



STATE BANK OF INDIA

REQUEST FOR PROPOSAL (RFP)

INVITES QUALITY AND COST BASED SELECTION - TENDER

E TENDER FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES (IFMS) CONTRACT FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT AT SBI GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI THROUGH GEM PORTAL

Technical bid document

Ref: GEM/2025/B/7035278 Dated:28.01.2026

The Assistant General Manager (Estate),
First Floor, 'C' Wing,
State Bank Global IT Centre
Plot no. 8, 9, & 10
Sector – 11, CBD Belapur,
Navi Mumbai – 400 614

Name of The Tenderer: _____

Address: _____

GSTIN: _____

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NOTICE INVITING TENDER THROUGH GeM PORTAL

State Bank of India, GITC, CBD Belapur, Navi Mumbai invites Quality and Cost Based Selection (QCBS) (i.e. techno-commercial) tenders through Gem Portal.

The details of the tender are as under:

Sr. no.	TENDER ID	GEM/2025/B/7035278 Dated: 28.01.2026
1.	NAME OF WORK	Tender for providing Integrated Facility Management services (IFMS) for Fire Safety, Security System Management at SBI, GITC & its annex premises located in Navi Mumbai.
2.	ELIGIBILITY CRITERIA OF VENDORS	As Per Annexure - A & A1
3.	EARNEST DEPOSIT (EMD) MONEY	<p>Rs. 2,15,000.00 Amount should be deposited in</p> <p>1.For Mode of Transaction- NEFT only Account Name: SBI Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch OAD, GITC, Belapur</p> <p>2.For Mode of Transaction- RTGS and intra-bank transfer (SBI to SBI only) Account Name: SBI Intraday Office Account with INB Account No.: 37608352111 IFSC: SBIN0011343 Branch OAD, GITC, Belapur</p> <p><u>EMD Exemption:</u> The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM General Terms & Condition with the bid. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy. (If not deposited, tender will be rejected)</p>
4.	SECURITY DEPOSIT (SD) IN THE FORM OF FD or BG	<p>The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" as Security Deposit (SD) in the form of Fixed Deposit issued by any SBI Branches. Lien to be noted in favour of AGM (Estate), SBI, GITC.</p> <p>Or</p> <p>Bank guarantee issued by any Nationalized/scheduled commercial bank favouring "State Bank Of India" payable at Mumbai.</p> <p>The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Commercial Bank (Other than SBI) as per the Bank's approved format (Annexure-P).</p>

5.	Documents to be uploaded on Gem portal. Soft copies submission (if not uploaded, tender will be rejected)	Contractors shall download the entire technical Bid to get acquainted with terms and conditions and eligibility criteria and upload the compulsorily complete technical bid with proofs and credentials without fail in GeM portal after putting the signature and seal. Failing to upload stated below, the tender will be rejected i.e. (a) proof of remittance of EMD, (b) Signed & stamped technical bid and valid proofs & credentials for prequalification of vendor. L1 Tenderer should submit the whole technical bid spirally bound duly signed with company seal and date to this office within 3 days of receipt of confirmation under mentioned address:
6.	Date of availability of tender documents on GeM portal	28-01-2026 to 11-02-2026 Tender documents shall be downloaded from GeM portal
7.	Date of pre-bid meeting and Contact person	04-02-2026 AT 3.00 PM Assistant General Manager (Estate) State Bank of India, Global IT Centre, 1st Floor, C-Wing, Plot No,8,9, &10, Sector No. 11, CBD, Belapur, Navi Mumbai-400614 022-27537410 & Mob. 09674713875 022-27535903 & Mob. 08823046635 agmestate.gitc@sbi.co.in , fo.gitc@sbi.co.in Vipin Paliwal, Assistant Manager, Estate Department, GITC CBD Belapur, Navi Mumbai. Mobile No. 8823046635
7.1	Prior Intimation for participation in Pre-Bid Meeting	Applicant has to share name & contact no. of their representatives on email 24 hours prior to date & time of Pre-Bid meeting. Any correspondence after stipulated time will not be entertained. (agmestate.gitc@sbi.co.in, fo.gitc@sbi.co.in). The OTP shall be sent on their mobile no. for meeting & no other persons shall be permitted to attend it. Maximum two persons per bidder allowed for meeting.
7.2	Last date and time for submission of reply on GeM portal of pre-bid queries if any.	03-02-2026 at 5:00 PM
8.	Last date & time for Submission of tenders on Gem portal	11-02-2026 at 18.00 PM
9.	Date of opening of tenders On gem portal	11-02-2026 at 18.30 PM In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day

		at the same time.
10.	Address of communication	Assistant General Manager (Estate) State Bank of India, Global IT Centre, 1st Floor, C-Wing, Plot No,8,9, &10, Sector No. 11, CBD Belapur, Navi Mumbai-400614 Mob. 9674713875, 8823046635, 022-27535903 agmestate.gitc@sbi.co.in fo.gitc@sbi.co.in
11.	In case of Tie bids	If more than one bidder is ranked L-1 in the GeM portal or multiple L-1 bidders have quoted the same price, the selection for the L-1 bidders will be made through Random Algorithm executed by GeM system Run L1 Selection (Auto run) option.
12.	Contract period	The contract / tender will be valid for the period of three years. However, the contract will be awarded for an initial period of one year from the date of commencement of work with option of renewal for another two similar terms, subject to the satisfactory performance of identified successful Bidder.
	Price Break-up (The bidders qualified and found eligible in technical bid evaluation shall only be eligible for Price Bid evaluation.)	<p>Bidding process will be Quality and Cost Based Selection (QCBS) (i.e. techno-commercial).</p> <p>The Bidders may note that the quoted tender amount should be same in both GeM portal and the price break-up sheet (strictly as per the given price-bid format) duly signed & stamped.</p> <p>If is any difference between the total tender amount quoted in GeM portal and the price-break-up sheet, the bidder will be disqualified.</p> <p>If there is any difference in the format of the price-bid uploaded in the GeM portal. The bidder will be disqualified.</p> <p>If any bidder has quoted below the minimum Management charges/service charges as per the norms of Government/GeM (i.e., quoted below the 3.85% of cost of Manpower), The bidder will be disqualified.</p> <p>If any bidder has quoted below the latest statutory minimum wages notified by Ministry of labour & employment, Govt. of India (central), The bidder will be disqualified.</p> <p>Bidders have to quote price bid inclusive of GST on GeM portal and tender document also.</p> <p>Only those bidders who meet the eligibility criteria specified in the RFP shall be considered for Technical Bid Evaluation.</p>

		<p>The Bidders who do not fulfil the prescribed eligibility criteria will be disqualified & will not be evaluated and shall be awarded “Zero Marks” in the Technical Bid evaluation.</p> <p>Vendors shall submit technical bids & price bids simultaneously. Only technically qualified vendor shall be eligible for price bid Evaluation.</p>
14	Validity for Offer	<p>a) Technical Bid shall remain valid for a duration of 180 days from the date of submission Bid.</p> <p>b) Price Bid: Techno Commercial Proposals shall remain valid and open for acceptance for a period of 180 days from the date of opening of price bid.</p>
15	Date of Commencement of Work	1st Day of Succeeding month of the Work Order
16	Penalty/Liquidated damages	As per relevant clause in the tender document
17	Period of Honouring of Payment.	15 days from the date of receipt of bill on monthly basis (excluding Sunday and Public Holidays).
18	Insurance	As per insurance clause of the tender document

19. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
20. Bidding process will be Quality and Cost Based Selection (QCBS)
21. SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
22. The bidders disqualified/debarred/terminated by the SBI during the last three years from any of their projects on account of unsatisfactory performance/pending non-issues compliance of labor law related any shall not be eligible to apply/quote.
23. The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT / ENCLOSURES” in their applications and annexures to avoid rejection of their applications.
24. Conditional tenders shall be summarily rejected. Documents uploaded without seal and signature of the authorized tenderer may not be considered.
25. Any corrigendum / addendum in the matter will be published only on Bank’s website and GeM portal.
26. The vendor shall sign and stamp each page of the letter of declaration & bid security declaration tender document and upload the same in the relevant fields in the online tender on GeM portal.
27. The intending bidders are categorically advised to submit/upload the tender document strictly in the attached format only.
28. Vendor to attach document as per RFP requirement only. Any other document attached with condition or otherwise shall be treated as null & void / rejected by the Bank. Any concern to be raised and resolved in the pre bid meeting only.

29. The bidders qualified and found eligible in technical bid evaluation shall only be eligible for Price Bid evaluation.
30. Bidders have to quote price bid inclusive of GST on GeM portal and tender document also.
31. Bidders shall note that they shall be abide by the terms & conditions of GeM portal. In case of conflict between the terms & conditions of the RFP / Bank & GeM terms then Gem specific terms & conditions shall prevail.
32. Bank reserves the rights to change the location of the premises if the office premises is shifted or relocated to different location within geographical area of Navi Mumbai.
33. The Bidders who do not fulfil the prescribed eligibility criteria will be disqualified & will not be evaluated and shall be awarded “Zero Marks” in the Technical Bid.
34. Participation in the GeM portal price bidding process shall be restricted to the bidders qualified in technical bid and Evaluation matrix. Only technical qualified bidders are eligible for evaluation of Matrix.
35. EMD of unsuccessful bidder shall be returned within 30 days from award of contract to L-1 bidder.

