



*REQUEST FOR PROPOSAL FOR ANNUAL OPERATION AND MAINTENANCE  
CONTRACT OF A 250 KVA DG SET INSTALLED AT SBI GITC ANNEX BALAJI  
BHAWAN CBD BELAPUR NAVI MUMBAI*

***RFP NO. SBI/GITC/Estate/2021/2022/790***

***dated : 25/08/2021***

*Assistant General Manager (Estate)  
State Bank Global IT Centre,  
Sector 11, Belapur (Navi Mumbai)*

### Schedule of Events

<b>SI No</b>	<b>Particulars</b>	<b>Remarks</b>
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Vineet Kumar Singh Designation: Electrical engineer Email ID: vineet.singh3@sbi.co.in Contact Address: SBI, Estate Department, GITC, Belapur Contact Number:- 7247694119/9769008435
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website : <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> procurement news from 26.08.2021 to 09.09.2021
3	Last date for requesting clarification	Up to 5.00 PM 01.09.2021 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 3.00 PM to 4.00 PM on 02.09.2021 at State bank Global IT Centre, Belapur (venue) or through online meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 03.09.2021 (date)
6	Last date and time for Bid submission	<b>on or before 09.09.2021 up to 03:00 PM.</b>
7	Address for submission of Bids (Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)	<u>E-Tender Agency:</u> M/s. ANTARES SYSTEM LIMITED # 24 Sudha Complex, 3 <sup>rd</sup> Stage, 4 <sup>th</sup> Block, Basaveshwarnagar, Bengaluru - 560079 Mr. MANOJ KUMAR DUBEY Phone: +91 7666563870 <b>Landline - 080-4598 2100</b> Email: <a href="mailto:manojkumar.d@antaressystems.com">manojkumar.d@antaressystems.com</a>

		<p>for  AGM (Estate), State Bank of India  Global Information Technology)  (hereinafter mentioned GITC), First  Floor, 'c' wing State Bank Global IT  Center, Plot no.8, 9, 10, Sector 11,  CBD Belapur, Navi Mumbai 400614.  Email: - <a href="mailto:vineet.singh3@sbi.co.in">vineet.singh3@sbi.co.in</a>  Phone- 7247694119/9769008435  Landline No- 022-27537425</p>	
8	Date and Time of opening of Technical Bids	3.30 PM (time) on 09.09.2021 (date)	
9	Opening of Price Bids	price bid of technically qualified bidders only will be opened on a subsequent date. On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
10	Tender Fee	Rs. Nil	
11	Earnest Money Deposit	Nil	
12	Bank Guarantee	3% value of total contract value	Performance Security in form of BG should be valid for 1 year(s) and three months from the effective date of the Contract.
13	Contact details of e-Procurement agency appointed for e-procurement for reverse auction	<b>Online submission. Will be informed to the prequalified firms.</b> Website Details: <a href="https://www.tenderwizard.in/SBIETENDER">https://www.tenderwizard.in/SBIETENDER</a> The Price Bid to be submitted online through E-tendering Process. The bidder (Vendor/Authorized Dealer) should have valid digital signature for this e tender.	

E-Tender Agency:

M/s. ANTARES SYSTEM LIMITED  
# 24 Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup>  
Block, Basaveshwarnagar,  
Bengaluru - 560079

Mr. MANOJ KUMAR DUBEY

Phone: +91 7666563870

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Email:

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[pavithra913@antaressystems.com](mailto:pavithra913@antaressystems.com)

## Pre-requisites for E-Tendering

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

### Step 1: Bidder's Registration

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

### Step 2: Apply digital signature (known as “Digital Signature Certificate”)

- Applying Class III Digital Signature Certificate: (token issued upon registration)
- The Bidding Entity is required to apply for a class III Digital Signature Certificate (DSC). Digital Signature Certificate which is obtainable from either the authorized agencies of CCA (Controller of Certifying Authorities in India [www.cca.gov.in](http://www.cca.gov.in)).
- Bidder's manual & system requirement is available on website [www.tenderwizard.in/SBIETENDER](http://www.tenderwizard.in/SBIETENDER) for necessary help.
- Bidders may contact e-tendering representative at (7666563870 / Landline- 080-4598 2100) for any assistance.

