

SBI-SG GLOBAL SECURITIES SERVICES PVT LTD
'B' Wing, Jeevan Seva, Annexe Building, SV Road, Santacruz (West),
Mumbai 400 054

Tel – 7600039572, 022-62846241/31016241

Tender Id is _____.

REQUEST FOR PROPOSAL (RFP)/ NOTICE INVITING TENDER (NIT)
FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI-SG
GLOBAL SECURITIES SERVICES PVT LTD, B WING JEEVAN SEVA,
SANTA CRUZ (W) MUMBAI

TENDER SUBMITTED BY:

NAME of Owner /Bidder : _____

ADDRESS of Owner/Bidder : _____

GSTIN NO of Owner/Bidder : _____

DATE : _____

**TENDER FOR ACQUISITION OF OFFICE PREMISES ON
LEASE FOR SBI-SG GLOBAL SECURITIES SERVICES PVT LTD,
SANTACRUZ (W), MUMBAI**

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SBI-SG GLOBAL SECURITIES SERVICES PVT LTD
'B' Wing, Jeevan Seva, Annexe Building, SV Road, Santacruz (West),
Mumbai 400 054

TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI-SG GLOBAL SECURITIES SERVICES PVT LTD, SANTA CRUZ (W), MUMBAI

TECHNICAL BID (PART-A) Envelope-1

(TO BE SUBMITTED OFFLINE)

NOTICE INVITING TENDER

SBI-SG Global Securities Services Pvt Ltd invites "Tenders/Offer" from the **owners or their authorized representatives(excluding brokers)** of suitable commercial premises/ buildings for office premises of SBI-SG Global Securities Services Pvt Ltd on long term lease.

The other Details of the tenders are as under:

Sr no	Criteria	Description
1	Name of work	Acquisition of office premises on long term lease for SBI-SG Global Securities Services Pvt Ltd, 'B' Wing, Jeevan Seva, Annexe Building, S.V. Road, Santacruz (West), Mumbai 400 054.
2	Usable Carpet Area required (as per Annexure-X)	18,000 Sq.ft +/- 15%
3	Location	Lower Parel area within 1 Km radius from The Western / Central Suburban Railway Stations of Lower Parel & Currey Road
4	Preference	1. Availability of required area in single floor 2. Premises ready for occupation with occupancy certificate from the competent authority. 3. Independent Lifts including facility of Service Lift) 4. Higher Floor(s) above 10 th Floor will be preferred 5. Emergency exit (Mandatory)
5	Minimum Amenities	1. Building should have suitable centrally AC facility/plant with independent power meter. 2. Availability of adequate water supply for 24 hours throughout the year. 3. Adequate Electrical power load as per the requirement of the SBI-SG

		4. Adequate Power back up Facility. 5. Availability of Parking space for 15 Cars and 20 Two Wheelers in the premises. 6. Premises must have facilities to keep Vault/Fireproof Safe related requirement i.e. weight, pillar strength and etc. 7. Adequate Washrooms facilities for staffs
6	Lease Period	Initial lease period of 5 years with pre-determined enhancement in rental for another term/ block of 5 years. A consent letter for further 2 terms each of 5 years on mutually agreed terms.
7	Earnest Money Deposit (Refundable without interest to unsuccessful bidders within 60 days of bid opening day)	Rs 1,00,000/- (Rupees One Lakh only) by way of Demand Draft/Pay Order issued by any scheduled Bank drawn in favour of <u>"SBI-SG Global Securities Services Pvt Ltd"</u> payable at Mumbai to be deposited at the address mentioned at point no. 1 of this NIT (Notice Inviting Tenders). Failure to deposit prescribed EMD will render disqualification of Bid without notice and no correspondence will be entertained in this regard.
8	Tender processing Fee (Non - refundable)	N.A.
9	Security Deposit (ISD) including Earnest Money Deposit (EMD)	N.A.
10	Date of availability of Tender Document(s) at SBI-SG's Website	22.10.2024 to 08.11.2024 available at https://www.sbisgcsl.co.in (visit About -> Statutory->Tender)
11	Name and address of Service Provider	Not Applicable
12	Last date & Time for payment of EMD and Tender Processing fee and submission of documents to this office.	22.10.2024 to 08.11.2024 by 3.00 pm
13	Last date & Time for submission of tender and supporting documents.	22.10.2024 to 08.11.2024 by 3.00 pm
14	Last date and time for receipt of Pre-bid queries from the perspective bidders (Only through Email to cfo@sbisgcsl.co.in)	by 12.00 Noon up to 04.11.2024 Note: 1. All queries must be sent in the prescribed format as an attachment in the Excel format as per Annexure-H. 2. Only queries received through email by 1 stipulated date and time will be considered for

		discussions/clarifications in the Pre-bid Meeting. No other point shall be considered.
15	Pre-Bid Meeting	3.00 PM on 05.11.2024 at B Wing, Jeevan Seva, Annexe Building S V Road, Santa Cruz (West), Mumbai 400054.
16	Address for submission of EMD & Cost of Tender Processing fee receipt	The Chief Financial Officer SBI-SG Global securities Services Pvt Ltd B Wing, Jeevan Seva, Annexe Building; S. V. Road, Santa Cruz (West), Mumbai 400054.
17	Last date & time for submission of Tender	08.11.2024 by 3.00 PM at SBI-SG's office as the address mentioned above in Serial No 16
18	Date & Time of opening of Technical Bid	At 3.30 PM on 08.11.2024
19	Date & Time for opening of Price Bid	Will be communicated to the Qualified bidders separately.
20	Validity of offer	120 days from the date of bid closing date (may be extended due to exigencies)

