



STATE BANK OF INDIA

ESTATE DEPARTMENT, 9TH FLOOR, STATE BANK BHAVAN,
NARIMAN POINT, MUMBAI-21.

PART – A: TECHNICAL BID

**TENDER FOR STRUCTURAL AUDIT OF BANK'S RESIDENTIAL PREMISES
SITUATED IN MUMBAI**

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO. : _____

DATE : _____

NOTICE INVITING TENDERS

State Bank of India (herein after referred to as '**SBI / the Bank**'), having its Corporate Centre at Nariman Point, Mumbai invites online two-bid tenders for procurement of the services of Structural Auditors for Structural Audits of Bank's Residential Premises situated in Mumbai.

2. 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 the Bank 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.

3. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online tendering.

4. The other details and schedule of the events of the tender are as under:

1.	Tender ID	EST/202307/02
2.	Name of Work	Structural Audit of the Bank's Residential premises situated in Mumbai.
3.	Scope of Work	Carrying out structural audit of the captioned premises, as per MCGM Norms, by various Non-Destructive Tests (NDT) such as Carbonation Depth Test, Rebound Hammer Test, Core Test, Ultrasonic Pulse Velocity Test, Chemical Analysis, Half Cell Potential Test, Cover Meter Test or any other NDT test prescribed the MCGM to ascertain the condition of the building.
4.	Date of availability of tender documents on Bank's website / e-tender portal	From 31/07/2023 to 21/08/2023 up to 03:00 PM on Bank's Website: https://bank.sbi/web/sbi-in-the-news/procurement-news and e-Tender Portal: https://etender.sbi/SBI/
5.	Date & time for submission of e Tender	From 31/07/2023 to 21/08/2023 by 03:00 PM To be submitted online on e-tender portal – https://etender.sbi/SBI/
6.	Date and Time of opening of e-Technical Bid	On 21/08/2023 at 03:30 PM on e-tender portal – https://etender.sbi/SBI/ .
7.	Date and Time of opening of e-Price Bid.	The price bid of only those bidders will be opened who found eligible in the Technical Bid scrutiny.
8.	Selection procedure	The award of contract will be made building-wise, to the bidder, among the technically qualified bidders, whose bid has been determined to be the lowest for the particular premise, responsive and complying to all the criteria stipulated in this RFP process.
9.	Contact Person of e-tender Service Provider for any clarifications	i. Geeta Gautam – 079-68136814, 7990334460 geeta@auctiontiger.net ii. Sujith - 7940270579, sujith@eptl.in

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	regarding e-Tendering procedure, system requirements, digital signature etc.	<p>iii. Pooja Shah – 9328931942, pooja.shah@eptl.in</p> <p>iv. Khushboo Mehta – 9510813528, 9081000427, Khushboo.mehta@eptl.in</p> <p>v. e-mail: etender.support@sbi.co.in</p>
10.	Address for Communication	Dy. General Manager (Estate), State Bank of India, Estate Department, 9 th Floor, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai – 400 021. dgm.estate@sbi.co.in
11.	Validity for Offer	180 days from the date of opening of price bid
12.	Date of Commencement of Work	Within 10 days from the issuance of Work Order
13.	Last Date of Submission of Detailed Structural Audit Report	45 days from the issuance of work order. Auditor must submit <u>hard copies (2 set) as well as scan copy of Structural Audit Report in Proforma – ‘B’ of MCGM along with the NDT test report</u> , duly signed on each and every page along with firm’s seal.
14.	Value of Interim Certificate	Full and Final payment after submission of Structural Audit Report. No advance shall be paid under any circumstances

05. Conditional tenders shall be summarily rejected.

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

07. The Bank reserves the right to change the dates / timelines mentioned in this Tender document. If the same is done, the modified dates / timelines, will be posted at the Bank’s website as well as the e-tender portal.

08. Please note that all the information advised by way of the instant RFP needs to be provided. Incomplete information may lead to non-consideration of the proposal.