*Part-I*

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## **Part-I**

### **I. INVITATION TO BID:**

- II. *State Bank of India (herein after referred to as 'SBI/the Bank'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as State Bank Group or 'SBG' hereinafter). This Request for Proposal (RFP) has been issued by the Bank for annual operation and maintenance contract of a 250 KVA DG Set installed at SBI GITC annex Balaji Bhawan.*
- III. *In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in Appendix-A of this RFP.*
- IV. *Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Appendix-B of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.*
- V. *Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.*
- VI. *The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.*
- VII. *This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.*
- VIII. *Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.*

### **2. DISCLAIMER:**



- I. *The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.*
- II. *This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.*
- III. *The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.*
- IV. *The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.*
- V. *The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.*
- VI. *The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.*
- VII. *The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.*

### **3. DEFINITIONS:**

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

*“The Bank” ‘means the State Bank of India (including domestic branches and foreign offices).*

*“Bidder/Channel Partner” means an eligible entity/firm submitting the Bid in response to this RFP.*

*“Bid” means the written reply or submission of response to this RFP.*

*“The Contract” means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*

*“Total Contract Price/Project Cost/TCO” means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.*

*“Vendor/Service Provider” is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.*

*“Services” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.*

*Annual Operation and Maintenance Contract (AMC) - It would be the annual cost of operate and maintenance/upkeep/updating of a 250 KVA DG Set.*

**4 :-SCOPE OF WORK FOR ANNUAL OPERATION AND MAINTENANCE CONTRACT OF A 250 KVA DG SET INSTALLED AT SBI GITC ANNEX BALAJI BHAWAN CBD BELAPUR NAVI MUMBAI AS UNDER :-**

**DIESEL GENERATOR SET (250 KVA) [03nos. operator one at each shift]  
OPERATION (365x 24 x7)**

**Make** - M/s Powerica Limited & Stamford

**Model**-6CTAA-8.3-G4 **Engine Sr.No**-25761607

- I. *The DG operator cum electrician should have thorough knowledge of the functioning of various accessories of the DG sets and associated electrical panels. He should have a minimum experience of 3 years in the field of operating DG sets having ITI Certificate/ Certified wireman/ electrician from statutory Authority.*
- II. *The DG operator cum electrician should test run the DG sets once in a days to check the operating conditions of the DG Sets. He should write down the readings of voltage, R.P.M., temperature, etc. from the DG electrical panels. The Log Book should specify the DG Sets operational time due to failure of MSEDCL supply or for any other reason (i.e. testing etc.)*
- III. *The DG operator should check the health of the battery, charging voltage & Battery voltage on daily basis. If required, he should carry out topping up of DG battery cells with distilled water and clean the contact terminals.*
- IV. *The level of Diesel should be assessed at the time of testing and should be noted in the log book. The Diesel requirement should be periodically assessed by the Contractor and requirement should be provided to the Engineer in charge. Pumping of the Diesel from the drum to Diesel tank shall be carried out by the Operator and no extra charge shall be Payable for this activity.*
- V. *The contractor should monitor the diesel consumption during the test run and should intimate the bank if the diesel level drops less than 70% of the diesel storage tank. The Contractor should arrange for transportation and handling of Diesel from Belapur Diesel station to DG sets and vice versa. The cost of transportation & handling charges shall be borne by the Bank.*
- VI. *If any abnormality is noticed in the functioning of the DG Set and if any fault occurs, the same should be noted down in the separate register (i.e. in breakdown and maintenance register). The operator should immediately give the information to the Bank's Engineer / Estate Department officials and simultaneously call the DG Set authorized AMC contractor and get the faults rectified.*

- VII. *The DG set operator should liaison with the MSEDCL Sub-station operator for operational issues. The DG operator engaged by the Contractor should daily clean the engine, alternator, electrical panel etc. and should keep the surroundings neat and clean.*
- VIII. *DG set operator should competent enough to take care Building electrical maintenance. He has to on/off of lights, ACs other electrical equipments at Balaji Bhawan.*
- IX. *In case of absence of DG operator in any shift, service provide has to make alternate arrangement of that DG operator without any additional charges.*

