_\_\_\_ and will remain in force up to \_\_\_\_\_ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved by the SBRSETI Trust) to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon and described in the said Specifications and the priced Schedule of Quantities.
- c) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions as per accepted Tender. Such sums/dues shall be payable on monthly basis subject to submission of bill / invoice.



- d) The above charges do not include Goods & Service Tax, but inclusive of all other taxes/duties/levies, whether existing or levied in future by the Central Government or the State Government or any local authority.
- e) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

**B. SERVICES TO BE RENDERED BY THE CONTRACTOR:**

The contractor shall:

- i. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- ii. Ensure that he deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- iii. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank / employer under the agreement.
- iv. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- v. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- viii. Ensure that no employees of the contractor will enter or remain on the SBRSETI's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.

- ix. Be liable for any damages/losses caused to the Bank by way of damages to the SBRSETI's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- x. Supply and install biometric access attendance system in each office and provide identity cards to his / her employees or agents who shall be doing the subject job at the SBRSETI's premises at their own cost. All the employees and agents should bear the identity card at all times, while they are working in the SBRSETI's premises.
- xi. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- xii. The Contractor shall obtain license, if any, required under the state of Maharashtra Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xiii. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.

#### C.TERMINATION OF AGREEMENT:

- (a) Without prejudice to what is contained hereinabove, the SBRSETI shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
  - (i) In the opinion of the SBRSETI (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the SBRSETI's satisfaction and/ or
  - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or
  - (iii) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
  - (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.

(b) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

(c) STAMP DUTY:

The contractor shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained by the SBI and the contractor shall be provided with a Certified / Notarised copy for their record.

(d) The contractor shall indemnify and keep indemnified the SBRSETI and SBI against all losses and claims, damages or compensation for breach of any provisions of this Agreement and of applicable law, including without limitation, the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

(e) The several parts of this contract have been read by the contractor and fully understood by the contractor.

(f) The Contractor or its employees shall not disclose directly or indirectly any information, materials and details of the SBRSETI's infrastructure/systems/ equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

(g) The Contractor shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

(h) The Employer reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.

(i) All payments by the Employer under this Contract will be made at respective SBRSETI.

(j) In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.

(k) The employer shall pay the contractor the said contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

(l) The said Conditions and Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.

(m) The Contractor / Agency shall comply with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”.

(n) The address and details of contact person of both the parties for communication may be incorporated. The mode of service of any notice i.e. by way of latter, email etc, may also be incorporated.

IN WITNESS WHEREOF the Employer (through its duly authorized official) and the Contractor (with common seal to be affixed hereunto in case of Company) have set their respective hands to these presents and two duplicates hereof, the day and year first hereinabove written.

Signed and delivered by SBI, Mumbai.

(Name and Designation)

In the presence of:

Witnesses:

1. \_\_\_\_\_

Address:



2. \_\_\_\_\_

Address:

**SIGNED AND DELIVERED BY**

The Contractor by the hand of

Shri \_\_\_\_\_

And duly constituted attorney.

Note: If the party is a Partnership firm or individual, should be signed by all or on behalf of all the partners:

(Name and Designation)

In the presence of:

Witnesses:

1. \_\_\_\_\_

Address:

2. \_\_\_\_\_

Address:

Witnesses:

THE COMMON SEAL OF \_\_\_\_\_

was hereunto affixed pursuant to the resolutions passed by its Board of  
Directors at the meeting held on \_\_\_\_\_ in the presence of

(1)

(2)

Directors, who have signed these presents in token thereof in the presence of

(1)

(2)



**APPENDIX-P: PRE -BID QUERY FORMAT**

**Pre-Bid Query Format**  
**(To be provide strictly in Excel format)**

| <b>Vendor Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |

**APPENDIX-O: PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS  
(REFERRED TO IN FORM 'B')**

- Name of the Work / Project & Location :
- Scope of Work :
1. Agreement No. & Date :
  2. Estimated Cost / Tendered Cost :
  3. Actual Value of Work done :
  4. Date of Commencement  
a. Stipulated date of Commencement :  
b. Actual date of Commencement :
  5. Date of Completion  
a. Stipulated date of Completion :  
b. Actual date of Completion :
  6. Amount of compensation levied for delayed completion if any. \ :
  7. Performance report based on  
Quality of Manpower supplied : Excellent / Very Good / Good / Poor  
Time Management : Excellent / Very Good / Good / Poor  
Resourcefulness : Excellent / Very Good / Good / Poor  
Financial Soundness : Excellent / Very Good / Good / Poor

Head of the Department  
Name of Organization

Note:

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