09. The information provided by the bidders in response to this tender document will become the property of SBI and will not be returned.

10. This RFP documents shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

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

12. Any corrigendum / addendum in the matter will be published only on the e-tender Service Provider portal mentioned hereinabove.

Dy. General Manager (Estate)

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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:

<u>Sr. No.</u>	<u>Eligibility Criteria</u>	<u>Documents to be submitted</u>
1	The applicant should be a Structural Engineer, empaneled with MCGM for carrying out the Structural Audit of the buildings.	- Valid empanelment letter issued by MCGM for carrying out the Structural Audit of the buildings.

BID EVALUATION

1. Bidders qualifying minimum eligibility criteria shall be shortlisted for opening of online price bid.
2. The award of contract will be made building-wise to the bidder whose bid has been determined to be the lowest for the particular premise, responsive and complying to all the criteria stipulated in this RFP process.

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APPLICATION FORM

(FOR REFERENCE ONLY; TO BE FILLED ONLINE IN E-TENDER PORTAL)

1	Name of the Organization	
2	Full Postal Address of Organization with Pin Code	
3	Contact Details: (i) Name of Contact Person (ii) Phone No. (iii) Mobile No. (iv) E-mail ID
6	Whether empaneled with MCGM for carrying out the Structural Audit of the buildings. (Enclose certified copies of documents as evidence – ENCLOSURE - 'A')	Yes / No
7	Registration with Govt. Authorities (Enclose certified copies of documents as evidence – ENCLOSURE - 'B')	
	a. Income Tax (PAN) No.	
	b. Goods & Service Tax No. (GST)	
8	Names of Directors / Partners / Associates / Proprietor	
9	Biodata of Directors / Partners / Associates / Proprietor	Please fill up enclosed Annexure - 'C' along with supporting documents for their academic / professional qualification

Date:

Signature of the applicant with seal

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Annexure – ‘C’

BIO-DATA OF THE DIRECTORS/PARTNERS/ KEY ASSOCIATES

Use separate form for each partner/director.

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet then indicate Annexure number)	
10	Annexure number of document evidencing association with the firm like partnership deed etc	

Signature of the Consultant with seal

Date:

Place:

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UNDERTAKING REGARDING PRE-QUALIFICATION

(To be submitted by the Applicant on its Letter Head along with its application)

Dy. General Manager (Estate),
State Bank of India, Estate Department,
9th Floor, Corporate Centre, State Bank Bhavan,
Nariman Point, Mumbai – 400 021.
I/We hereby certify that:

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

Signature of Applicant with Seal

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with Seal

INSTRUCTIONS TO BIDDER

1. **Purpose:**

Structural Audit of the Bank's Residential Premises situated in Mumbai.

2. **Invitation:**

The bidders desirous of taking up the project for providing above services for the Bank are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the Successful Bidder will be entirely at the Bank's discretion. We seek proposals adhering to the Bank's requirements outlined in this tender, from bidders who have the necessary experience, capability & expertise to provide structural audit services adhering to the Bank's requirement outlined in this Tender.

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

3. **Eligibility Criteria:**

Bid is open to all Bidders who meet the eligibility criteria as mentioned herein above in the RFP. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP.

4. **Disclaimer:**

- i. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- ii. 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.
- iii. 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.
- iv. 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 advice / clarifications from us by email (email id: dgm.estate@sbi.co.in).

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Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- v. 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.
- vi. 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.
- vii. 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.
- viii. Any effort by the bidder to influence the Bank in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of its bid.

5. **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.

6. **Contents of Bid Document:**

- i. All the parts of this tender documents i.e., Tender Notice, General Condition of the Contract and Instructions to the Bidders, Terms and Conditions, Scope of works, Offer Letter, Annexures etc. shall constitute part of the contract document.
- ii. The Bidder must thoroughly study / analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- iii. 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 result in rejection of its Bid.