- Tender documents are available on the company's website at <https://www.sbisgcscl.co.in> (visit About -> Statutory->Tender).
- For any clarifications regarding Tender procedure, System requirements etc. please contact following persons:
 - Primary Contact Numbers: - Mobile: 7600039572, 022-42066241
e-mail id: cfo@sbisgcscl.co.in
- Conditional tenders are liable to be rejected without further correspondence.
- The carpet area mentioned hereinabove is approximate and may vary either side depending upon the actual requirement of the Company. However, the rent shall be payable on the basis of actual usable carpet area jointly measured by the Landlord and SBI-SG Global Securities Services Pvt Ltd Engineer/Architect as per norms applicable for usable carpet area stipulated in the tender (as per **Annexure-X**) and proposed to be occupied by the SBI-SG Global Securities Services Pvt Ltd irrespective of estimated carpet area mentioned hereinabove.
- The SBI-SG Global Securities Services Pvt Ltd 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.
- Tenders received without EMD shall be summarily rejected and price bids of such bidders **shall not be opened or** processed further.
- 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.

8. Any further corrigendum pertaining to this tender shall be published only on the abovementioned company's website. The SBI-SG Global Securities Services Pvt Ltd may issue any number of Corrigendum one day prior to the date of submission of Technical Bid. Hence, the prospective bidders are advised to visit company's website regularly till the date of submission of tenders.
9. Only those bidders who submit Technical Bid with all supporting documents and secure prescribed minimum qualifying marks as per the Evaluation Matrix mentioned in the tender shall be further evaluated by the Committee on other essential parameters and their Price Bid shall become eligible for Opening and further processing.
10. Prospective bidders should download the Tender (Technical Bid & Price Bid) in full and should go through the entire technical bid and Price bid to get acquainted with the terms and conditions and bid to be submitted in full, with Annexures and required documents after affixing signature / seal on all pages. However, EMD to be submitted together with the Technical Bid before the scheduled date / time of opening of the Technical Bid.

Yours Faithfully,

Chief Financial Officer

SBI-SG Global Securities Services Pvt Ltd
B Wing, Jeevan Seva, Annexe Building,
S. V. Road, Santa Cruz (West),
Mumbai - 400054.

TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI-SG
Global Securities Services Pvt Ltd, Santa Cruz (W), Mumbai.

1. MINIMUM ELIGIBILITY CRITERIA AND TECHNICAL PARAMETERS FOR SELECTION:

The Offer is open to all the Bidders who owns the premises meeting out following Eligibility criteria and Technical Parameters and submit their Tenders as per laid down procedure with supporting documents by the stipulated date and time:

SN	Description	Criteria
1	Maximum Distance from nearest Suburb Train/Metro Station	1.50 KM
2	Area of the Premises (May be in two floors maximum)	
	a. Total usable Carpet Area	About 18,000 Sqft. +/- 15%
	b. Minimum Carpet area per floor (in case required area is not available in one floor, maximum two consecutive floor is allowed)	8,000 Sq ft.
3	Minimum Floor to floor clear height (below beams not less than 8'6")	3mtr. (10 ft.)
4	Minimum Parking Space required	
	a. Car parking	15 Nos
	b. Two-Wheeler Parking	20 Nos
5	Minimum Sanctioned electrical load	200 kW for Floor(s) (Excluding common amenities) Subject to provisions for enhancement of load in future to meet the Company's requirements.

Note:

- i. The successful bidder should have clear and absolute title to the premises. The Company shall obtain legal title investigation report from the SBI's empanelled advocate at the cost of bidder. The bidder shall be responsible to reimburse the expenditure incurred by the company, if any, on this account.
- ii. The offered premises should have a congenial work environment with adequate natural lighting. As the work involved is in shifts, the premises should preferably be commuter friendly, situated in proximity to suburban railway station with availability of public transport to facilitate 24 X 7 operations.
- iii. The offered premises should be substantially complete on the date of submission of bid (Photographs of the premises to be attached).