**THE CONTRACTOR AT HIS OWN COST SHOULD ARRANGE THE FOLLOWING MAINTENANCE ACTIVITY AND SUBMIT THE PROOF FOR THE SAME**

- I. *The Contractor should arrange AMC for the generators from DG OEM or authorized agency of DG OEM of the Genset at once in month or as and when it is required and AMC report submitted to the Bank at the time of billing.*
- II. *The Contractor should arrange all routine and preventive maintenance including one B check per year for the generators from OEM or authorized agency of DG Set OEM at his own cost and proof of same to be submitted to Bank. No extra payment will be carried out in this regard by the Bank.*
  - a. *B .check of a 250 KVA DG Set include replacement of following materials :-*
    - b. *B check kit*
    - c. *Valvoline premium blue oil*
    - d. *Foil Sealed test strips*
    - e. *Element Air Cleaner*
    - f. *“INHIBITOR CORROSION” and others materials which is required.*

**5. Payment Terms and conditions:** - *Bank will pay monthly O&M charges after producing monthly bill by the contractor along with all supporting documents like monthly AMC Service report, EPF certificate, ESIC certificate, Form-B etc. Neither any advance nor any loan from any bank or financial institution shall be obtained on the basis of Work Order or Award of work.*

## **6. CONTRACT PERIOD:**

- I. 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. In case of every renewal after the initial contract period of one year the minimum wages component may be revised considering the changes in the Central Govt. minimum wages, if any.*
- II. The extension of contract is at the entire discretion of the Bank and cannot be claimed as right of the Contractor.*
- III. 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.*

## **7 TERMS AND CONDITIONS:**

- I. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.*
- II. The Contractor shall submit on every month to the Bank a statement showing in respect of the preceding month:*
- III. The number of laborer's employed by them on the work.*
- IV. Their working hours.*
- V. The wages paid to them.*
- VI. 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*
- VII. 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.*
- VIII. 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.*
- IX. The minimum age of the labour employed shall not be below 18years.*

- X. *The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.*
- XI. *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 laborers engaged by him.*
- XII. *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.*
- XIII. *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.*
- XIV. *He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.*
- XV. *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.*
- XVI. *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.*
- XVII. *The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.*
- XVIII. *The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.*

- XIX. *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.*
- XX. *The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.*
- XXI. *The contractor has to give weekly off to each operator as per labor law.*

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

- I. *Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the Bank's decision in this respect.*
- II. *The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.*
- III. *The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized Bank officials: -*
  - a. *Safety Helmets conforming to IS-2925:1984*
  - b. *Safety Belts conforming to IS-3521:1983*
  - c. *Safety Shoes conforming to IS-1989:1978*
  - d. *Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.*
  - e. *Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS- 8807:1978, IS-8519:1977,*
- I. *All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design*

*and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized Bank official who shall have the right to ban the use of anytime.*

- II. The contractor shall adopt all fire safety measures.*
- III. Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.*
- IV. The contractor shall be held responsible for any violation of statutory regulations local, state or central and Bank instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and Bank instructions shall be borne by the contractor*



**9. ELIGIBILITY AND TECHNICAL CRITERIA:**

*Bid is open to all Bidders who meet the eligibility and technical criteria as given in Appendix-B & Appendix-C of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document. If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM. Eligibility and Technical criteria are as under:-*

***Bidder should be Original Equipment Manufacturer of DG Set having experience of manufacturing capacity equal or above 200 KVA DG Set***

**OR**

***Authorized agency of DG Set Manufacturer having experience of Operation & Maintenance of Minimum 200 KVA DG Set***

**OR**

***Bank's empaneled electrical contractor (for 10.00 lacs and above value) of Mumbai/ Maharashtra Circle having experience of Operation & Maintenance of Minimum 200 KVA DG Set.***

**OR**

***The firm doing operation and maintenance contract of minimum 200 KVA DG Set in Central/ State Govt./ Public Sector Bank in Navi Mumbai/ Mumbai/ Thane.***

**10. COST OF BID DOCUMENT:**

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

*Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in Appendix-L at the address/by e-mail within the date/time mentioned in the Schedule of Events.*

*A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.*

*The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.*

*The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.*

*No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.*

*Queries received after the scheduled date and time will not be responded/acted upon.*