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

- v. All the required documents should be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- vi. 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.
- vii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

7. Submission of Technical Bid and Pre-Qualification Documents:

- (i) The bidders are advised to upload required documents online on e-tender portal before the end date and time of submission of bid as mentioned in the NIT hereinabove. All the required documents should be signed / stamped by the authorized person(s) before uploading on e-tender portal.
- (ii) Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be summarily rejected and the price bid of such bidder will not be opened.
- (iii) Tenders received after the due date and time shall be rejected outrightly.

8. Submission of Price Bid:

- (i) The bidders are advised to quote their rates online in Price Bid section on e-tender portal before the end date and time of submission of bid as mentioned in the NIT. The format of price bid is placed at Annexure – ‘G’.
- (ii) The rate should be quoted in Indian Currency (₹) only.
- (iii) The bidder shall ensure that they are fully conversant with the premises in question for the work specified, before submitting the price bid.

9. 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, procurement of digital signature, expenses

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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.

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GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

In this RFP and the ensuring Contract, if any, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

‘Employer / Bank’ means State Bank of India, Estate Department having its Office at 9th Floor, State Bank Bhavan, Nariman Point, Mumbai - 400 021 and includes its representatives, successors and assigns.

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

‘Bidder / Bidder’ 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.

‘Contract / Agreement’ means the Agreement / Service level agreement entered strictly in the format advised by the Bank, (including all attachments and appendices thereto and all documents incorporated by reference therein) to be executed between the Bank and the selected/successful bidder as per this RFP, for providing the Services. The NIT, General Condition of the Contract, Instructions to the Bidders, Terms and Conditions, Scope of works, Offer Letter, Annexures etc. shall constitute a part and parcel of the Contract.

‘Vendor / Service Providers’ means the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid and commercial bid has been accepted and who has been declared as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank. It shall also include their legal representative(s), successors or assigns.

‘Site’ means Residential Premises situated in Mumbai where the work is to be carried out. A list of such Premises is placed as Annexure – ‘E’.

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

‘Month’ means calendar month.

‘Week’ means seven consecutive days starting from Monday.

‘Day’ means an English calendar day.

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

2. GOVERNING LANGUAGE:

The governing language shall be English.

3. SERVICE PROVIDER TO BE DULY INFORMED:

The Service Provider shall be deemed to have carefully examined the work, site conditions, various conditions, job requirements, and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Bank. If the Service Provider shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he may seek clarifications from the Bank through email as mentioned in the NIT, prior to the cut-off date of submission of Pre-bid queries.

4. AWARD OF CONTRACT:

- (i) The Bank will award the contract to the bidder who has been declared as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- (ii) The Bank will notify successful bidder through e-mail and work order will be issued to the successful bidder. The selected bidder has to return the duplicate copy of the same to the Bank within five (5) working days, duly accepted, stamped and signed by the authorized signatory in token of acceptance.
- (iii) Also, the Bank reserve their rights to withdraw / cancel / delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the Service Provider shall have no right to make any representation for the same.

5. ASSIGNMENT, SUBLETTING AND SERVICE PROVIDER'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the Service Provider and he shall not entrust or engage or indirectly transfer assign or share any part of the contract or interest therein without the written consent of the Bank and no undertaking shall relieve the Service Provider from the responsibility of the Service Provider from the duties and responsibilities under this RFP / contract and form active superintendence of the work.

6. CONTRACT PERIOD:

The contract, if awarded shall be valid for the period of 45 (Forty-Five) days from the date of issuance of work order. In case of breach of contract or in the event of the Service Provider not fulfilling the minimum requirements / statutory requirement or satisfactory services, the Bank shall have the right to terminate the contract forthwith, in addition to forfeiting the

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performance security amount deposited by the Service Provider and initiating necessary action as deemed fit including de-paneling the firm solely at the discretion of the Bank.

7. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax, State Govt. Taxes, etc. as applicable, that shall be levied according to the laws and regulations applicable from time to time in India and the price e-Bid by Service Provider shall include all such taxes incidence in the quoted price. Bidder may consider future incidental taxes, charges as such whilst quote of price e-bid. However, Bank will pay GST on invoices as statutorily applicable.
- ii. All expenses, stamp duty and other charges/ expenses in connection with this RFP and the execution of the Agreement, shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

8. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. 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.

9. SETTLEMENT OF DISPUTES:

- **Resolution of Dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Applicable Laws:** The contract shall be governed in accordance with Indian law.
- **Jurisdiction:** All suits arising out of the RFP / Contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

10. TERMINATION:

A. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.

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- (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.
- (c) On happening of any termination event mentioned in the RFP/Agreement. Prior to providing a written notice of termination to Service Provider under clause 10.A.(i).(a) and 10.A.(i).(b), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

B. TERMINATION FOR INSOLVENCY:

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The Bank may at any time by notice in writing summarily terminate the contract without compensation to the Service Provider in any of the following events, that is to say:

- a. If the Service Provider being an individual or a firm: Any partner in the Service Provider's firm, is at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- b. If the Service Provider being a company: It has passed a resolution, or the any court / forum has made an order for its liquidation or a receiver or manager on behalf of the debenture holder has been appointed or such circumstances shall have arisen entitles the court / forum or debenture holders to appoint a receiver or manager.

C. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 30 days, may terminate the Contract, in whole or in part, for its convenience. Provided that the same shall not be invoked by the Bank before completion of half of the total Contract 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.

11. 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:

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- (a) **“Corrupt Practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) **“Fraudulent Practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in an RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive Practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive Practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive Practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. Debarment / Banning

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

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

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

- Service Providers who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);

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- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Service Provider undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(a) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank 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 3 (three) years from the date of debarment.
- Service Provider fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or fails to cooperate or qualify in the review for empanelment.
- If Service Provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled.
- Bankruptcy or insolvency on the part of the Service Provider as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents.
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest / bank's interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have 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.

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(b) Banning from Ministry/Country-wide procurements:

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

12. PAYMENT OF BILLS:

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

The full and final payment will be done after submission of Structural audit report and on production of bills by the service provider.

The Service Provider will have to submit the bill addressing as under:

“Dy. General Manager (Estate),
State Bank of India, Estate Department,
9th Floor, Corporate Centre, State Bank Bhavan,
Nariman Point, Mumbai – 400 021.”

Bank's GST No.: 27AAACS8577K2ZO

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DETAILS OF PREMISES

SN	Name of The Premises	Address of the Premise	Total Built-up Area (Approx)	Nos. of Building	Nos. of Floors	Nos. of Flats	Details of Concern Engineer
1.	Madhuban Apartment	Gen. J. Bhosle Marg, Nariman Point Mumbai	6,970.00 Sq.mtr.	1 no.	Stilt + 16	32 nos. – 2 BHK and 16 Nos. – 3 BHK	Shri. Vijay Wankhede, 022-22740919; vijay.wankhede@sbi.co.in
2.	Radhika Apartment	Infront of Siddhi Vinayak Mandir, Sayani Road, Prabhadevi, Mumbai	2,200.00 Sq.mtr	1 no.	Stilt + 13	13 nos. – 4 BHK	Shri. Vijay Wankhede, 022-22740919; vijay.wankhede@sbi.co.in
3.	Building No. C-18 & 19, Kalpak Estate	Antop Hill, Wadala, Mumbai	3,631.00 Sq.mtr.	2 nos.	Stilt + 6 Floors	48 nos. – 2 BHK	Shri. Vijay Wankhede, 022-22740919; vijay.wankhede@sbi.co.in
4	UTI Building	R-2, E-Block, Near, Jio World Drive, Bandra Kurla Complex, Mumbai	2,122.00 Sq.mtr.	1 no.	Stilt + 7 floors	28 nos. – 2 BHK	Shri. Vijay Wankhede, 022-22740919; vijay.wankhede@sbi.co.in
5	Vidyanagar Apartment	Evershine Nagar, Malad (W)	5,172.00 Sq.mtr.	1 no. (Comprising of 3 Wings)	G plus 7 floors	72 nos. – 2 BHK	Shri. Vijay Wankhede, 022-22740919; vijay.wankhede@sbi.co.in
6.	MHADA, Oshiwara	Near Oshiwara Police Station, Jogeswary (W)	6916 Sq.mtr.	3 nos.	Stilt + 6 floors	90 Nos, 2 BHK	Smt. Bindu. K, 022-22740936; k.bindu@sbi.co.in
7	Kalpataru, Mahim	Behind Paradise Cinema, B-Keer Marg, Mahim (W)	4546 Sq.mtr.	3 nos.	Stilt+ 6 floors	72 Nos, 2 BHK	Smt. Bindu. K, 022-22740936; k.bindu@sbi.co.in
8	Maker Kundan	Juhu Tara Road, Opposite Lido Cinema, Santacruz (w)	3635 Sq.mtr.	1 no.	Stilt+ 8 floors	32 Nos, 2 BHK	Smt. Bindu. K, 022-22740936; k.bindu@sbi.co.in