EVALUATION OF BIDS

1. Bidding process/Opening of Technical Bids:

- i. The Technical Bid (Tender Part-A) along with requisite supporting documents and EMD must be submitted in compliance of detailed instructions vide Clause 9 of “Instructions to the Tenderer” of this document.
- ii. The completed Technical Bids received, by the SBI-SG Global Securities Services Pvt Ltd, till stipulated time and date through the portal of specified Service Provider, will be opened for initial evaluation as per the schedule i.e. time and date mentioned in the Notice Inviting Tenders (NIT).
- iii. The SBI-SG Global Securities Services Pvt Ltd will examine all Technical Bids received, to determine whether they are complete in all respect, all the required/prescribed formats have been furnished, all the relevant documents have been properly signed by the authorized person/representative, EMD (if asked for in the NIT) for the desired amount and validity period is available and the Bids are in order.
- iv. In the first stage, only Technical Bids will be opened and evaluated for compliance of prescribed Eligibility Criteria as well as meeting out minimum qualifying score on the basis of Evaluation Matrix mentioned in this tender and will be shortlisted for physical site inspection by the competent committee of SBI-SG Global Securities Services Pvt Ltd to satisfy the preliminary compliance of various parameters.
- v. Based on the Committee’s recommendations, the bidders satisfying stipulated eligibility criteria, Evaluation Matrix score, suitability of proposed premises as per company’s requirement and bidders’ concurrence to comply with all terms and conditions including timeline specified in this RFP will be considered as “Technically Qualified Bidder”. The Committee’s recommendations regarding the Technically Qualified bidders shall be final and binding.
- vi. Only the “Technically Qualified Bidder” shall become eligible for further processing of their tender and Opening of their “Price bid”.
- vii. Prior to the detailed evaluation, the SBI-SG Global Securities Services Pvt Ltd will determine whether the Bid conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
- viii. The Bids not fulfilling the stipulated eligibility criteria will be summarily rejected by the SBI-SG Global Securities Services Pvt Ltd and will not subsequently be made valid by the Bidder by correction of the non-conformity.
- ix. Bidders to please note that any tender found with modifications/additions/alterations in the original bid document including terms and conditions, tender provisions, price bid etc. shall be summarily disqualified.

2. Technical Bid Evaluation:

- a. Technical evaluation will include scrutiny of technical information submitted by the bidder as per technical bid format and supporting documents including verification of the authenticity of documents as well as information furnished therein and physical inspection and assessment of site.
- b. The SBI-SG Global Securities Services Pvt Ltd reserves the right to evaluate the bids on technical parameters including premises visit.
- c. The SBI-SG Global Securities Services Pvt Ltd may, at its discretion, ask the bidders for clarification, required if any, on their bids received. The request for clarification shall be in writing and no change in substance of the bid shall be sought, offered or permitted. However, no post bid clarifications or submission of any supplementary documents/information, at the instance of the bidder, shall be entertained.

3. Evaluation of Price Bids and Finalisation:

- a. **Only those Bidders, who obtain > 60 % qualifying marks in the Technical Bid and are short-listed after visit of the premises/site and declared “Technically Qualified Bidder” as above shall be eligible for further processing of their tender and Opening of their “Price bid”.**
 - a.
- b. **The bidder shall be liable to quote their rates for all the items mentioned in the Price Bid else their tender shall be considered incomplete and will be disqualified for further processing.**
- c. **Most suitable bidder shall be decided based on the Techno Commercial Evaluation as mentioned in the Tender document. However, subject to applicable regulatory guidelines/instructions, the SBI-SG Global Securities Services Pvt Ltd reserve their rights to further negotiate on the various parameters within its sole discretion to decide the mutually acceptable rental for the premises etc.**
- d. **The prospective bidders are to ensure that the Price Bids are submitted only OFFLINE and strictly as advised in this tender. Price Bid must be filled in a separate sealed envelope to be opened on a later date as may be prescribed in due course and should not be submitted in open form. Also, the rates should not be mentioned at any other place/tender or in the technical bid. The enclosed price format in the Technical bid is only for guidance and reference of the Bidders. Rates should be submitted only in the Price Bid Format and in a Sealed condition. All columns of the Price bid must be filled. Partial submission of rates shall not be accepted. Submission of rates in any other form knowingly or unknowingly, may result in disqualification of the tender/offer.**

- e. **Implication of percentage enhancement of the rent quoted by the bidder for each 3 years block during the entire tenure of 10 Years will also be considered to evaluate the Most Competent Bidder and will be part of Techno Commercial evaluation.**
- f. The SBI-SG Global Securities Services Pvt Ltd reserves the right to accept or reject any or all the tenders without assigning any reason thereof. In case of exigency and depending upon the suitability, the SBI-SG Global Securities Services Pvt Ltd may, as well accept more than one proposal to suit its total requirement of space etc. within its sole discretion.
- g. Canvassing in any form will disqualify the tenderer. **No brokerage will be paid to any agency/broker.**
- h. The short-listed bidders will be informed by the SBI-SG Global Securities Services Pvt Ltd for arranging site inspection of the offered premises.
- i. Preference will be given to the independent building having space over 10th floor with adequate parking space (for minimum 15 cars and minimum 20 Two wheelers) in the compound / basement of the building besides other required amenities readily available.
- j. Preference will be given to the premises owned by the Govt. Departments / Public Sector Units/Banks.
- k. In case, in the opinion of the Company, the L-1 bid received is found higher than the prevailing rent in the locality, the SBI-SG Global Securities Services Pvt Ltd, may consider cancelling Price Bids of all qualified bidders and may opt for fresh bidding through reverse Auction Process. In this connection, decision of SBI-SG Global Securities Services Pvt Ltd shall be final and binding to all the bidders.

INSTRUCTIONS TO THE TENDERER

Please read these instructions carefully before filling up the application form.