#### **11. CONTENTS OF BID DOCUMENT:**

*The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.*

*Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has*

*made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.*

*The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.*

*The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.*

**12 EARNEST MONEY DEPOSIT (EMD):**

***EMD Nil***

***However the vendor may not be allowed to participate in our tendering process for minimum one year:-***

- a. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or*
- b. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or*
- c. if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.*

*For any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by this department, in future, as per sole discretion of the Bank.*

**13 .BID PREPARATION AND SUBMISSION:**

***The Bid is to be submitted for Technical bid and Price bid on portal of e-Procurement agency for providing of FOR ANNUAL OPERATION AND MAINTENANCE CONTRACT OF A 250 KVA DG SET INSTALLED AT BALAJI BHAWAN in response to the RFP No. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorized signatory on or before 09.09.2021 up to 03:00 PM. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:***

**TECHNICAL BID CONSIST ALL TENDER DOCUMENTS AND ALL APPENDIX EXCEPT APPENDIX F.**

**PRICE BID CONSIST ONLY APPENDIX F.**

*Price Bid for providing of FOR ANNUAL OPERATION AND MAINTENANCE CONTRACT OF A 250 KVA DG SET INSTALLED AT Balaji Bhawan in response to the RFP No. SBI/GITC/Estate/2021/2022/790 should contain only Price Bid strictly on the lines of Appendix-F. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.*

*Bidders may please note:*

*The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.*

*While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.*

*Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.*

*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.*

*It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).*

*Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.*

*If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.*

*The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.*

*The Bidder must provide specific and factual replies to the points raised in the RFP.*

*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.*

*All the enclosures (Bid submission) shall be serially numbered.*

*The Bank reserves the right to reject Bids not conforming to above.*

#### **14. DEADLINE FOR SUBMISSION OF BIDS:**

- I. Hard copy of Bid along with all documents must be submitted by the date and time mentioned in the "Schedule of Events".*
- II. Wherever applicable, the respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in of Schedule of Events, failing which Bid will be treated as non-responsive.*
- III. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.*
- IV. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.*

#### **15. MODIFICATION AND WITHDRAWAL OF BIDS:**

- I. No modification in the Bid shall be allowed, after the deadline for submission of Bids.*
- II. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.*

**16. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN E TENDER:**

- I. *Bid shall remain valid for duration of 3 calendar months from Bid submission date.*
- II. *Price quoted by the Bidder shall remain valid for duration of 15 calendar months from the date of conclusion of tenders.*
- III. *In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.*
- IV. *Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.*

**17. BID INTEGRITY:**

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

**18. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- I. *All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events.*
- II. *In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical*

*criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for price Bid opening.*

- III. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.*
- IV. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in to, without any deviation.*
- V. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.*
- VI. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.*
- VII. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.*

**19. TECHNICAL EVALUATION:**

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

**20. EVALUATION OF PRICE BIDS AND FINALIZATION:**

- I. The price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened in e-tender.*
- II. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the e- tender.*
- III. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Appendix-F within 48 hours after opening of price bid failing which Bank may take appropriate action.*

***Errors, if any, in the price breakup format will be rectified as under:***

- a. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.*
- b. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.*
- c. If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.*
- d. The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.*



**21. CONTACTING THE BANK:**

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

**22. AWARD CRITERIA AND AWARD OF CONTRACT:**

- I. *Total cost of Services along with cost of all items specified in Appendix-F would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.*
- II. *Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.*
- III. *The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.*
- IV. *Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.*
- V. *The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.*
- VI. *Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.*

- VII. *The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.*
- VIII. *Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.*
- IX. *Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website.*

**23. POWERS TO VARY OR OMIT WORK:**

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

- III. *If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.*

**24. WAIVER OF RIGHTS:**

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

**25. CONTRACT AMENDMENT:**

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

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

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

**27. BANK GUARANTEE:**

*Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at Appendix-H is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.*

*The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of*

*the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.*

**28. SERVICES:**

*Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.*

*(ii) Diagnostics for identification of product failures*

*Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.*

**29. RIGHT TO VERIFICATION:**

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

**30. VALIDITY OF AGREEMENT:**

*The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.*

**31. LIMITATION OF LIABILITY:**

- I. The maximum aggregate liability of Service Provider, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.*
- II. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.*
- III. The limitations set forth herein shall not apply with respect to:*