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SN	Name of The Premises	Address of the Premise	Total Built-up Area (Approx)	Nos. of Buildings	Nos. of Floors	Nos. of Flats	Details of Concern Engineer
9.	Harbour Height, C Building	N a Sawant Marg, Colaba	4400	1	Stilt + 8 floors	48 Nos, 24 Nos 2 BHK & 24 Nos 1 BHK	Smt. Bindu. K, 022-22740936; k.bindu@sbi.co.in
10.	Udyan	Nepean Sea Road, Mumbai	2436	1	Stilt plus 6 floors	12 Nos 2 1/2 BHK	Shri. Vivek Kulkarni, 022-22740938, vivek.kulkarni@sbi.co.in
11.	Samrudhi Apartment	Plot No. 101, 102 Rd. No.29, Sion-Matunga Estate, Opp. Sion Fort, Sion (E), Mumbai- 22.	9758	2 nos. (Comprising of 4 wings)	Stilt plus 7 floors	49 nos. – 2 BHK and 28 Nos. – 3 BHK	Shri. Kishor Kalpe, 022-22740917 kishor.kalpe@sbi.co.in

Annexure – ‘F’

SCOPE OF WORK

Carrying out structural audit of the captioned premises, as per MCGM Norms, by various Non-Destructive Tests (NDT) such as Carbonation Depth Test, Rebound Hammer Test, Core Test, Ultrasonic Pulse Velocity Test, Chemical Analysis, Half Cell Potential Test, cover meter test or any other NDT test prescribed by the MCGM to ascertain the condition of the building.

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Annexure – ‘G’

PRICE BID

SN	Description	Quantity	Unit	Rate (₹)	Amount (₹)
	Carrying out structural audit of the captioned premises, as per MCGM Norms, by various Non-Destructive Tests (NDT) such as Carbonation Depth Test, Rebound Hammer Test, Core Test, Ultrasonic Pulse Velocity Test, Chemical Analysis, Half Cell Potential Test, cover meter test or any other NDT test prescribed by the MCGM to ascertain the condition of the building.				
1.	Madhuban Apartment	1	Job		
2.	Radhika Apartment	1	Job		
3.	Building No. C-18 & 19, Kalpak Estate	1	Job		
4	UTI Building	1	Job		
5	Vidyanagar Apartment	1	Job		
6.	MHADA, Oshiwara	1	Job		
7	Kalpataru, Mahim	1	Job		
8	Maker Kundan	1	Job		
9.	Harbour Height, C Building	1	Job		
10.	Udyan	1	Job		
11.	Samruddhi Apartment	1	Job		

Note: GST will be paid extra as applicable

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