- 1. Conditional bids are liable to be rejected.
- 2. Please note that offers from brokers will not be entertained.
- 3. **Invitation:**
The bidders desirous of offering their premises to **SBI-SG Global Securities Services Pvt Ltd** 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 (L-1) will be as the terms of this tender document.
- 4. **Eligibility Criteria:**
Bid is open to all Bidders who fulfil the prescribed eligibility criteria. For details of eligibility criteria, please refer to the provisions contained in this tender.

5. Disclaimer:

- a. The information contained in this RFP document or information provided subsequently to Bidder(s) in documentary form/email by or on behalf of SBI-SG Global Securities Services Pvt Ltd, is subject to the terms and conditions set out in this RFP document.
- b. This RFP is not an offer by SBI-SG Global Securities Services Pvt Ltd, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise out of this RFP process unless and until a formal Contract is signed and executed by duly authorized official(s) of SBI-SG Global Securities Services Pvt Ltd with the selected Bidder.
- c. 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. SBI-SG Global Securities Services Pvt Ltd may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- d. The SBI-SG Global Securities Services Pvt Ltd, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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.
- e. The SBI-SG Global Securities Services Pvt Ltd 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.
- f. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required in the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

6. Tenders are invited in two bid system:

The bidders/lessors are requested to submit the tender documents offline and EMD should be submitted before due date and time of opening of Technical bid at the following address:

The Chief Financial Officer

SBI-SG Global Securities Services Pvt Ltd
'B' Wing, Jeevan Seva, Annexe
Building, S. V. Road, Santa Cruz
(West), Mumbai 400054.

7. Clarification and amendments on RFP/Pre-Bid Meeting:

- a. Bidder requiring any clarification about the Bidding Document may notify in writing strictly as per the format given in Annexure-H, to be submitted only through e-mail by the stipulated date and time at Email ID cfo@sbsgcsl.co.in No other mode of communication will be entertained.
- b. A pre-bid meeting will be held on the date and time specified in the NIT. The meeting should be attended by the authorized representatives of the bidders who are empowered to respond to this RFP. Such authorized person should not be a broker. Moreover, only one authorized person from each applicant shall be allowed to attend the pre-bid meeting.
- c. The queries received (without identifying source of query) and response of the SBI-SG Global Securities Services Pvt Ltd thereof will be posted on the Company's website or conveyed to the qualified bidders through E-mail within Two working days. The interested parties/bidders are advised to check the company's website as well as their Email regularly till the date of submission of Tender specified in the schedule of events to ensure compliance of the clarifications / amendments issued by the SBI-SG Global Securities Services Pvt Ltd prior to submission of their Bids.
- d. No request for change in commercial/legal terms and conditions will be considered and queries in this regard, therefore will not be entertained.
- e. Queries received after the scheduled date and time will not be responded/acted upon.

8. Bid integrity:

1. Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract / tender at any stage of the process without prejudice to other actions that SBI-SG Global Securities Services Pvt Ltd may take.
2. All the submissions, including any accompanying documents, will become property of SBI-SG Global Securities Services Pvt Ltd.

9. Tender Documents:

- A. Technical Bid:** Comprising of the following documents to be submitted to the **Chief Financial Officer** SBI-SG Global Securities Services Pvt Ltd 'B' Wing, Jeevan Seva, Annexe Building, S. V. Road, Santa Cruz (West), Mumbai 400054 by the stipulated date and time.

- a. Draft / Pay Order of Earnest Money Deposit of an equivalent amount as mentioned in NIT favouring SBI-SG Global Securities Services Pvt Ltd. payable at Mumbai.
- b. Copy of registered Agreements etc. between owners and the land owners, in case the land does not belong to the owners.
- c. Status and ownership of the title - copies of the supporting documents to be attached.
- d. Assent from the owners/ stake owners.
- e. Copies of Site Plan, Layout and Building plans approved from statutory body i.e. Municipal Corporation etc., brochure of the premises.
- f. Copy of the Occupation Certificate for the Ready to occupy premises/Building.
- g. Structural stability Certificate issued by the Structural Consultant of the Building.
- h. Photographs of the Building covering major areas, aspects/amenities in the building.
- i. List of amenities available or proposed to be provided viz., floor finishes, lift lobby, entrance lobby, external facade, Floor to floor height, number of toilets on each floor, number of Passenger Lifts as well as Service Lifts (exclusively offered for use by the SBI-SG Global Securities Services Pvt Ltd, if any), finishes of staircase, Types of the Air-conditioning system, Details of Power Load, Power Backup capacity, Parking space available etc.
- j. Evidence of connected and sanctioned electrical load that can be exclusively used by SBI-SG Global Securities Services Pvt Ltd. Evidence should be in the form of communication from Electricity Board (total load) and letter from the bidder (for load apportioned to SBI-SG Global Securities Services Pvt Ltd).

B. Price Bid:

- a. The Sealed **Price Bid** is required to be submitted along with the Technical Bid and other documents in a **separate sealed envelope** as required in terms of the tender.
- b. Date and time of opening of the price bids will be intimated to all qualified bidders well in time by the SBI-SG Global Securities Services Pvt Ltd.