- *claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;*
- *damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,*
- *damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,*
- *Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.*

- IV. *For the purpose of clause 31(iii)(b) “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.*
- V. *“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.*

### **32. CONFIDENTIALITY:**

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

### **33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:**

*Services shall be made by Service Provider within the timelines prescribed in part II of this document.*

*If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of Service*

*Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.*

*Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty as per below clause, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).*

<b>DESCRIPTION</b>	<b>MINIMUM PENALTY AMOUNT</b>
All minor repairs/faults, complaints, etc. need to be addressed and rectified within 4 hrs. In-case of non-compliance of timelines, the Bank shall impose penalty of	<b>Rs. 1000/- per case per day</b>
All major repairs/faults need to be responded by the DG Operator within 1 hrs and necessary rectification has to be carried out within 4 hours * In-case of non-compliance of timelines, the Bank shall impose penalty of	<b>Rs. 2500/- per case per day</b>
Any irregularities, unsafe practices, etc. noticed / informed by the Bank should be rectified by the Contractor within 48 hrs from the time of intimation. If the contractor fails to do so, the Bank shall impose a penalty of	<b>Rs. 1000/- per case</b>
DG operator shall ensure that DG sets are immediately turned on after the failure of MSEDCL power. If the operator failed to turn on the DG sets within 10 minutes, the Bank shall impose a penalty of	<b>Rs. 1000/- per case</b>
Sewage Treatment Plant: The Contractor shall ensure that breakdown of all electrical equipment & panels are attended within 24 hrs from lodging of the complaint. If the contractor fails to do so, the Bank shall impose a penalty of	<b>Rs. 2000/- per case per day</b>

The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of

**Rs.1000/- per absentee per day**

#### **34. SERVICE PROVIDER'S OBLIGATIONS:**

*Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.*

*Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.*

*Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.*

*Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.*

*Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in Appendix-K of this RFP.*

**35. TECHNICAL DOCUMENTATION:**

*Service Provider shall provide documents related to product, Drawings, data, Test Reports / Root Cause Analysis/ Trouble shooting chart etc. to the Bank.*

**36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- I. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.*
- II. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.*
- III. Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.*
- IV. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.*



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

**37. LIQUIDATED DAMAGES:**

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

**38. CONFLICT OF INTEREST:**

- I. *Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.*
- II. *Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:*
- III. *the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate*

*thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or*

- IV. a constituent of such Bidder is also a constituent of another Bidder; or*
- V. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or*
- VI. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or*
- VII. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or*
- VIII. Such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.*
- IX. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty*

*per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.*

**39. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

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

- VIII. *“Anti-competitive practice” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;*
- IX. *“Obstructive practice” means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;*
- X. *Debarment/Banning*
- XI. *Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements/services is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement/services process shall be considered against delinquent Vendors/Bidders:*
- XII. *Holiday Listing (Temporary Debarment - suspension):*
- XIII. *Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:*
- XIV. *Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);*
- XV. *Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);*
- XVI. *Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.*

- XVII. *Debarment from participation including removal from empanelled list*
- XVIII. *Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:*
- XIX. *Without prejudice to the rights of the Bank under Clause 39(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.*
- XX. *Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;*
- XXI. *If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;*
- XXII. *Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or*
- XXIII. *Banning by Ministry/Department or any other Government agency;*
- XXIV. *Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;*
- XXV. *If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;*
- XXVI. *Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or*
- XXVII. *Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.*
- XXVIII. *If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.*

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

**40. TERMINATION FOR DEFAULT:**

- I. *The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:*
- II. *If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;*
- III. *If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;*
- IV. *Violations of any terms and conditions stipulated in the RFP;*
- V. *On happening of any termination event mentioned in the RFP/Agreement.*
- VI. *Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.*
- VII. *In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.*
- VIII. *If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.*

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

**41. FORCE MAJEURE:**

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

*For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial*

*considerations or those involving fault or negligence on the part of the party claiming Force Majeure.*