Assistant General Manager (Estate)

ELIGIBILITY CRITERIA

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:

Sr. No.	Eligibility Criteria	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 Integrated facility management services as on 31.12.2025.	-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate. -In case of firms, Copy of the firm registration Certificate and GST Registration. -In case of company, copy of certificate of incorporation issued by the 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 ₹ 86 Lakh. OR Two Similar Completed works Each one having “Annual Contract Value” not less than ₹ 107.5 Lakh. OR One Similar Completed work having “Annual Contract Value” not less than ₹ 172 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 01/01/2023 to 31/12/2025. 1. Scope of work. 2. Contract value. 3. Period of the contract. 4. Date of completion of the contract 5.Satisfactory Report
	Note: “Similar Completed Work” under this clause shall mean successful completion of Integrated Facility Management Services (Security & fire safety manpower works, Office Administrative and support works, housekeeping works) of offices of the Scheduled Commercial Banks, Financial Institutions, Central & State Govt. Departments/Organizations, Private Limited Company, Public Sector Undertakings, Multinational/ National Company. ** Note- Above mentioned completed work amount is excluding of GST.	
3	The bidder should have a minimum average annual turnover of Rs. 430 Lakh for the last three years (as on 31-03-2025). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2022-23, 2023-24 and 2024-25 (Audited) establishing the	Certificate by Chartered Accountant/ Copies of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant.

	turnover criteria should be submitted.	
4	The Bidder should have a solvency of Rs. 64.5 Lakh certified by a Scheduled Commercial Bank. The Solvency Certificate should not have been obtained earlier than 31.12.2025.	Original Solvency Certificate should be attached.
5	The Bidder should have applicable and valid registrations with statutory authorities, Labour License under section 12(1) of the Contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organization (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.
6	The Bidder should have constituted a Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.	Suitable declaration for this effect to be submitted on the Letter Head of the bidder duly signed by the Authorized Signatory only
7	Bidder should have Office at Mumbai / Thane / Navi Mumbai or Should be prepare to setup/open office at Mumbai / Thane / Navi Mumbai within one month from date of award of contract. But the registered principal office must be in the state of Maharashtra.	Suitable and Relevant Documents only to be submitted. (Suitable undertaking for opening of office within one month to be furnished on the Letter Head of the bidder duly signed by the Authorized Signatory only)
8	Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India in Pan India, Public and Private listed company / Multi-National Corporations or involved in any illegal activity or financial frauds in last 5 years end on 31.12.2025.	Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorized Signatory only.
9	The bidder should have a positive net worth of Rs. 107 lac as on 31 st March 2025. The tenderer should	CA certified certificate should be attached.

	give a certificate duly audited by the Chartered Accountant.	
10	The Bidder should have at least 500 Manpower on payroll as on 30-09-2025.	Certified paid PF statement of EPF and ESIC as on 30.09.2025 to be attached.
11	The Bidder should not have incurred loss in the last 3 years, ending on 31 st March 2025.	CA certified Certificate/document should be attached

Copies of the 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**. Bidder must be qualified in all 11 parameters. The Bidders who do not fulfil the prescribed eligibility criteria will be disqualified & will not be evaluated and shall be awarded “Zero Marks” in the Technical Bid.

Only Eligible (Qualified) Bidders will be evaluated to the technical bid evaluated matrix.

We have read and understood the above-mentioned prequalification criteria and shall abide by the same.

Signature of the Contractor
With Seal

TECHNICAL BID EVALUATION MATRIX

Maximum Score for Technical Bid Evaluation: **Marks 100**

Minimum marks required for qualifying in Technical Bid Evaluation: **Marks 60**

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: -

i. Place of Registration		Max 10 Marks
	a. Registered Office in Navi Mumbai / Mumbai /Thane in Maharashtra State	10 Marks
	b. Registered Office outside Mumbai /Thane/Navi Mumbai in Maharashtra States	6 Marks
ii. Number of Years of Operations / experience as on 31.12.2025		Max 10 Marks
	a. More than 15 years	10 Marks
	b. More than 10 years and up to 15 years	8 Marks
	c. More than 7 years and up to 10 years	6 marks
iii. Average Annual Turnover of last three financial years. i.e., 2022-23, 2023-24 & 2024-25 (as on 31.03.2025)		Max 15 Marks
	a. More than Rs. 1600 Lakh	15 Marks
	b. More than Rs. 1200 Lakh and up to Rs. 1600 Lakh	13 Marks
	c. More than Rs.800 Lakh and up to Rs. 1200 Lakh	11 Marks
	d. Equal to or More than Rs.430 Lakh and up to Rs. 800 Lakh	9 Marks
iv. Executed similar works in Last 3 Years as on 31.12.2025 (Refer point no 8 of technical bid evaluation matrix page no.14)		Max 5 Marks
	a. In Office Campus of Government, PSU, Semi Government, Public Sector Banks, Government Financial Institutions in Greater Mumbai/ Navi Mumbai/ Thane	5 Marks
	b. In Office Campus of Government, PSU, Semi Government, Public Sector Banks, Government Financial Institutions in any place other	4 Marks

	than Greater Mumbai/ Navi Mumbai/Thane	
	c. In Office Campus of MNC (Listed)/ Private Company / Private Banks in Greater Navi Mumbai/Thane.	3 Marks
v. Value of Single Largest similar work Completed in Last 3 Years as on 31.12.2025		Max 10 Marks
(Refer point no 8 of technical bid evaluation matrix of Page No. 14)	a. Annual Contract Value more than Rs. 172 Lakh	10 Marks
	b. Annual Contract Value more than Rs.107.5 Lakh and up to Rs.168 Lakh	8 Marks
	c. Annual Contract Value more than Rs. 86 Lakh and up to Rs. 107.5 Lakh	6 Marks
vi. Value of Single Largest Similar Project In Hand		Max 10 Marks
(Refer point no 9 of technical bid evaluation matrix of Page no.14)	a. Annual Contract Value more than Rs. 172 Lakh	10 Marks
	b. Annual Contract Value more than Rs. 107.5 Lakh pr Annum and up to Rs. 172 Lakh	8 Marks
	c. Annual Contract Value more than Rs. 86 Lakh pr Annum and up to Rs. 107.5 Lakh pr Annum	6 Marks
vii. Quality Related Marks		Max 5 Marks
	a. ISO 41001 or ISO 45001 or SA 8000 or any other equivalent certificate	5 Marks
	b. Any other equivalent certificate	3 Marks
	c. No certificate Submitted	0 Marks
viii. Manpower on Payroll as on 30.09.2025		Max. 20 Marks
	More than 1100	20 Marks
	More than 800 and up to 1100	14 Marks
	500 and up to 800	12 Marks
ix. Constitution of Firm		Max 5 Marks
	Public/Private Ltd./LLP	5 Marks
	Partnership	4 Marks
	Others - Sole proprietorship	3 Marks
x. Quality of Services by the bidder at their Present Site		Max. 10 Marks
Based on the client feedback uploaded format strictly as per Annexure 'H'.		Excellent / Very Good – 2.5, Good – 2, Fair and Satisfactory – 1.5, Poor – 0 mark.
	(a) Quality of Work	0 to 2.5 Marks
	(b) Supervision and administrative Control	0 to 2.5 Marks
	(c) Technical Proficiency	0 to 2.5 Marks
	(d) Mobilization of Facilitators	0 to 2.5 Marks

The final selection of successful bidder will be made on the basis of techno-commercial evaluation by assigning weightages in the ratio of 30% to the technical parameters and 70% to the Price Bid.

Both scores (technical & price bids) will be converted into percentile score and weighted combined score will be worked out to determine the highest scoring bidders to whom the contract will be awarded after obtaining approval from the competent authority.

The weightage given to the bids are as below:

Sr.no.	Bid	Weightage	Marks Obtained
1.	Technical Bid	30%	X
2.	Price Bid	70%	Y
			X+Y

The bidder who scores maximum marks (X+Y) put together for 'Technical Bid' & 'Price Bid' shall be considered for acceptance.

- Technical Bid (X) = ((respective offer / Highest offer) x 100) x 30%.
- Price bid marks of bidders (Y) = ((lowest offer / respective offer) x100) x 70%

Example:

1. Each of the technical parameters given marks. Suppose total marks 100.

Three bidders short listed in the technical bid - A, B, & C. They get following marks:

- A - 78
- B - 70
- C - 64

Now that technical bids are evaluated, financial bids can be opened. Financial quotes for three premises are as follows:

- A : Rs 300 per year
- B : Rs 250 per year
- C: Rs 210 per year

Sr. No.	Technical score (percentile form)	Financial score (percentile form)
1	A : $(78/78)*100= 100$	A: $(210/300)*100=70$
2	B : $(70/78)*100 =89.74$	B: $(210/250)*100 =84$
3	C : $(64/78)*100=82.05$	C : $(210/210)*100 = 100$

If proportion of technical to financial score is specified to be 30:70, then final scores will work out as follows:

- A: $(100 \times 0.30) + (70 \times 0.70) = 79$
- B: $(89.74 \times 0.30) + (84 \times 0.70) = 85.72$
- C: $(82.05 \times 0.30) + (100 \times 0.70) = 94.61$

Desired successful bidder would be one with highest percentile score viz. C with score of 94.61.

2 Information required from point number (i) to (ix) above for evaluation, should be supported with certified/attested copies of the relevant documents confirming compliance of technical bid evaluation & eligibility criteria by the tenderer.

3. Only those bidders who have achieved at least minimum qualifying score (60%) will be treated as qualified and only their QCBS process will be done through GeM portal.

4.The Bidder will be selected as successful bidder on the basis of QCBS evaluation through GeM portal.

5. We have read and understood the above-mentioned pre-qualification criteria and shall abide by the same.

6. The Quality of the bidders at their present site (Sr. No. x ... a to d above) will be assessed through feedback from client i.e., one single largest project in hand/ under execution. Feedback format is specified as per Annexure "H" The feedback should be obtained from client mentioned (at Annexure A serial No.1) in Annexure "F" and uploaded on GeM portal. The details of such client must be provided by the bidders in Annexure "F".

7. Bidders to provide details of Name of the Client with Brief Address of Concerned Office & Contact No. and e-mail ID as per Annexure "F". Bank may explore option of verification of the feedback received; the decision taken by the Bank in this regard will be final and binding.

8. "Similar Completed Work" refer definition from the eligibility criteria sr.no 2 and submit the required document as per the criteria mentioned in evaluation matrix.

9. "Similar Work in Hand" under this clause shall mean work in hand or under execution of Integrated Facility Management Services (Security & fire safety manpower works, Office Administrative and support works, housekeeping works) of offices of the Scheduled Commercial Banks, Financial Institutions, Central & State Govt. Departments/Organizations, Private Limited Company, Public Sector Undertakings, Listed Multinational Company.

10. Note- Above mentioned completed work or in hand work amount is excluding of GST.**

Signature of the Contractor with Seal

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

Date: _____

To:

Dear Sir,

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

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We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the price Bid through GeM Portal

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.
- i. 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".
- ii. 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.