- c. The Price bid should be submitted in the prescribed format quoting individual rates for each and every item including Rent of Premises with Parking and Air conditioning, Rent for furniture, Building Maintenance charges including pro-rata common facility charges, Parking charges for parking of additional cars, scooters as may be required as per the tender.
- d. In the Price bid "Rent of Premises" shall mean "Rent Per Sq. Ft of 'usable Carpet Area' of the proposed Commercial Building constructed and finished in all respect and ready for occupation with all basic amenities (with Occupation Certificate from competent authority) and requirements as under:-
 1. Doors/Windows/Vitrified Tile flooring/Washrooms/Pantry/Kitchen/ etc.
 2. False ceiling in the entire premises.
 3. Electrical Lights and Fan Point wiring with LED Lighting fixtures to maintain adequate LUX Level for office buildings,
 4. Centralized Air Conditioning of the entire floor area using Chiller Plant/VRV/VRF etc.
 5. Providing and maintaining Smoke detectors, Sprinklers, Wet risers, Fire sensors etc. as required as per local Municipal/Govt. authorities Firefighting and safety norms.
 6. Lifts, Staircase, Emergency Staircase/Fire exit etc.
 7. 24 Hours Potable water supply.
 8. Providing separate Raceways under floors for laying Electrical and Data & Telephone cablings.
 9. Availability of specified capacity (Minimum 200 KW) connected power Load.
 10. Any other amenities mentioned in this tender.

Bid Evaluation:

Bid evaluation shall be made on the **QCBS/Techno Commercial Evaluation** basis. All the offers received will be screened and shortlisted by the in-house Premises Committee of SBI-SG based on the requirement specified and the details submitted by the bidder, also if required by carrying out inspection of the offered sites/premises. All such shortlisted offers will be further inspected and examined by the Premises **Committee** and will be further evaluated on the qualitative aspects in various parameters like locational, distance from nearest Suburban Railway Stn. Available Fit-outs, Lifts, Acs and other amenities, exclusivity, nearby surroundings, proneness to water logging / flood etc., quality of construction, efficacy of internal layout of building etc. as given in the **Annexure – 'D' and scoring/markings shall be allocated for the respective offers by the Committee.** The decision of

Premises Committee in respect of assigning scores on the basis of parameters as described in the annexure will be binding on all the bidders and the same will not be challengeable.

The ratio of the weightages to be assigned to the qualitative aspects as mentioned above and to the rate / price quoted in the price bid will be in the ratio of **40% and 60%** respectively as mentioned on **Page 41, 42 & 43** below **Annexure – 'D'**. With a view to bring all the offers on common platform / payment terms etc. if required, SBI-SG at its discretion may call further price bids from all such shortlisted bidders.

The offers will be arranged in order of merit based on the marks secured in Techno Commercial Evaluation / QCBS. However, SBI-SG reserves the right to accept or reject any or all the offers or part of the offers without assigning any reasons there for.

e. In the Price bid “Provision of furniture and fit outs” shall mean “Supply and installation” of the following by the perspective bidder as per Drawings/Floor Plans/Layout plans approved by the SBI-SG Global Securities Services Pvt Ltd and at their own cost:

1. Erection of adequate number of Chambers/Cubicles/Cabins of sizes as per Drawings/Floor Plans/Layout plans approved by the SBI-SG Global Securities Services Pvt Ltd.
2. Wall Panelling as per drawings.
3. Tables of required sizes, Veneer finish, Melamine polished with Quality and finish in all the Cabins/Cubicles/Chambers as well open office area as per drawing/layout approved by the SBI-SG.
4. Side runners and Back Credenza as per specifications and finishes matching with Tables and other furniture in all Chambers/Cabins and as required as per approved drawings.
5. Modular workstations of approved make (preferably Godrej/Wipro/Feather lite or equivalent) and Sizes, specifications, and arrangements as per approved drawing.
6. Supply and placing approved Model Godrej/Wipro/Feather lite or equivalent approved make Chairs. (Models will be approved by the Company).
7. Sofa Sets in the Waiting areas, Executive Chambers/Cabins etc. as per drawing.
8. Providing Board Room/Conference Rooms/Meeting Rooms with all essential furniture Veneer finish, Melamine polished viz. Conference table, Chairs, Consoles etc.,
9. Separate dining rooms for Staff, Officers and Executives with required furniture i.e. Dining Tables, Chairs etc. as per drawing.
10. Providing concealed UPS Electrical Power supply Circuit wiring using FR Grade approved Brand wires with Modular Switch/Sockets and Data cabling using CAT6 Data Cables (Finolex/D-Link or approved make) with Modular Jack, Telephone cabling with Modular Jack with Box to all Tables /Workstations /Cabins/ Chambers/ Cubicles/Board Rooms/Meeting room and Conference Room etc. as per approved drawing.
11. Providing Digital EPABX system of adequate capacity for Intercom/Telephone connection/points at each table and workstation.
12. Providing adequate Digital CCTV Cameras with Digital DVR and associated wiring/cabling.

Note:

1. Rent for Furniture/Fixtures/Fittings should be quoted separately as per the format provided with the Price Bid tender.