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

*If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.*

**42. TERMINATION FOR INSOLVENCY:**

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

**43. TERMINATION FOR CONVENIENCE:**

*The Bank, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).*

*In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.*

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

*All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in*



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

*Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.*

*Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.*

**45. GOVERNING LANGUAGE:**

*The governing language shall be English.*

**46. APPLICABLE LAW:**

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

**47. TAXES AND DUTIES:**

- I. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.*

- II. *Prices quoted should be including of all Central / State Government taxes/duties and levies, inclusive of all corporate taxes and Custom duty, insurance etc. but exclusive of GST. . The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).*
- III. *Only GST Appendix-F will be payable by the Bank on actuals upon production of original receipt wherever required.*
- IV. *Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.*
- V. *Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.*
- VI. *All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.*

**48. TAX DEDUCTION AT SOURCE:**

*Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.*

*Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.*

**49. EXEMPTION OF EMD AND TENDER FEE:**

*No EMD is required.*

**50. NOTICES:**

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

**Part-II**

Appendix –A

**BID FORM (TECHNICAL BID)**

[On Company's letter head]

(To be included in Technical Bid)

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

To:

< Address of tendering office >

Dear Sir,

Ref: **RFP No. SBI/GITC/Estate/2021/2022/790**

~~~~~

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

*While submitting this Bid, we certify that:*

*The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.*

*We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.*

*Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.*

*The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.*

*We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.*

*We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.*

*The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.*

*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”.*

*We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.*

*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.*

*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.*

*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.*

*We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Appendix-J 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.*

*On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.*

*The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.*

*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.*

*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.*

*We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.*

*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.*

*We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.*

*We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.*

*We 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.*

*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.*

RFP for Annual Operation and Maintenance  
Contract of a 250 KVA DG Set installed at SBI  
GITC annex Balaji Bhawan CBD Belapur  
Navi Mumbai



*We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.*

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

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Name)*

*(In the capacity of)*

*Duly authorized to sign Bid for and on behalf of*

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

**Appendix-B**

*Bidder's 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:*

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Compliance (Yes/No) | Documents to be submitted |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------|
| 1.     | <p><i>Bidder should be Original Equipment Manufacturer of DG Set having experience of manufacturing capacity equal or above 200 KVA DG Set</i></p> <p style="text-align: center;"><i>OR</i></p> <p><i>Authorized agency of DG Set Manufacturer having experience of Operation &amp; Maintenance of Minimum 200 KVA DG Set</i></p> <p style="text-align: center;"><i>OR</i></p> <p><i>Bank's empaneled electrical contractor (for 10.00 lacs and above value) of Mumbai/Maharashtra region having experience of Operation &amp; Maintenance of Minimum 200 KVA DG Set.</i></p> <p style="text-align: center;"><i>OR</i></p> <p><i>The firm doing operation and maintenance contract of minimum 200 KVA DG Set in Central/ State Govt./ Public Sector Bank in Navi Mumbai/ Mumbai/ Thane.</i></p> |                     |                           |



RFP for Annual Operation and Maintenance  
Contract of a 250 KVA DG Set installed at SBI  
GITC annex Balaji Bhawan CBD Belapur  
Navi Mumbai



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

*Name & Signature of authorized signatory  
Seal of Company*

**Appendix-C**

*Technical & Functional Specifications*

| <i>Sr. No</i> | <i>Required Functionalities / Features</i>                                                                                                  | <i>Compliance (Yes/No) and Supporting Documents</i> | <i>Available as part of solution ( Yes / No)</i> | <i>Will be Provide as Customization ( Yes / No)</i> | <i>Will be provided as Third Party Solution</i> | <i>Feasible(Yes/No)</i> |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|-------------------------------------------------|-------------------------|
| 1.            | <i>Bidder should be Original Equipment Manufacturer of DG Set having experience of manufacturing capacity equal or above 200 KVA DG Set</i> |                                                     |                                                  |                                                     |                                                 |                         |
| 2.            | <i>Authorized agency of DG Set Manufacturer having experience of Operation &amp; Maintenance of Minimum 200 KVA DG Set</i>                  |                                                     |                                                  |                                                     |                                                 |                         |
| 3.            | <i>Bank's empaneled electrical contractor (for 10.00 lacs and above value) of</i>                                                           |                                                     |                                                  |                                                     |                                                 |                         |

|   |                                                                                                                                                               |  |  |  |  |  |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
|   | <i>Mumbai/Maharashtra region having experience of Operation &amp; Maintenance of Minimum 200 KVA DG Set.</i>                                                  |  |  |  |  |  |