- iii. 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.
- iv. 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.
- v. 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.
- vi. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Annexure -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.
- vii. 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.
- viii. 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.
- ix. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- x. 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.
- xi. 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.

- xii. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xiii. 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.
- xiv. We understand that Bids must be supported by a Bid Security Declaration in lieu of EMD. Accordingly, we furnish this Bid Security Declaration and undertake that (a) we shall not withdraw or modify our bid during the period of Bid validity; (b) if we are considered technically qualified Bidder by the Bank, we shall participate in the bidding by logging in; (c) we have not made any statement or enclosed any form which may turn out to be false/ incorrect at any time prior to signing of Contract; (d) if we are awarded the Contract, we shall accept Purchase Order and/or sign the Contract with the Bank and furnish Bank Guarantee, within the specified time period in the RFP.
- 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 ..... 2026

---

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

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_ Seal of the company.

**APPLICATION FORM**

|   |                                                                                                                                                                                   |                                                                                            |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1 | Name of the Organization                                                                                                                                                          |                                                                                            |
| 2 | Full Postal Address of Organization with Pin code                                                                                                                                 |                                                                                            |
| 3 | Contact Details<br>(i) Contact Person<br>(ii) Phone No.<br>(iii) Mobile No.<br>(iv) E-mail ID                                                                                     | .....<br>.....<br>.....<br>.....                                                           |
| 4 | Year of Establishment<br>(Enclose certified copies of documents as an evidence – ENCLOSURE - 'A')                                                                                 |                                                                                            |
| 5 | Constitution of Firm<br>(Enclose certified copies of documents as an evidence – ENCLOSURE - 'B')                                                                                  | Sole Proprietorship/ Partnership / Private Ltd. / Public Ltd. / Any other (Please specify) |
| 6 | Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and enclose certified copies of documents as an evidence – ENCLOSURE 'C') |                                                                                            |
| 7 | Registration with Govt. Authorities<br>(Enclose certified copies of EPF, ESI and labour License as an evidence – ENCLOSURE - 'D')                                                 |                                                                                            |
|   | a. Income Tax (PAN) No.                                                                                                                                                           |                                                                                            |
|   | b. Goods & Service Tax no. (GST)                                                                                                                                                  |                                                                                            |
|   | c. EPF Registration No.                                                                                                                                                           |                                                                                            |
|   | d. ESI Registration No.                                                                                                                                                           |                                                                                            |
|   | e. Labour License No.                                                                                                                                                             |                                                                                            |

|    |                                                                                                                                                                                                                                                                  |                                                                                                                                     |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 8  | Names of Directors / Proprietor / Partners / Associates                                                                                                                                                                                                          |                                                                                                                                     |
| 9  | Biodata of Directors / Partners / Associates                                                                                                                                                                                                                     | Please fill up enclosed Annexure - 'B' along with supporting documents for their academic / professional qualification              |
| 10 | Solvency Certificate Details<br>(i) Amount<br>(ii) Bank's Name<br>(iii) Date of Issuance<br>(Please fill up enclosed ENCLOSURE – 'E')                                                                                                                            | ₹.....<br>.....<br>..... / ..... / 20.....                                                                                          |
| 11 | Financial Information                                                                                                                                                                                                                                            | Please fill up enclosed Annexure 'L' & enclose copies of audited balance sheet, profit & loss statement and CA certificate          |
| 12 | Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c. (Audited) for the last 3 years ending on 31.03.2025.<br><br>(Enclose certified copies of documents as an evidence – annexure - 'L') | 2022-23: ₹.....<br>2023-24: ₹.....<br>2024-25: ₹.....<br>Average: ₹.....                                                            |
| 13 | Details of Similar works completed during the last 3 years in Scheduled Banks, Financial Institutions, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Corporations.                                       | Please fill up enclosed Annexure 'F' & enclose copies of Work Orders and Satisfactory Completion Certificates (as per Annexure 'H') |
| 14 | Details of Similar works under execution / awarded in Scheduled Banks, Financial Institutions, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Corporations.                                               | Please fill up enclosed Annexure 'G' and enclose copies of LOI / Work Order / Agreement                                             |
| 15 | List of Professionals / Technical / Non-technical Personnel employed permanently                                                                                                                                                                                 | Please fill up enclosed Annexure 'J'                                                                                                |
| 16 | Details of Plant & Machinery / Tools / Equipment owned by the company                                                                                                                                                                                            | Please fill up enclosed                                                                                                             |
| 17 | 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 empanelled                                                                                                               |
|    |                                                                                                                                                                                                                                                                  |                                                                                                                                     |

|    |                                                                                                                                                                                                                                                                     |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    |                                                                                                                                                                                                                                                                     |  |
|    |                                                                                                                                                                                                                                                                     |  |
| 18 | Mention if blacklisted and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.                                                                                                                               |  |
| 19 | Details of disputes / litigations, if any, during the period of last 05 years                                                                                                                                                                                       |  |
| 20 | Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc.                                                                                                                                                                |  |
| 21 | Details of penalty / liquidated damage imposed by any client for defective / delayed / non-compliance of services / work or violation of terms of the contract, during the last 5 years, ended on 31.12.2025. If yes, please provide details thereof, with reasons. |  |
| 22 | Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 5 years, ended on 31.12.2025. If yes, please provide details thereof, with reasons.                                |  |
| 23 | Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past                                                                                                                                                                    |  |

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

Signature of the applicant with seal

Date:

Place:

**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

**FORM OF BANKERS' / SOLVENCY CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK**

To,  
The Deputy General Manager,  
(Facilities & Office Administration)  
State Bank of India,  
First Floor, C-Wing, Global IT Centre,  
Plot No.8,9, &10, Sector-11,  
CBD Belapur, Navi Mumbai -400614

No.:

Date:

**SOLVENCY CERTIFICATE**

This is to certify that, to the best of our knowledge and information, M/s / Sri....., a customer of our bank, has been maintaining Savings Bank / Current Account bearing number.....with our ..... Branch, since ..... (Month and Year).

We understand from the customer that the certificate is for the purpose of Tender with your organisation. We further certify that M/s / Shri / Smt. ....is solvent to the extent of INR ..... (Rupees.....only).

This certificate issued by the Bank on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of the Bank or its officials.

(Signature)

For the Bank

Note:

1. Bankers 'certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**Annexure-D**

**Format for Self-Certification of Local Content**

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Ref.: RFP No. : \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

| SI No | Product details | Name of place |
|-------|-----------------|---------------|
| 1     |                 |               |
| 2     |                 |               |

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

Signature of authorised official

Name:

Company seal:

**DECLARATION OF SITE INSPECTION**

(To be typed and given on the letter – head of the Bidder)

I/We have inspected all the sites as Proposed in Navi Mumbai, of State Bank of India and I/We have made me/ us fully acquainted with the local conditions in and around the sites of works and proposed items, RFP, Technical bid & Price bid etc. complete.

I/We hereby declare that I/ We have carefully gone through the conditions laid down in the RFP/Tender including Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates , Form of Agreement, General Specification, Approved manufacturers/ natural source of materials (i.e. all parts of Technical bid), Technical Specifications of schedule of quantities (i.e. all parts of Price bid), and clearly understood all it. On the basis of the same I/ We have quoted our rates in the Schedule of Quantities/ Price Bid attached with the tender documents.

We accept all the terms and conditions of RFP/ tender documents. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule.

I/ We hereby declare that, in particular during execution of all works at site; it will be my/ our sole responsibility to strictly adhere to/ meticulously follow the General Specification, Approved manufacturers; Safety, Health and Environmental (SHE) guidelines; Labour Laws; Technical Specifications of schedule of quantities, all design & drawings and items specifications of all trades of work.

For any type of deviation (to any of above or subsequent instructions), it will be my/our responsibility to obtain the written instruction of the SBI, appropriate Government Authorities, local bodies for the same failing which it shall be deemed that I have carried out any such deviations at my own risk & responsibility and I shall be duty bound to replace all the deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/ We hereby declare that I/ We shall obtain necessary clarifications, from SBI in time and also shall uniformly maintain such progress as may be directed by the SBI to ensure completion of same within the target date/ time as mentioned in the tender document.

Date:

Signature and seal of Contractor/Tenderer

Witness:

1.

2.

**Annexure – 'F'**

**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST THREE YEARS  
ENDING BY 31.12.2025**

**(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 | Agreement No. & Date of Agreement with Client | Location and Scope of the Work | Date of Commencement of Work | Actual date of completion of work | Total Term of the Contract (in Months) | Work Order Amount (in ₹) | Total Amount of Work Done (in ₹) | Annual Contract Value (₹ Per annum) | Litigation/ Arbitration pending/ In progress with details (if any) |
|--------|--------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------|--------------------------------|------------------------------|-----------------------------------|----------------------------------------|--------------------------|----------------------------------|-------------------------------------|--------------------------------------------------------------------|
| 1      |              |                                                                                         |                                                                |                                               |                                |                              |                                   |                                        |                          |                                  |                                     |                                                                    |
| 2      |              |                                                                                         |                                                                |                                               |                                |                              |                                   |                                        |                          |                                  |                                     |                                                                    |
| 3      |              |                                                                                         |                                                                |                                               |                                |                              |                                   |                                        |                          |                                  |                                     |                                                                    |
|        |              |                                                                                         |                                                                |                                               |                                |                              |                                   |                                        |                          |                                  |                                     |                                                                    |

**Note:**

1. Information must 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).
3. Amount should be excluding of GST.

Signature of Applicant with Seal

**DETAILS OF ALL 'SIMILAR' WORKS ON HAND - UNDER EXECUTION OR AWARDED  
AS ON 31.12.2025**

(Enclose Copies of contract/ 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 | Agreement No. & Date of Agreement with Client | Location and Scope of the Work | Date of commencement as per contract | Likely date of completion | Total Term of the Contract (in Months) | Actual Value of the Work (in ₹) | Annual Contract Value (₹ Per annum) | If Work Left Incomplete or Terminated (Furnish reasons) |
|--------|--------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------|--------------------------------|--------------------------------------|---------------------------|----------------------------------------|---------------------------------|-------------------------------------|---------------------------------------------------------|
| 1      |              |                                                                                         |                                                                |                                               |                                |                                      |                           |                                        |                                 |                                     |                                                         |
|        |              |                                                                                         |                                                                |                                               |                                |                                      |                           |                                        |                                 |                                     |                                                         |
|        |              |                                                                                         |                                                                |                                               |                                |                                      |                           |                                        |                                 |                                     |                                                         |