2. The responsibility of maintenance of entire furniture and fixtures during currency of the lease will remain with the Landlord at their own cost and the Company shall not bear any expenses thereof.
3. In case of default in arranging Repairs/maintenance of furniture by the Landlord, even after expiry of reasonable notice period, the Company will be at liberty to get the same done from any agency and actual expenses will be recovered from the rental dues of Landlord.
10. **Usable Carpet Area:** The actual usable carpet area of the approved premises shall be the area measured jointly by the Company's (SBI-SG) authorized Architects/Engineer and the bidder/landlord or their authorized representative in terms of the standard provisions as detailed vide **Annexure-X** below (**Page-18**)

USABLE CARPET AREA

The usable Carpet Area shall be Built-up Covered Area

Inclusive of

- a) **Carpet Area of Canteen including Kitchen, Pantry and Store** attached to it.
- b) **Bathroom and Lavatory.**

But Excluding:

- a) **Area of the wall** measured up to the external face of cladding **including Door and other openings** in the wall; **Pillars, intermediate pillars, supports or any other such obstruction within the plinth area irrespective of their location**; Pilaster along wall exceeding 300 cm² in area; Flues which are within the wall; **Built-in cupboard, almirah and shelf appearing within a height of 2.2 m from floor**; and Fire place projecting beyond the face of the wall in living or bed room. Thickness of wall should be inclusive of finishes.
- b) Area of loft;
- c) **Area of architectural band, cornice, etc;**
- d) Area of vertical sun breaker or box louver projecting out and other architectural features, for example slab projection for flower pot, etc;
- e) **Verandas;**
- f) **Corridor and passage;**
- g) **Entrance hall and porch;**
- h) **Staircase and stair-cover (Mumty) including Open spiral/service stair cases**
(NOTE — In a hall or basement, areas of portion 1 m beyond last step shall be part of the staircase)
- i) **Shaft and machine room for lift**
- j) Open platform;
- k) **Terrace;**
- l) **Area of Mumty, Machine room, towers, turrets, domes projecting above terrace level.**
- m) **Air-conditioning duct and**
- n) **AC Plant room; and**
- o) **Shaft for sanitary/water supply installations and garbage chute, electrical and firefighting, air-conditioning, telecommunication, lift.**
- p) **Floor without Cladding (Stilted Floor)**
- q) **Garage**

11. **The Furnishing of Premises** will constitute of the following requirement of various Items for every 18,000 Sqft +/- 15% of usable Carpet Area.

Sr. No.	Item	Quantity	Brief specification
1	Workstation	200	Modular furniture with low height partition in laminate finish. All chairs are good quality revolving and tilting as per company's standard.
2	Cubicle	15	Table + side storage in veneer with melamine finish
3	Cabin Type One (10 sq. mtr. each)	12	Full height partly glazed partitions and wall panelling in veneer with melamine polish
4	Cabin Type Two (20 sq. mtr. each)	1	Full height partly glazed partitions and wall panelling in veneer with melamine polish
5	Cabins Type Three (30 sq. mtr.)	2	Full height partly glazed partitions and wall panelling in veneer with melamine polish
6	Meeting rooms (20 sq. mtr.)	4	Full height partly glazed partitions and wall panelling in veneer with melamine polish
7	Meeting rooms (15 sq. mtr.)	3	Full height partly glazed partitions and wall panelling in veneer with melamine polish
8	UPS / Switch room (15 sq. mtr.)	1	Full height Brick masonry wall finished with plaster, paint etc.
9	Store room (30 sq. mtr.)	1	Full height both side laminate finished partition with adequate storages
10	Board Room	1	25 persons capacity
11	Conference Room	1	50 persons capacity
12	Pantry Room	1	25 seater capacity
13	Vault Room (20 Sq Mts)	1	
14	Record Room (30 Sq Mts)	2	
15	Store Room for IT Department	1	IT Department
16	Visitor Room	1	Adjacent/Near to Reception/Visitor's Room
17	Wash Room for MD/DMD	1/1	Attached with Cabin of MD/DMD
18	Dining Rooms for Officer	1	10 seating capacity

- All the above-mentioned Furniture/Fixture/fittings items should preferably be brand new or excellent in serviceable condition subject to approval of SBI-SG Global Securities Services Pvt Ltd.
- In addition to above, The Landlord has to provide furnished boardroom (1 number of 25 persons capacity), conference room (1 room of 50 persons capacity), Separate Dining Rooms for Officer with 10 seating capacity, Staff and Executives, Pantry, Serving area, Hand wash area etc. as per the company's requirement and layout approved by the SBI-SG Global Securities Services Pvt Ltd.
- The requirements of furniture / cabins etc. mentioned hereinabove is tentative one. However, the Bidder shall be bound to furnish the area as per actual requirement and layout plan approved by SBI-SG Global Securities Services Pvt Ltd within the rent quoted in their tender and approved / accepted by SBI-SG Global Securities Services Pvt Ltd.
- The responsibility for the maintenance of all Furniture, Fit Out, Equipment's, Plants, Installations will remain with the bidder at their cost and the Company shall not become party for the same.
- All the workstations shall be provided with dual data points.
- Number and size of switch room requirement depends on, number of network rack to be placed inside the switch room and on UTP (Cat6) cabling distance limitation of 100 mtr. The network switch room shall be protected from unauthorized access and have adequate space for opening front and Back door for maintenance activity.
- Network rack should be provisioned with cable managers, patch panel, LIUs patch cords (UTP Cat6 as well as Fiber) etc and have 42 U (Min. 800 x 1000 mm) with perforated door and 15 no. power socket PDU (Indian – type power socket) each socket of capacity 15 Amps. The Patch cords (UTP cat6) shall be connecting each workstation to I/O point.
- All meeting / conference rooms shall have adequate number of LAN data points and minimum two voice point.
- UTP cabling distance from switch to any endpoint (workstations Lan I/O point) should not exceed more than 80 mtr. and cater for minimum 1 GbPS.
- All switch room uplinks (Multi-mode fiber (OM4) should be provisioned from core switch room with minimum capacity of 10 GbPS and shall be terminated on LIU.
- All UTP cabling components (Jacks, Patch panel, Patch cords etc.) must be CAT 6 Certified and extra caution must be given to proper termination of the cable ends.
- To ensure the installation has been performed according to CAT 6 guidelines and standards, a thorough test report using certified cable analyzer shall be provided to the Company by the Landlord / Owner.