| 4 | <i>The firm doing operation and maintenance contract of minimum 200 KVA DG Set in Central/ State Govt./ Public Sector Bank in Navi Mumbai/ Mumbai/ Thane.</i> |  |  |  |  |  |
| 5 |                                                                                                                                                               |  |  |  |  |  |

*Name & Signature of authorized signatory*

*Seal of Company*

**Appendix-D**

*Bidder Details*

*Details of the Bidder*

| <i>S. No.</i> | <i>Particulars</i>                                                                                                                                                                                                         | <i>Details</i> |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1.            | <i>Name</i>                                                                                                                                                                                                                |                |
| 2.            | <i>Date of Incorporation and / or commencement of business</i>                                                                                                                                                             |                |
| 3.            | <i>Certificate of incorporation</i>                                                                                                                                                                                        |                |
| 4.            | <i>Brief description of the Bidder including details of its main line of business</i>                                                                                                                                      |                |
| 5.            | <i>Company website URL</i>                                                                                                                                                                                                 |                |
| 6.            | <i>Company Pan Number</i>                                                                                                                                                                                                  |                |
| 7.            | <i>Company GSTIN Number</i>                                                                                                                                                                                                |                |
| 8.            | <i>Particulars of the Authorized Signatory of the Bidder</i><br><i>Name</i><br><i>Designation</i><br><i>Address</i><br><i>Phone Number (Landline)</i><br><i>Mobile Number</i><br><i>Fax Number</i><br><i>Email Address</i> |                |

*Name & Signature of authorized signatory*

*Seal of Company*

**Appendix-E**

**Scope of Work and Payment Schedule**

| <b>SI No</b> | <b>Description</b>                                                        | <b>Requirement</b>                                                    |
|--------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 1            | Description of Services                                                   | <i>Operation and Maintenance of a 250 KVA DG Set at Balaji Bhawan</i> |
| 2            | Description of Deliverables                                               | NA.                                                                   |
| 3            | Third-Party Components                                                    | NA                                                                    |
| 4            | Term of the Project – Project Schedule; Milestones and delivery locations | NA                                                                    |
| 5            | Annual Operation & Maintenance (AMC) Term                                 | <i>As per clause 4</i>                                                |
| 6            | Integration / Migration Requirements with existing systems                | NA                                                                    |
| 7            | Help Desk Requirements                                                    | <i>24 * 7* 365 days per year, support facility</i>                    |
| 8            | MIS Report Generation requirement                                         | NA                                                                    |
| 9            | In case of Transaction System                                             | NA                                                                    |
| 10           | Performance Requirements                                                  | <i>As per terms and conditions</i>                                    |

|    |                                                          |                                                                                                                                                                                                                 |
|----|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                          |                                                                                                                                                                                                                 |
| 11 | Scalability Requirements                                 | NA                                                                                                                                                                                                              |
| 12 | Regulatory / Compliance Requirements                     | <i>Service provide has obtain all statutory approval from Electrical Inspector and pollution control board if required</i>                                                                                      |
| 13 | Security Requirements                                    | <i>Service provider is responsible for any type of physical and operation damage of DG Set</i>                                                                                                                  |
| 14 | Limited Trial / Pilot Requirements                       | NA                                                                                                                                                                                                              |
| 15 | Backup system / POC / test & training system / DR system | <i>Service provider has to make alternate arrangement of DG Set in case of major fault in DG Set till repair of DG Set. Bank will bear the hiring cost of DG Set.</i>                                           |
| 16 | Training                                                 | <i>Service provide has to educate and trained DG Operator as per Bank's requirement</i>                                                                                                                         |
| 17 | Payment schedule                                         | <i>Bank will pay monthly O&amp;M charges after producing monthly bill by the contractor along with all supporting documents like monthly AMC Service report, EPF certificate, ESIC certificate, Form-B etc.</i> |

**Appendix-H**

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

*THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_this  
\_\_\_\_\_day of \_\_\_\_\_2021 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).*