**Note:**

1. Information must 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).
3. Amount should be excluding of GST.
4. The feedback to be obtained from the client with highest value at serial no.1

Signature of Applicant with Seal

**Annexure – ‘H’**

PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED WORKS AS ON 31.12.2025 (REFERRED TO IN ANNEXURE ‘F’)

1. Name of the Work with Brief Particulars
2. Agreement No. and Date
3. Agreement Amount
4. Annual Contract Value
5. Gross Amount of Work Completed and Paid
6. Date of Commencement of Work
7. Actual Date of Completion
8. Whether the contract was renewed
9. Details of compensation levied for delay or any other reason (indicate amount)
10. Name and address of the authority under whom work executed
11. Whether the Service Provider employed qualified supervisor during execution of work
12. Performance report based on
  - a. Quality of Work : Excellent / Very Good / Good /Fair and satisfactory/Poor
  - b. Supervision and Administrative Control : Excellent / Very Good / Good / Fair and satisfactory Poor
  - c. Technical Proficiency : Excellent / Very Good / Good /Fair and satisfactory/Poor
  - d. Mobilization of Facilitators : Excellent / Very Good / Good /Fair and satisfactory/Poor

Superintending Engineer / Chief Project Manager or Equivalent  
Name of Organization

Note :

1. The performance report is to be submitted separately for all major works.
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.
3. Amount should be excluding of GST.

**Annexure – ‘J’**

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION AS ON 31.12.2025**

| Sr. No. | Name & Aadhar No. | Designation | EPF & ESIC No. | Educational Qualification | Professional Experience | Length of continuous service with employer in years |
|---------|-------------------|-------------|----------------|---------------------------|-------------------------|-----------------------------------------------------|
| 1       | 2                 | 3           | 4              | 5                         | 6                       | 7                                                   |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |

**Note:**

- Details of Technical personnel shall be provided qualification-wise
- Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

Signature of Applicant with Seal

**DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES**

I/We.....S/o/D/o.....  
.....Residing at

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

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

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

**Annexure 'L' (Financial capability / information)**

The bidder should have a minimum average annual turnover of Rs. 430.00 lakhs for the previous three years (as on 31-03-2025). Audited/Certified Balance Sheet (by Chartered Accountant) for the years 2024-25 (Audited), 2023-24(Audited) and 2022-23 (Audited), establishing the turnover criteria should be uploaded.

| Sr. No. | FINANCIAL YEAR | INCOME | EXPENDITURE (Rs.) | NET PROFIT/LOSS (Rs.) | ANNUAL TURNOVER (Rs.) |
|---------|----------------|--------|-------------------|-----------------------|-----------------------|
| 1       | 2022-23        |        |                   |                       |                       |
| 2       | 2023-24        |        |                   |                       |                       |
| 3       | 2024-25        |        |                   |                       |                       |

**DECLARATION**

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

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

I/We hereby certify that:

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

Signature of Applicant with Seal

**LETTER OF DECLARATION**

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

The Deputy General Manager,  
(Facilities & Office Administration)  
State Bank of India,  
First Floor, C-Wing, Global IT Centre,  
Plot No.8, 9, &10, Sector-11,  
CBD Belapur, Navi Mumbai -400614

**E TENDER PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES (IFMS) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT AT SBI, GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI**

Dear Sir,

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

|   |                      |                                                                                                                                                                                                                                                                          |
|---|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a | Description of work  | Providing Integrated Facility Management services (IFMS) for Fire Safety, Security System Management at SBI, GITC & its annex premises located in Navi Mumbai                                                                                                            |
| c | Validity of Contract | For one year from the date of commencement of work subject to the renewal for another two similar terms after expiry of initial period of one year subject to satisfactory performance. (Extension of contract will be on yearly basis at sole discretion of the Bank. ) |

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to State Bank of India, the amount mentioned in the said conditions.

3. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole Integrated Facility Management services (IFMS) for Fire Safety, Security System Management at SBI, GITC & its annex premises located in Navi Mumbai for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause of Terms & Conditions of this tender.

4. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.

5. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI, including taking any action against us as deemed fit.

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

Signature of the Tenderer  
With Seal

## 1. BID PREPARATION AND SUBMISSION:

Documents mentioned below are to be uploaded on GeM portal

Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers: - Annexure -B, Annexure -C, Annexure -D, Annexure -E, Annexure -F, Annexure -G, Annexure -H, Annexure -J, Annexure -K, Annexure -L, Annexure -M, Annexure -N.

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

## 2. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on GeM portal, prior to the deadline prescribed for submission of technical Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of technical Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of technical Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result black listed for one years and other appropriate action as per the terms of RFP including applicable laws.

## **SAMPLE BUSINESS RULE DOCUMENT**

### **GEM PORTAL FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES (IFMS) FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT AT SBI, GITC & ITS ANNEX PREMISES LOCATED IN NAVI MUMBAI.**

#### **(A) Business rules for tendering:**

1. Only contractors who fulfilled the prequalification criteria shall be eligible to participate.

#### **(B) Terms & conditions of E-tendering: Through GeM portal**

SBI shall finalize the bidder through GeM portal. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangement / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
2. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
3. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by Bank.
4. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

#### **Online E-tendering:** On GeM Portal

- a. The Technical as well as Price Bids will be available on GeM portal during the period specified in the NIT.
- b. Online e-tendering for Price Bid submission on GeM portal shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation and Eligibility criteria mentioned hereinabove.
- c. The Price-Bid shall be made available on GeM portal wherein the contractors will be required to fill-in their Item-wise rates for each item.
- d. The Contractors are advised not to wait till the last minute to submit their bids on online GeM portal item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- e. It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

- a) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as ***“Incomplete Tender”*** and shall be liable for rejection.
5. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Most Successful Bidder backs out or fail to complete the work as per the rates quoted, Bank shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.
6. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
7. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
8. Other terms and conditions shall be as per your techno/commercial offers and other correspondences till date.
9. OTHER TERMS & CONDITIONS:
- a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
  - b. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
  - c. SBI decision on award of Contract shall be final and binding on all the Bidders.
  - d. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

**Check list of documents (signed stamped and scanned copies to be attached)**

Bidder firms which fulfil the above eligibility conditions may upload the technical bid along with the scanned copy of following documents failing which their bids may be rejected: -

| Sl. No. | Document                                                                                                                                                                                   | Yes / No |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1       | Valid Labour license issued by Central Govt. or Maharashtra state Govt.<br>( Scan copy to be uploaded in GeM portal)                                                                       |          |
| 2       | Technical Bid document signed and stamped<br>( Scan copy to be uploaded in GeM portal)                                                                                                     |          |
| 3       | Audited Balance sheet 2022-23, 2023-24 and 2024-25<br>Audited /Provisional balance sheet 2025-26. (Certified by charter accountant)<br>Scan copy of documents to be uploaded in GeM portal |          |
| 4       | Registration/Incorporation certificate<br>(scanned copy to be uploaded in GeM portal)                                                                                                      |          |
| 5       | E.M.D. (Receipt of remittance of EMD should be submitted/uploaded )<br>( Scan copy to be uploaded in GeM portal)                                                                           |          |
| 6       | GST registration                                                                                                                                                                           |          |
| 7       | ESIC Registration                                                                                                                                                                          |          |
| 8       | EPFO Registration                                                                                                                                                                          |          |
| 9       | PAN Number                                                                                                                                                                                 |          |
| 10      | LABOUR LICENSE                                                                                                                                                                             |          |

### **DETAILS OF PREMISES:**

The bidders are required to provide Integrated Facility Management Services at the following premises:

- ❖ *SBI GLOBAL IT CENTRE, CBD BELAPUR, NAVI MUMBAI*
- ❖ *SBI RAILWAY STATION BUILDING, 4<sup>th</sup> FLOOR CBD BELAPUR, NAVI MUMBAI*
- ❖ *SBI BALAJI BHAWAN, 3<sup>rd</sup> FLOOR (B & C wing), CBD BELAPUR, NAVI MUMBAI*
- ❖ *SBI KAPAS BHAVAN BUILDING, G/F, 2<sup>nd</sup> & 3<sup>rd</sup> FLOOR, CBD BELAPUR, NAVI MUMBAI*
- ❖ *MTNL BUILDING, G/F & 2<sup>ND</sup> FLOOR, CBD BELAPUR, NAVI MUMBAI*
- ❖ *SBI L&T BUILDING, SEAWOODS, NAVI MUMBAI*
- ❖ *SBI RESIDENTIAL COLONY, NERUL, NAVI MUMBAI*
- ❖ *SBI REVIVE REALITY BUILDING, 1<sup>ST</sup> & 2<sup>ND</sup> FLOOR, JUINAGAR, NAVI MUMBAI*
- ❖ *SBI RUPA SOLITAIRE, MAHAPE*
- ❖ *SBI NEWA BKC, AIROLI*

### **INSTRUCTIONS TO TENDERER**

1. Purpose:

Tender for Integrated Facility Management services (IFMS) for Fire Safety, Security System Management at SBI, GITC & its annex premises located in Navi Mumbai.

2. Invitation:

The bidders desirous of taking up the project for providing above Services for SBI are invited to submit their online bids on GeM Portal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide IFMS Manpower Services adhering to Bank's requirement outlined in this Tender. This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.

3. Eligibility Criteria:

Bid is open to all Bidders who fulfil the eligibility criteria. The bidders have to submit the detail documents of eligibility criteria as per Annexure-A

4. Content of Bidding Document

- i. The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, and Terms & Conditions of Contract, Eligibility Criteria.
- ii. The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection

of the bid. SBI has made considerable effort to ensure that accurate information is contained in this tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBI is entitled to issue corrigendum to tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

5. Bidding Process:

- a. The tender (Techno commercial system) containing PART-A (Technical Bid) to be submitted on GeM Portal as mentioned in NIT and other Price Bid (PART-B) online to be conducted through GeM Portal. All details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only Technical bid will be opened and evaluated as per evaluation matrix. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for PART-B (Financial Bid/Price Bid) opening. The Price Bid of those who do not qualify in the Technical Bid will not be opened.
  