- **Labeling:** Physical labeling for all cables and related components is mandatory. The ability to locate, isolate and manage required components will depend heavily of adhering to a logical labeling scheme to enable expedient patch panel and switch port identification. Patching from patch panel to switch ports, end data points, labelling and tagging of data cabling. A detailed layout diagram of data cabling shall be made available.
 - In order to extend State Company, connect at proposed site, we have to avail WAN Links connectivity from different Telecom service Providers (e.g. MTNL, BSNL, AIRTEL, RAILTEL, Vodafone, TCL, Reliance Jio etc). To get TSPs links till our, Router, the required cabling from TSPs MUX to our Router require to be arranged Landlord/Owner of the building. The Landlord /owner shall also provide adequate space, power supply and related infra for installation of TSPs MUX at site. Roof top rights for installation / erection of Antenna for RF/VSAT/BTS etc.
 - Voice Cabling: EPABX system, MDF etc, Telephone instruments, Intercom/voice cabling for each workstation, Termination, labelling, MDF record of voice caballing shall be provided. One onsite resource should be provided for day to day support, maintenance and management of intercom facility.
 - Audio Visual Systems – for Boardroom, Large conference rooms & meeting rooms: Audio visual systems (suitable large size displays (98” or above) as per the company’s requirement, local sound re-enforcement, adequate number of mikes, ceiling speakers, audio amplifiers, mixer, switchers, HDMI cables etc) for Boardroom, Large conference room and meeting room. (This will be procured by the company and landlord has to provide all support /no objection and others, if any for installation of all Audio Visual Systems and others)
 - The mobile Signal Booster & internet / WI FI facility shall be installed/arranged by landlord as per company’s requirements.
12. Rent quoted for the premises shall include cost of supply, installation and Operation of Air Conditioning plant of premises considering ambient temperature of 24°C including its maintenance through AMC with OEM.
 13. Rent for the additional Cars/ Scooters over and above the Parking available within the in-built up rental shall be in terms of number of vehicles in the Price bid for which additional parking space shall be made available and the same area shall be earmarked with suitable paint markings as per Indian Standard including availability of adequate manoeuvrability spaces all around. The space will be exclusively available for the SBI-SG Global Securities Services Pvt Ltd.
 14. Responsibility for Operation and maintenance of AC, Electrical Substation, Fire control room and all other such installation shall remain with landlord only without any extra cost to the Company and SBI-SG Global Securities Services Pvt Ltd shall not be party for the same.
 15. 100 % Power back up shall be provided.
 16. The Bidder/landlord will arrange to provide separate Energy Meter for the proposed premises / space. The payment of actual consumption recorded therein will be made

directly by the SBI-SG Global Securities Services Pvt Ltd to the Electricity Distribution Company.

17. Bidder/Landlord will ensure / provide hinderance free routes / access for laying of network, data, telephone and electricity cables in the premises offered to the Company from any direction without any hindrance.
18. Firefighting equipment should be provided, operated and maintained in good running condition at all times during currency of lease by the landlord including providing full time (24x7) qualified operator within the quoted rent and no extra cost shall be borne by the Company. The firefighting equipment/systems should comply with the Maharashtra Fire Prevention and Life Safety Measures Act 2006. Responsibility for renewal of license / permission in this regard shall be with the landlords. The Bidder/landlord should produce certificate of compliance at the required periodicity.
19. As the part office space may be used to function in three shifts, approximate 20% of the total area should have air conditioning by split / window/ VRF AC independently to render AC system for the operation in all weekdays. However, maintenance of all AC units will be ensured by the Bidder/landlord without any extra cost to Company.
20. All permissions required from the competent local authorities for peaceful occupancy and use of the offered property by the Company shall remain with the Bidder before making an offer to the Company and ensure its validity/renewal in future and from time to time, as may be required.
21. Company reserves the right to sublet / permit the usage of the premises to its Associates and Subsidiaries and no additional rent/compensation will be paid to the Bidder/landlord.
22. Bidder/Landlord shall be responsible to carry out necessary additions/ alterations to the premises at their own cost as per plan approved by the Company. Company has the liberty to modify the interior of the premises and landlord has to permit any modification required including installation of any system/equipment/gadget that is required for the functioning or safety of the Company except structural modification to the load bearing structures/members.
23. The Bidder/landlord should ensure that the building should be kept in good condition, and where the external façade is of glass, the cleaning of the glass should be arranged by them periodically.
24. The responsibility for cleaning and maintenance of all common amenities and areas will remain with the Bidder /Landlord within the approved rent of premises.
25. In case the Company will be the sole occupant of the premises offered for lease, the security will be arranged by the Company.
26. The other mandatory requirements in respect of premises to be hired are asunder:
 - a. Building Type: Single Building with large floor plates with modern amenities. Area offered should be on contiguous floors.