*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.*

*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.*

*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.*

*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**

*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 not withstanding 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).*

*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.*

*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.*

*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-**

*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.*

*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.*

*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.*

*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*

*This Guarantee shall be a continuing guarantee during its validity period.*

*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.*

*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:*

*Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_/- (Rs. \_\_\_\_\_ only)*

*This Bank Guarantee shall be valid upto \_\_\_\_\_*

*We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before \_\_\_\_\_*

*Yours faithfully,*

*For and on behalf of bank.*

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

Appendix-I

Other terms and Penalties

1. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

Maintenance services during the period of AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.

- (a) Vendor shall rectify any defects, faults and failures in the DG Set immediately and shall repair/replace worn out or defective parts of For this purpose, the Vendor shall keep sufficient stock of spares at its premises.
- (b) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within one hours of being informed of the same. In any case the equipment should be made workable and available not later than the next hour of the Bank.
- (c) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- (d) All engineering changes generally adopted hereafter by Vendor for equipment similar to that covered by the Contract, shall be made to the equipment at no cost to the Bank.
- (e) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

- (f) The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and /of malfunction of the equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- (g) Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.
2. Any worn or defective parts withdrawn from the equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank.
  3. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
  4. If Bank desires to shift the equipment to a new site and install it thereof, the Vendor shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
  5. If the system is not made operational during the visit by the technician after receiving the complaint, visit will not be counted, and thereafter the bank will carry out the repairs through other agency at your cost, risk and consequences.

**Appendix-K**

**NON-DISCLOSURE AGREEMENT**

*THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at \_\_\_\_\_ between:*

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

*And*

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

*And Whereas*

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

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

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

1. *Confidential Information and Confidential Materials:*

*“Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement*

*Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.*

*“Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.*

2. *Restrictions*

*Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was*

*rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.*

*Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:*

*The statutory auditors of the either party and Government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof*

*Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.*

### *3. Rights and Remedies*

*Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.*

*Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.*

*Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.*

*Suspension of access privileges*

*Change of personnel assigned to the job*

*Termination of contract*

*Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.*

#### *4. Miscellaneous*

*All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.*

*Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, and fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.*

*Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.*

*The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.*

*This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.*

*In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.*





*Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.*

*If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.*

*The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.*

**5. Suggestions and Feedback**

*Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_ (place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

RFP for Annual Operation and Maintenance  
Contract of a 250 KVA DG Set installed at SBI  
GITC annex Balaji Bhawan CBD Belapur  
Navi Mumbai



|                    |  |  |
|--------------------|--|--|
| <i>Name</i>        |  |  |
| <i>Designation</i> |  |  |
| <i>Place</i>       |  |  |
| <i>Signature</i>   |  |  |

**Appendix-L**

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

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

RFP for Annual Operation and Maintenance  
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Navi Mumbai



**Appendix–M**

*Format for Submission of Client References*

*To whosoever it may concern*

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

*Name & Signature of authorized signatory*

*Seal of Company*

**Price Bid**

**Appendix-F**

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

| <i>Sr. No.</i> | <i>Description of Item</i>                                                                                                       | <i>Unit</i>    | <i>Monthly Charges (A)</i> | <i>Yearly Charges (12 X A)</i> |
|----------------|----------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------|--------------------------------|
| 1              | <i>Providing 3 nos. DG Operator cum electrician (Skilled labor 8 hrs. shift ,1 no at each shift for 24 x7) including holiday</i> | <i>Monthly</i> |                            |                                |
| 2              | <i>Maintenances of a 250 KVA DG Set including one B.check in year</i>                                                            | <i>Monthly</i> |                            |                                |
| 3              | <i>Management and supervision charges including Contractor's profit.</i>                                                         | <i>Monthly</i> |                            |                                |
| 4              | <i>Total of (Sr.No.1+Sr.No.2+Sr.No.3) excluding GST</i>                                                                          |                |                            |                                |

*Note: - Quoted amount for DG Operator cum electrician (skilled manpower) must comply minimum wages act.*

*The bidder should depute suitable person to visit the site for assessment of work at site.*

*Name & Signature of authorized signatory*

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Navi Mumbai