- b. The Bidder should be willing to participate in the on-line E-tendering process conducted on GeM Portal. Bidder should also be willing to abide by the e-business rules for e- tendering framed by the Bank/GeM.

1. **Disclaimer:**

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

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

The Bank reserves the right to accept or reject any Bid/ offer received in part or in

full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

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

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

## **2. Clarifications & Amendments:**

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

## **3. 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 bids with accompanying documents will become property of SBI.

## **4. Format and Signing of Bid**

- i. The bidder should prepare submission as per eligibility criteria, Technical Bid, Price Bid and other requested information.
  - ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
  - iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
5. The Bidders requiring any clarification on the bidding documents should submit

written queries as specified in GeM portal.

6. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment/corrigendum.
7. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.
8. Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in GeM portal and Bank Website. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through GeM portal.
9. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
10. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.
11. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
12. The Contractor shall issue identity cards/ identification documents to all its employees.
13. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
14. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
15. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.
16. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
17. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
18. Tenders received after the due date and time are liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
19. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.

20. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
21. The rate should be quoted in Indian Currency only.
22. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'one year' from the date of commencement of work except minimum wages revised twice a year (April and October) as per notification of ministry of labour, Govt of India. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
23. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
24. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
25. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
26. No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
27. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
28. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
29. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
30. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address,

educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBI officials after performing the interview of the staff.

- 31.No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
- 32.Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected.
- 33.Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
- 34.All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
- 35.The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
- 36.The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
- 37.STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
- 38.The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central Government of India) to their labourers/ employees directly in their Bank accounts and shall produce relevant documents to the SBI for verification every month along with their monthly bills failing which bills may not be paid.
- 39.The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI, failing which bill will not be entertained.
40. No union formation is allowed.

41. The Contractor's supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBI for all requirements.
42. The quantity for manpower and machines mentioned in this tender is minimum indicative.
43. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.
44. In the event that the Bank raises any demand for providing additional manpower for the existing premises or any new premises under the captioned project, the Contractor shall make the necessary arrangements for deployment of such additional manpower. Based on the additional manpower requirement, payment shall be made to the Contractor on a pro-rata basis, considering the rates quoted under the existing contract and on the same terms and conditions.
45. **The tender will be valid for three years on the condition of yearly renewal clause, subject to the satisfactory performance of an identified L1 bidder.**
46. **The contractor shall bear all the expenses pertaining to the execution of the agreement, including stamp duty and the registration charges. The agreement will be executed in duplicate, the original will be retained by SBI and the contractor shall be provided with a Certified / Notarized copy for their record.**
47. The Bank will deduct all the taxes deductible at source and issue a certificate to that effect. Any other taxes which are directly payable by the contractor but not paid by the contractor to the respective department and if such department raises a demand on the Bank to pay such taxes, the Bank will make the payment and deduct the same from the bills payable to the contractor, if any.

## **GENERAL CONDITIONS OF THE CONTRACT**

### **DEFINITIONS:**

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

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

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

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

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

'Site' means State Bank of India, GITC Main building and its Annex Premises where the works are to be carried out.

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

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

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

'Month' means calendar month.

'Week' means seven consecutive days.

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

Where the context 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.

### 3.INSPECTION OF SITE:

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

### 4.CONTRACTOR TO INFORM HIMSELF FULLY:

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

### 5.WORK TO BE CARRIED OUT:

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

### 6. SUFFICIENCY OF TENDER:

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

## 7. SIGNING OF CONTRACT DOCUMENTS:

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

## 8. CONTRACT DOCUMENT:

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

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

## 9. Bid Security Declaration:

If Bid Security Declaration is breached for any reasons mentioned below, the Bidder concerned may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank and other appropriate action may be initiated as per the terms of this RFP.

- a. Security deposit is not submitted as per tender provisions
- b. Agreement is not entered within stipulated time;
- c. If the tenderer revokes his tender during the period, he is required to keep his tender open for acceptance by the Employer or
- d. The tender is accepted by the Employer, but the contractor fails to enter into a formal agreement or
- e. Fails to commence the work within the stipulated time.
- f. Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi)
- g. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract.

## 10. SECURITY DEPOSIT (Performance Guarantee) :

- i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by SBI in favour of “State Bank of India A/c M/s ..... (Name of the Contractor firm)” payable at Mumbai within fourteen days from the date of acceptance of the tender for due Performance of the Contract.
- ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Commercial Bank in India other than SBI in the format approved/provided by the SBI. The Bank Guarantee should be valid for initial contract period of 1 (One) year plus three months from the date of commencement of contract (Contract period plus three months). The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBI.

10 (A) ADDITIONAL SECURITY DEPOSIT (ASD):

- i. In case most successful bidder quotes abnormally low rates (i.e. 10% or more, below the estimated project cost). The bank may ask the bidder to deposit additional security deposit. The amount of such ASD shall be difference between 90% of estimated cost put to tender and the quoted price for due fulfilment of contract as performance guarantee. Such ASD could be in the form of Bank Fixed Deposit / Bank’s guarantee in the Bank’s name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit.

11. INSURANCE OF WORKS:

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

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

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

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

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

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

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

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

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract.

14 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.: Nil

15. WAGES TO BE PAID:

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

The payment will be made as per actual manpower deployed for Integrated Facility Management services (IFMS) for Fire Safety, Security System Management at SBI, GITC & its annex premises located in Navi Mumbai and on satisfactory completion of the works and on submission of the bill.

All payments by the Bank under this contract will be made only at Mumbai in Indian Rupees and shall be within 15 days from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

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

That the terms of this contract have been read by the Facility Management (FM) services Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

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

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

- Basic Pay
- D.A.
- EPF
- ESIC
- Bonus
- Any other statutory compliances in detail

Please note that all the above components should be necessarily present, if applicable, in the pay structures to be adopted/paid to all the categories of staff (both male and

female). The contractor may like to add any other component as they may desire to the above list to have better staff.

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

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

The contractor shall ensure to provide two (+one shirt additional for firemen) set of new uniforms (with company's name badge) to the employee personal in a year. The uniforms should be of good quality so that they appear in fair condition whenever the personals are working on floor. Other logistic items i.e.; tools, tackles, including Safety Shoes, Helmet, Safety Belt, Hand Gloves etc., will also have to be provided by the contractor to the employed personnel. No extra charges shall be made to contractor on this account.

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

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

17.2 The payment of your monthly bills in respect of the captioned Contract shall be paid by the Bank only after verification of all documents as indicated below are submitted along with the Monthly Bill. The invoice shall be released on fulfillment of the following conditions:

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

- vi) ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- vii) The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- viii) The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, as the principal Employer, every month.
- x) Documentary evidence of payment of taxes, duties & levies.

17.3 The contractor shall raise the bill, in triplicate, in respect of the persons deployed, material supplied & works carried out as per Scope of Work defined in the Technical Bid and submit the same to the Estate Dept., F & OA Dept., of GITC, CBD Belapur in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by Salary slip of employees, details of ESI & EPF deposit slip for the previous month.

|                                                                |                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. BILL (AS PER THE PRICE-BID FORMAT)                          | The Bill shall be submitted 5 <sup>th</sup> of every month and confirmation of payment of salary to the employees with Bank account statements shall be submitted by 10 <sup>th</sup> of every month.                                                                                                                                                           |
| 2. SALARY SLIP                                                 | The vendor shall compulsorily issue salary slip to every employee in the standard format and a copy of the same should be produced along with the bill.                                                                                                                                                                                                         |
| 3. ATTENDANCE SHEET                                            | Copy of biometric attendance sheet duly verified by the bank should be produced along with the bill duly mention in time, out time & launch time.                                                                                                                                                                                                               |
| 4. MONTHLY WAGES<br>• MINIMUM WAGES (BASIC +VDA)<br>• EPF @13% | <p>The Contractor shall furnish photocopies of monthly Wages Payment Sheet duly signed by individual employee's along with bills, a copy of the same should be produced along with the bill.</p> <p>Salary should be paid to the bank account of employees. Cash payment will not be allowed. Copies of bank statement of all employees should be produced.</p> |

|                           |                                                                                                                                                                                                                                                                                                                       |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MINIMUM WAGES (BASIC +VD) | The relevant account statement from the website/ account portal of EPF & ESIC for having deposited this amount for the previous month to be submitted along with succeeding month's bill failing which appropriate penal action will be taken against the erring vendor, if applicable.                               |
|                           | The vendor should produce the bonus payment details having paid to the employees by producing the bank account statement of the employees, if applicable. Appropriate penal action will be taken against the vendor, if failed to make the bonus payment as per minimum wages (Government of India) to the employees. |
| Annual Holidays           | The vendor should ensure that each employee shall be given minimum 6 paid holidays annually. Appropriate penal action will be taken against the vendor, if failed to ensure this.                                                                                                                                     |
| Management fee            | As per price bid                                                                                                                                                                                                                                                                                                      |

#### 17.4 Format of Monthly Bill :

Bill for the Month of : \_\_\_\_\_

1. Basic Information:

- (i) Name of Contractor / Agency:
- (ii) Name of work:
- (iii) S. No. of this Bill:
- (iv) No. and date of previous bill:
- (v) Reference to Agreement No.:
- (vi) Date of written order to commence:
- (vii) Date of completion as per agreement:

2. List of Documents Attached Incharge :

- (i) Payment of Insurance, PF challan for the previous month, Muster roll copy, Wages copy. Certificate of compliance to all statutory requirements.
- (ii) Sheet mentioning the names of the staff deputed at SBI Site.
- (iii) Wages/Salary amount credited in the Bank's account of individual employees.
- (iv) Amount of PF & ESI Deposited in their respective account.
- (v) Separate covering letter undertaking that the PF amounts have been credited Rightly as per the statement enclosed.
- (vi) ESIC challan for the previous month
- (vii) Bio Metric Attendance Registers of Vendor Staff for the relevant period.

3. Invoice, Monthly Bill bearing GST number, HSN code, Bank Account Details and PAN number of the Vendor.

**4. The monthly invoice will be in the Price Bid format (all pages). The same shall be verified & duly recommended by the Bank official of the Premises.**

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

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

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

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

**21. ADDITIONAL WORK:**

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

**22. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:**

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

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

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

Contractor, if required, shall at his/her own expenses shall appoint a competent Consultant for all such compliances, Although the responsibility rest with the contractor for Compliance with All Statutory Requirements.

### 23. OTHER COMPLIANCES:

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

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

### 24. LOCAL LAWS, ACTS, REGULATIONS

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

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto, and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,

- Employers Liability Act 1938,
- Industrial Disputes Act 1947
- Indian Electricity Act 2003 and Indian Electricity Rules 1956
- IS -5216-1982: Recommendation on safety Procedures and practices in electrical works.

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

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

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

## 25. CONTRACT PERIOD:

(A)

- The work shall be awarded for an initial period of one year from the date of commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Contractor except minimum wages (revised biannually i.e. April and October) which shall be considered as per Central Government rates prevailing (irrespective of the rate quoted in bidding) at material.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

(B) The IFMS contract rate for 1<sup>st</sup> year period-

- (i) Amount quoted shall be firm during the first year of contract except minimum wages (revised biannually i.e. April and October) based on notification of ministry of labour & employment, Government of India.

(ii) The IFMS contract rate for 2<sup>nd</sup> and 3<sup>rd</sup> year period will be revised as under:

- (a) Cost of manpower will be decided as per the minimum wages (revised biannually i.e. April and Oct) based on notification of ministry of labour & employment, Government of India.
- (b) Other cost (except cost of Manpower) will be same as quoted at a time of RFP (percentage basis will be taken for calculation, in case of increase or decrease of manpower).

Example:-

| Sr. No.              | First year<br>(Example)                                                                                                                                                                      | Second year                                                                                                                                                                                                                                            | Third year                                                                                                                                                                                                                                             |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cost of manpower (A) | 90<br><br>(Except Minimum wages will be revised biannually in the month of April and October, as per Notification of Ministry of Labour & Employment, Govt. of India.<br><br>Say amount (A1) | Cost of manpower shall be as per the prevailing minimum wages rates (revised biannually in the month of April and October) notified by the Ministry of Labour & Employment, Govt. of India, applicable at the time of contract.<br><br>Say Amount (A2) | Cost of manpower shall be as per the prevailing minimum wages rates (revised biannually in the month of April and October) notified by the Ministry of Labour & Employment, Govt. of India, applicable at the time of contract.<br><br>Say Amount (A3) |
| (B) Other            | 10 (say)                                                                                                                                                                                     | 10 (say)                                                                                                                                                                                                                                               | 10 (say)                                                                                                                                                                                                                                               |
| Total (A+B)          | A1 + 10 (say)                                                                                                                                                                                | A2 + 10 (say)                                                                                                                                                                                                                                          | A3 + 10 (say)                                                                                                                                                                                                                                          |

The above example is only explanatory. The engagement of the vendor will be for 1 year from the date of commencement of work as mentioned in purchase order. The extension of the contract for another 2 years would be sole discretion of the Bank.

( Note : Extension of contract will be on yearly basis at sole discretion of Bank)

## 26. DISMISSAL OF WORKMEN:

The contractor shall on the request of the SBI immediately dismiss from works or any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis

of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

#### 27. TECHNICAL AUDIT / SCRUTINY:

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

#### 28. RECORDS OF DAILY OPERATION:

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

#### 29. INSPECTION BY EMPLOYER:

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

##### Rejection of work and Equipment

- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any furniture, tiles, mirror, glass, any other fittings/fixtures provided in the premise by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBI shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

#### 30. REPORTING AND RECORD KEEPING:

##### Management reporting and process reviews

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

##### Operating Meetings

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

contractor shall make the appropriate personnel available for attending all these meetings.

#### Performance Review Meeting

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

#### Quality Assurance

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

#### 31. FORCE MAJEURE:

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

- a. War, hostilities, invasion, act of foreign enemy and civil war.
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts.
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster.

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

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

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

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

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

### 32. ACCIDENTS:

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

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

### 33. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- ii. The contractor shall furnish the SBI at the intervals specified by SBI, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to SBI a statement showing in respect of the preceding month:
  - (a) The number of laborer's employed by them on the work.
  - (b) Their working hours.
  - (c) The wages paid to them.
  - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened, and the extent of damage and injury caused by them and
  - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 (if applicable) and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall

- furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labour engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
  - ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
  - x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
  - xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.
  - xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
  - xiii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for semiskilled, skilled and Highly skilled categories.
  - xiv. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
  - xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
  - xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the workplace bank shall have the right to ask for replacement of such workers employed by the contractor.

#### 34. TERMINATION:

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.

- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the /State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

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

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

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

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

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

The contractor shall adopt all fire safety measures.

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

The Bank shall not be liable for any compensation in case of any fatal injury / death caused to any other Contractor's employees while performing/ discharging their duties/ visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully

responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.

### **35.1 SAFETY, SECURITY, ETC.**

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

### **36. INDEMNITY BOND:**

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure – 'Q' before starting the work, indemnifying the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, SBI shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBI shall be binding on the Contractor.
- In the event of any damage to the equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.

- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the SBI shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

### 36.1 Indemnification by Vendor / Contractor:

1. Vendor agrees to defend, indemnify and hold harmless the Bank, its Affiliates, and all of their directors, officers, employees, agents and representatives ("Bank Indemnified Parties"), from and against any and all Losses arising: by reason of Contractor's actual or asserted failure to comply with any Applicable Law or any provision of this Contract, from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use of materials, equipment, methods, processes, designs or information furnished by Vendor or its Subcontractors in performance of the Services, from injury to or death of any Person (including employees of the Bank, Vendor and Contractor's Subcontractors or any third party) or from damage to or loss of property (including the property of the Bank or a third party) arising directly or indirectly out of this Contract or out of any acts of omission or commissions of Vendor or its Subcontractors, or from present or future Environmental Claims directly or indirectly related to or arising out of the actual or alleged existence, generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Material at the Colony and/or adjacent areas solely to the extent arising out of the gross negligence or Wilful Misconduct of the Contractor, its Subcontractors or sub-vendors in the performance of the Services under this Contract.

2. The Bank shall be entitled to retain from payments otherwise due to Vendor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Contractor's indemnity obligations under this Clause, until

such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Bank.

3. Vendor acknowledges that specific payment has been incorporated into the Contract Price as legal consideration for Contractor's indemnity obligations as may be provided in this Contract.

### 37. SETTLEMENT OF DISPUTES AND ARBITRATION:

- Resolution of dispute: In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- Applicable Laws: The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- Jurisdiction: All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Navi Mumbai/ Mumbai only and not elsewhere.
- Saving clause: No suits, prosecution or any legal proceedings shall lie against the State Bank of India, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

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

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

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

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

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

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

#### 40. PRICES:

The amount quoted and accepted will be binding on the tenderer. The Contract amount shall be quoted in Rs. inclusive of GST. GST shall be paid extra as applicable. (Bidders are advised to submit their bid as detailed in the price bid document)

#### 41. INSOLVENCY:

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

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

#### 42. CONFIDENTIALITY:

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

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

#### 43. CORRUPT OR FRAUDULENT PRACTICES:

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

#### 44. PENALTIES /LIQUIDATED DAMAGES:

- i) The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15<sup>th</sup> of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months, then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited, and Bank guarantee shall be encashed. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- ii) The Contractor has to maintain adequate number of manpower along with specified qualification as per contract and also arrange a pool of standby manpower.

If the required number of manpower are less than specified as mentioned in the contract, a penalty of ₹3000/- per absentee per day shall be deducted from the bill(s).

iii) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBI.

iv) Penalty will also be levied for the following, which is not exhaustive.

| S.No. | Description                                                                                                                | Penalty                                                                |
|-------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1     | Damage to Bank's assets or equipment's etc., caused by the contractor's staff                                              | Cost of assets will be levied as penalty                               |
| 2     | Misbehavior like quarrelling, abusing etc., between the staff employed by the agency, causing disturbance in the premises. | Rs. 1000/- per occasion with removal of staff                          |
| 2.1   | Misbehavior like quarrelling, abusing etc., with SBI staff by the staff employed by the contractor.                        | Rs. 2000/- per occasion with removal of staff                          |
| 3     | Staffs not reporting on duty time and found without uniform and I-card                                                     | Rs.500/- per person per occasion                                       |
| 4     | Any staff deputed by the Vendor found smoking and/or chewing tobacco within the Campus                                     | Rs.500/- per occasion with removal of staff.                           |
| 5     | Sleeping while on duty                                                                                                     | Rs.500/- per occasion                                                  |
| 6     | Staff reporting under the influence of alcohol or intoxicants during duty hours                                            | Rs.1000/- per occasion with removal of staff                           |
| 7     | Failure to carry out any of the daily / Weekly services on time                                                            | Rs.500/- per occasion                                                  |
| 8     | Uses of mobile/phone by the manpower                                                                                       | Rs.500/- per occasion                                                  |
| 9     | In the cases, Vendor does not improve performance to the satisfaction of the Bank.                                         | The Contract shall be terminated by Bank without assigning any reason. |

#### 45. PRICE VARIATION CLAUSE:

Price variation for Labour component: Please note that all rates (except minimum wages revised twice a year as per notification of central labor dept. Govt. of India.) quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, the contractor has to take due care on this account while quoting the rates.

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

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

#### 46.VALIDITY OF CONTRACT:

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

#### 47. ASSIGNMENT AND SUBLETTING:

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

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

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

#### 49. SEXUAL HARASSMENT:

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

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

#### 50. NON-DISCLOSURE:

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

obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

**51. AWARD OF CONTRACT:**

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

Among all qualified bids, the highest scoring bidder in QCBS will be termed as L1. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 3 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

- i. The successful Bidder will have to submit Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- ii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order/ Work Order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

**52. EARNEST MONEY DEPOSIT (EMD) –**

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

No interest shall be paid on EMD.

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

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

**53. FORFEITURE OF EMD:**

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

- a. Security Deposit is not submitted within the stipulated time.

- b. Additional security deposit, if any, is not submitted as per tender provisions by the successful bidder.
- c. Agreement is not executed by successful bidder within stipulated time.
- d. If the tenderer revokes his tender during currency of contract period, he is required to keep his tender open for acceptance by the Employer/Bank.
- e. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement.
- f. Fails to commence the work within the stipulated time.
- g. Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi)
- h. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract.

**54 . CONTRACTOR TO INFORM HIMSELF FULLY:**

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at our office as detailed in the NIT. Written enquires to be submitted on GeM portal one day prior to pre-bid meeting.

**55. *Discipline***

- The Bidder shall ensure that his staff ensure observance of discipline at work place.
- The Bidder shall restrict movement of personnel to work centers only.
- Any misconduct / misbehaviour on the part of the manpower deployed by the bidder will not be tolerated and such person(s) must be replaced immediately.
- Bidder must make sure that the shared mobile number should not be switched off and in case, if there is any change in the mobile number or personnel, the Bank Officers must be informed immediately by the bidder for smooth working of the process.

## **SCOPE OF IFMS CONTRACT**

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

- Firemen
- Receptionist
- Control Room Executive (CRE)

### **Details of Premises-**

- i. GITC Main Building, CBD Belapur, Navi Mumbai*
- ii. SBI MTNL Building, CBD Belapur, Navi Mumbai*
- iii. SBI Balaji Bhavan Building, CBD Belapur, Navi Mumbai*
- iv. SBI Railway Station Building, CBD Belapur, Navi Mumbai*
- v. SBI Kapas Bhavan Building, CBD Belapur, Navi Mumbai*
- vi. SBI L&T Building, Seawoods, Navi Mumbai*
- vii. SBI Residential Colony, Nerul, Navi Mumbai*
- viii. SBI Rupa Solitaire Building, Mahape, Navi Mumbai*
- ix. SBI Newa BKC Building, Airoli, Navi Mumbai*
- x. SBI Revive Realty Building, Turbhe, Navi Mumbai*

### **The details & scopes of services of IFMS contract are mentioned below:**

The successful bidder shall execute the following roles and responsibilities as specified below in the tender documents. The bidder shall deploy a dedicate person/supervisor for continuous monitoring and compliance of the assigned task by the bank. The supervisor shall visit the bank premise at a minimum frequency of every fifteen (15) days or at least twice in the month, with a minimum gap of ten (10) days between two consecutive visits. The name, designation and contact number of the deployed shall be communicated to the bank prior to commencement of services and shall remain available to be bank at all times during the contract period.

### **Roles & Responsibility of IFMS contractor-**

- Ensure all sites are adequately manned round the clock by manpower as per Bank Requirement.
- Provide suitable personnel meeting the qualification and experience criteria specified by the Bank.
- Prepare and maintain a daily duty register for each site, ensuring accurate marking of attendance as per actual deployed manpower.
- Prepare the monthly duty roster of all manpower and submit it to the Bank for approval before the 25th of every month.
- Manage shifts effectively by arranging timely leave, replacements, and shift changes to ensure uninterrupted services.
- Ensure all personnel report for duty in the prescribed uniform and maintain discipline, decorum, and professional conduct during working hours.
- Conduct regular and surprise inspections of all sites to monitor performance, discipline, and manpower presence.

- Collect and act upon feedback from the Bank regarding manpower performance and service quality to ensure continuous improvement.
- Take appropriate disciplinary action in the event of misconduct, negligence, absenteeism, or violation of instructions by any deployed personnel.
- Provide monthly salary slips, offer letters, experience certificates, and other employment-related documents to all deployed staff in timely manner
- Ensure proper shift rotation of manpower at necessary intervals, with adequate site-specific training provided to the personnel before their rotation or transfer to a new site.
- Ensure that all manpower is fully conversant with their assigned duties and responsibilities before taking charge at the site.
- Arrange and conduct necessary training and orientation programs for manpower prior to deployment at sites.
- Maintain effective communication and coordination with Bank representatives for operational updates, issue resolution, and compliance reporting.
- Prepare and submit the monthly bill for manpower deployed at all sites along with all necessary supporting documents as mentioned in the RFP.
- Ensure compliance with all labour laws, statutory regulations, and contractual obligations during the contract period.
- Maintain and regularly update accurate records related to attendance, duty rosters, leave, salary disbursement, statutory compliance, and other relevant documents for audits and verification.
- Ensure that all manpower adhere to safety protocols, use required protective equipment, and follow site-specific security procedures.
- Coordinate and arrange all necessary document for ID card preparation i.e., background check, police verification etc and ensure submission of document within time bound manner as per Banks requirement.
- Ensure proper issuance, maintenance, and replacement of uniforms, ID cards, and other necessary gear for deployed personnel.
- Maintain a standby manpower pool to ensure immediate replacement of absentees or sudden vacancies.
- Ensure all manpower undergo health checks or medical fitness tests as required by the Bank or statutory norms.
- Provide a clear escalation matrix with contact details of supervisory and management staff for immediate issue resolution.

#### **Roles & Responsibility of Bank -**

- Payment of manpower bills shall be made based on the actual duties performed by the deployed personnel, subject to verification of all supporting documents as specified in the RFP.
- Assign job responsibilities and work-related tasks to the deployed manpower.
- Provide duties and instructions to the contractor from time to time, as and when required, in accordance with the Bank's operational needs.

## Manpower Requirement-

| Sl. No. | Manpower requirement | GITC Main Building | MTN L | Balaji Bhavan | Railway station | Kapas Bhavan, | L&T building | SBI Colony, | Rupa Solitaire | Newa BKC | RR Turbhe, | Total     |
|---------|----------------------|--------------------|-------|---------------|-----------------|---------------|--------------|-------------|----------------|----------|------------|-----------|
| 1       | CRE/BMS              | 4                  | 1     | 1             | 3               | 1             | 1            | 0           | 1              | 3        | 1          | 16        |
| 2       | Receptionist         | 2                  | 1     | 1             | 1               | 1             | 1            | 0           | 1              | 3        | 1          | 12        |
| 3       | Firemen              | 7                  | 4     |               | 3               |               | 3            | 4           | 3              | 4        | 0          | 28        |
|         | <b>Total</b>         |                    |       |               |                 |               |              |             |                |          |            | <b>56</b> |

## MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA

| Sr. No. | Particular                                                | Manpower Category Along with Qualification, experience and duties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | <b>Senior Receptionist</b><br><br>(General shift-8hrs)    | <p><b>(Highly Skilled Category)</b></p> <p>She should have graduated from a recognized university and have a minimum of five years' experience in handling relevant work, with good communication skills in English, Hindi, and Marathi. She should also possess sound professional skills related to handling reception tasks. Computer knowledge is essential.</p> <p><b>Duties and Responsibilities-</b></p> <ul style="list-style-type: none"> <li>• Check daily emails regarding visitor appointments.</li> <li>• Print and issue visitor passes.</li> <li>• Confirm appointments with hosts before issuing passes.</li> <li>• Monitor visitor check-outs.</li> <li>• Guide visitors to the respective hosts.</li> <li>• Inform the Security Supervisor about undesirable visitors or any untoward incidents.</li> <li>• Prepare and submit customized daily reports to the AGM/ Security officer (Security).</li> <li>• Perform any other duties assigned by the AGM (Security) from time to time.</li> </ul> |
| 2.      | <b>Junior Receptionist</b><br><br>(General Shift – 8 hrs) | <p><b>(Skilled Category)</b></p> <p>She should have graduated from a recognized university and have a minimum of two-year experience in handling relevant work, with good communication skills in English, Hindi, and Marathi. She should also possess sound professional skills related to handling reception tasks. Computer knowledge is essential.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|  |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |                                                                                   | <p><b>Duties and Responsibilities-</b></p> <ul style="list-style-type: none"> <li>• Check daily emails regarding visitor appointments.</li> <li>• Print and issue visitor passes.</li> <li>• Confirm appointments with hosts before issuing passes.</li> <li>• Monitor visitor check-outs.</li> <li>• Guide visitors to the respective hosts.</li> <li>• Inform the Security Supervisor about undesirable visitors or any untoward incidents.</li> <li>• Prepare and submit customized daily reports to the AGM (Security).</li> <li>• Perform any other duties assigned by the AGM (Security) from time to time.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | <p><b>Senior Control Room Executive (CRE/BMS)</b></p> <p>(Shift Duty – 8 hrs)</p> | <p><b>(Highly Skilled Category)</b></p> <p>The candidate should be a graduate and computer hardware and software proficient and knowledge in CCTV surveillance and access control system. They should have at least five-year experience in managing and maintaining security systems.</p> <p><b>Duties and Responsibilities-</b></p> <ul style="list-style-type: none"> <li>• Work in shifts as per the allotted roster to ensure round-the-clock security coverage.</li> <li>• Coordinate with the security-in-charge of the premises for smooth operations.</li> <li>• Monitor egress and ingress into the premises using CCTV network or any other Bank-provided Building Management Systems.</li> <li>• Operate, maintain, and understand electronic surveillance systems and access control systems.</li> <li>• Collate, store, and mine image data from CCTV and Access Control systems.</li> <li>• Generate reports in customized formats from Access Control Unit servers.</li> <li>• Be well-versed with the operation, maintenance, and procedures of firefighting systems.</li> <li>• Communicate independently regarding security incidents and irregularities.</li> <li>• Prepare and submit security reports as required.</li> <li>• Perform any other duties assigned by the AGM (Security)/ Security officer from time to time.</li> </ul> |
|  | <p><b>Junior Control Room</b></p>                                                 | <p><b>(Skilled Category)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Executive (CRE/BMS)</b><br/><br/>(Shift Duty – 8 hrs)</p> | <p>The candidate should be a graduate and computer hardware and software proficient and knowledge in CCTV surveillance and access control system. They should have at least two-year experience in managing and maintaining security systems.</p> <p><b>Duties and Responsibilities-</b></p> <ul style="list-style-type: none"> <li>• Work in shifts as per the allotted roster to ensure round-the-clock security coverage.</li> <li>• Coordinate with the security-in-charge of the premises for smooth operations.</li> <li>• Monitor egress and ingress into the premises using CCTV network or any other Bank-provided Building Management Systems.</li> <li>• Operate, maintain, and understand electronic surveillance systems and access control systems.</li> <li>• Collate, store, and mine image data from CCTV and Access Control systems.</li> <li>• Generate reports in customized formats from Access Control Unit servers.</li> <li>• Be well-versed with the operation, maintenance, and procedures of firefighting systems.</li> <li>• Communicate independently regarding security incidents and irregularities.</li> <li>• Prepare and submit security reports as required.</li> <li>• Perform any other duties assigned by the AGM (Security) from time to time.</li> </ul> |
| <p><b>Senior Firemen</b><br/><br/>(Shift Duty – 8 hrs)</p>      | <p><b>(Skilled Category)</b></p> <p>The candidate must have successfully completed a six-month certificate course from the State Fire Training Centre (SFTC), Maharashtra Fire Service, Government of Maharashtra or one year diploma in fire safety from any recognized institute, with a minimum educational qualification of 10th pass.</p> <p>The fireman should possess at least five years of experience in the IT industry, high-rise buildings, chemical or manufacturing industries, or similar establishments, demonstrating the ability to perform assigned duties effectively and with practical exposure to fire safety operations. The candidate must have sound professional and technical knowledge of fire chemistry, firefighting system and techniques, fire detection, and alarm systems, ensuring effective management of fire prevention, control, and emergency response operations.</p>                                                                                                                                                                                                                                                                                                                                                                                  |

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|  |                                                            | <p><b>Duties and Responsibilities of Firemen</b></p> <ul style="list-style-type: none"> <li>• Perform 8-hour shift duty.</li> <li>• Manned the Control Room on a 24×7×365 basis on a three-shift rotation.</li> <li>• Taking frequent round of the premises and report to concerned bank staff.</li> <li>• Maintain a logbook of daily activities related to fire safety.</li> <li>• Submit daily and weekly Maintenance reports.</li> <li>• Report irregularities or potential fire risk points during rounds immediately to concern person.</li> <li>• Be fully conversant with fire prevention and protection rules, regulations, and applicable local fire acts.</li> <li>• Communicate effectively during emergencies and take necessary steps to control fire or any emergencies situation.</li> <li>• As per Bank Requirement, conduct regular inspection, testing, and maintenance of all fire safety equipment, including: <ul style="list-style-type: none"> <li>○ Fire Alarm System</li> <li>○ Public Address System</li> <li>○ Fire Hydrant &amp; Hose Reel System</li> <li>○ Sprinkler System</li> <li>○ Electric and Diesel Pumps</li> <li>○ Fire Extinguishers</li> <li>○ All other fire safety equipment installed on the premises</li> </ul> </li> <li>• Maintain all firefighting equipment in proper working condition.</li> <li>• Be well-versed in fire prevention and firefighting procedures.</li> <li>• Conduct daily inspection of the entire premises to identify fire hazards.</li> <li>• Undertake firefighting operations whenever required, coordinating with available staff.</li> <li>• Perform any other duties assigned by the Fire Officer from time to time.</li> </ul> |
|  | <p><b>Junior Firemen</b><br/><br/>(Shift Duty – 8 hrs)</p> | <p><b><i>(Semi-Skilled Category)</i></b></p> <p>The candidate must have successfully completed a six-month certificate course from the State Fire Training Centre (SFTC), Maharashtra Fire Service, Government of Maharashtra, or one year diploma in fire from any recognized institute, with a minimum educational qualification of 10th pass.</p> <p>The fireman should possess at least Two years of experience in the IT industry, high-rise buildings, chemical or manufacturing industries, or</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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|  |  | <p>similar establishments, demonstrating the ability to perform assigned duties effectively and with practical exposure to fire safety operations. The candidate must have sound professional and technical knowledge of fire chemistry, firefighting system and techniques, fire detection, and alarm systems, ensuring effective management of fire prevention, control, and emergency response operations.</p> <p><b>Duties and Responsibilities of Firemen</b></p> <ul style="list-style-type: none"> <li>• Perform 8-hour shift duty.</li> <li>• Manned the Control Room on a 24×7×365 basis on a three-shift rotation.</li> <li>• Taking frequent round of the premises and report to concerned bank staff.</li> <li>• Maintain a logbook of daily activities related to fire safety.</li> <li>• Submit daily and weekly activity and Maintenance reports.</li> <li>• Report irregularities or potential fire risk points during rounds immediately to concern person.</li> <li>• Be fully conversant with fire prevention and protection rules, regulations, and applicable local fire acts.</li> <li>• Communicate effectively during emergencies and take necessary steps to control fire or any emergencies situation.</li> <li>• As per Bank Requirement, conduct regular inspection, testing, and maintenance of all fire safety equipment, including: <ul style="list-style-type: none"> <li>○ Fire Alarm System</li> <li>○ Public Address System</li> <li>○ Fire Hydrant &amp; Hose Reel System</li> <li>○ Sprinkler System</li> <li>○ Electric and Diesel Pumps</li> <li>○ Fire Extinguishers</li> <li>○ All other fire safety equipment installed on the premises</li> </ul> </li> <li>• Maintain all firefighting equipment in proper working condition.</li> <li>• Be well-versed in fire prevention and firefighting procedures.</li> <li>• Conduct daily inspection of the entire premises to identify fire hazards.</li> <li>• Undertake firefighting operations whenever required, coordinating with available staff.</li> <li>• Perform any other duties assigned by the Fire Officer from time to time.</li> </ul> |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **MATERIAL TO BE ISSUED BY THE CONTRACTOR**

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

| Sr. No | Category               | Item Description                                                                                                                                                                                                                                                                                 | Frequency of Distribution |
|--------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1.     | Firemen                | a. Uniform (Blue shirt -03 nos & Black pant-02 no's)<br>b. Safety Shoes with steel toe -01 pair (Black colour)<br>c. Black socks-02 pairs<br>d. Firemen badge or printed on shift<br>(Shoes should be approved with ISI standard with water & heat resistance protection and as per Govt. Norms) | Yearly                    |
| 2.     | Control Room Executive | a. Uniform (White shirt & Black pant) -02 sets<br>b. Black colour shoes -01 pair<br>c. Black socks-02 pairs                                                                                                                                                                                      | Yearly                    |
| 3.     | Receptionist           | a. Uniform (White shirt & Black pant) or Saree -02 sets<br>b. Blazer (Black colour)- 01 nos<br>c. Black shoes -01 pair<br>d. Black socks-02 pairs                                                                                                                                                | Yearly                    |

### Note:

- i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work.
- ii. The Contractor has to provide Uniform (displaying contractor's name) approved by the Employer & Shoes, personal protective equipment etc. to all their staff members.
- iii. Shifts/ timings etc will be as per bank's requirements, including lunch/recess time and subject to changes, in case of need.
- iv. Wherever the duty hours of the respective Employee mentioned above is exceeding 8 Hours, it will be sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly.
- v. The bidder shall provide good quality materials, such as uniforms and shoes, to all employees. In event of any damage to the uniforms and shoes, the bidder shall replace them with material of equivalent or superior quality at no additional cost.

Draft Agreement/Memorandum of contract

FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES (IFMS)  
FOR FIRE SAFETY, SECURITY SYSTEM MANAGEMENT AT SBI, GITC & ITS  
ANNEX PREMISES LOCATED IN NAVI MUMBAI

Between

State Bank of India

And

M/s-----

Date of Commencement: -----

Expiry date: -----

THIS Agreement is made on ----- day of ----- 20\_\_ (hereinafter referred to as  
“Agreement”) by and between State Bank of India, a corporation incorporated  
under State Bank of India Act 1955 having its State Bank Global IT Centre at  
Sector 11, CBD Belapur, Navi Mumbai, Maharashtra, India 400614 through  
Estate Department ,State bank Global IT Centre(hereinafter referred to as the  
"Bank/SBI") and which expression shall unless repugnant to the context, mean  
and include its successors and assigns,

And

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

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

WHEREAS, the Bank is providing Integrated Facility Management services (IFMS) for  
Fire Safety, Security System Management at SBI, GITC & its annex premises  
located in Navi Mumbai.

as described in the GeM Tender no. \_\_\_\_\_ dated \_\_\_\_\_ and Request for Proposal (read with its corrigendum and clarifications) No. ----- dated -----  
--- (hereinafter referred as "GeM and RFP" and annexed as Annexure-A and B):

(i) Work Order No ----- dated ----- (hereinafter referred as "PO/ Work Order" and annexed as Annexure-B) and the same shall be part of this Agreement.

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

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

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

### **1 COMMENCEMENT & TERM:**

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

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

1.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

### **2 SCOPE OF SERVICES:**

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

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

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

3.2 All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service

Provider. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

### 3.3 Payments

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

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

## 4 MISCELLANEOUS:

4.1 Service Provider shall furnish performance security in the form of Bank Guarantee/Security Deposit for an amount of Rs. ----- valid for a period of 1 year(s) 3 month (s) from a Scheduled Commercial Bank other than State Bank of India in a format provided by the Bank.

4.2 If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

4.3 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

4.4 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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

4.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

**5 ENTIRE AGREEMENT**

5.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

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

5.2.1 This Agreement.

5.2.2 GEM Tender No. ----- dated ----- (Annexure-A)

5.2.3 RFP No. ----- dated ----- (Annexure-B)

5.2.4 Purchase Order No ----- dated ----- (Annexure -C)

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

State Bank of India

M/s -----

By \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature

Authorized Signature

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

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

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

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

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

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

NOW THIS GUARANTEE WITNESSETH THAT

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

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

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

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

Notwithstanding anything contained herein above:

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

Yours faithfully,

For and on behalf of bank.

\_\_\_\_\_  
Authorised official

**DRAFT INDEMNITY BOND FORMAT**

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

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

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

Whereas on behalf of State Bank of India has invited open bid tenders from the contractors for Tender for Providing for housekeeping and facility management services for two building for Railway station Premises, Belapur Navi Mumbai and Balaji Bhavan Premises, Belapur Navi Mumbai

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by SBI, vide their letter .....

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

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

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

Signature of Contractor with seal