- b. Air-conditioning: Building should be equipped with central air-conditioning system with chiller plant. Each floor should have AHU (Air Handling Unit).
 - c. The offered premises should have an exclusive entrance with availability of adequate space exclusively in the possession of Company to keep Baggage X-Ray scanner machine, bio metric access, Metal Detectors, CCTV Cameras etc.
 - d. The proposed office is a high security premises and should have one-point entry/exit.
34. If the premises is offered in two floors, please indicate the floor wise area and number of parking spaces offered should be indicated separately exclusively used for SBI-SG Global Securities Services Pvt Ltd.
35. The successful bidder/lessor shall be responsible to procure all essential and applicable permission / licenses as per local authority norms viz
- a. Municipal license/ NOC / approval for Company activities in the premises.
 - b. License from the competent authority for operation of Lifts including its periodical renewal at Landlord's cost.
 - c. Approval of Layouts etc from Local Civic Authority/collector/town planning etc. for carrying out the interior furnishing of the premises by the Company.
 - d. Seeking completion certificate from Municipal authorities after the completion of interior furniture work.
 - e. To arrange required additional electrical power load, if any at his/her cost from the State Electricity Board or any other private electricity company in that area etc.
 - f. Make provisions for installation of AC Outdoors Units, company's Signage (of required size) at front & side fascia,
 - g. Providing suitable earthlings, Earth stations, V-SAT, etc within the compound by the bidders/lessor at no extra cost to the Company.
36. Bidder/Lessor should obtain and furnish the structural stability certificate from the licensed structural consultant at his cost.
37. SBI-SG Global Securities Services Pvt Ltd shall be at liberty to occupy unfurnished premises. In such an eventuality, the landlord shall arrange to submit the Plans/proposal to the Municipal Corporation/Collector/town planning etc. and procure necessary approval thereof within one-month time from the date of receipt of approval of all such plans/drawings for proposed Furnishing and Fit Out from SBI-SG Global Securities Services Pvt Ltd along with other related documents so that the interior renovation work can commence.
38. After the completion of the interior works, etc. the lease agreement will be executed and the rent payable shall be reckoned from the date of occupation of the premises by the Company. The lease agreement will include inter-alia, a suitable exit clause and provision of de-hiring of part/full premises.
39. The rent quoted should be inclusive of all present and future taxes whatsoever including municipal charges, society charges, maintenance etc. excluding GST which shall be reimbursed extra at applicable rate.

40. Bidder/Landlord has to ensure 24 hrs potable water supply at their cost. However actual water consumption charges will be borne by the Company for which separate work storage and metering arrangement shall be arranged by the landlord.
41. All civil, interior & furnishing, electrical, air conditioning, data cabling, EPABX system, CC TV, Biometric access & firefighting etc. works to be carried by the Bidder/landlord at their own cost before handing over possession to the Company as per the Company's approved layout plan and specifications.
42. Premises should have an independent/direct 24x7 free access from the road and not through some other establishment.
43. The offers submitted by qualified bidders participating in price bid should remain valid at least for a period of 120 days, to be reckoned from the last date of opening of price bid.

GENERAL CONDITIONS OF CONTRACT

1. **Definitions:** The various terms used in this tender shall be interpreted as indicated below:

S. No.	Term	Description
1	Bidder / Owner / Landlord	Entity/firm/individuals participating in the Bidding process as owner of the property in response to this RFP and shall include his/their legal heirs, successors and assigns.
2	Bid	Tender Documents submitted by the Landlord or their authorized representative in the specified format.
3	Lease Agreement/Service Level Agreement	Agreement entered between the Company and the successful bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
4	EMD	Earnest Money Deposit
5	LOI	Letter of Intent
6	RFP	Request for Proposal
7	ISD	Initial Security Deposit
8	PBG	Performance Bank Guarantee
9	LOU	Letter of Understanding

2. **Clauses:**

Earnest Money Deposit (EMD):

- a. The Bidder shall furnish **EMD of Rs 1,00,000/- (Rupees One Lakh only)** by way of Demand Draft/Pay Order issued by any scheduled Company drawn in favour of SBI-SG Global Securities Services Pvt Ltd and payable in Mumbai.
- b. The original EMD should be submitted to the office of SBI-SG Global securities Services Pvt Ltd together with the Technical Bid.
- c. Bid not accompanied by the specified EMD shall be disqualified.
- d. The EMD of the unsuccessful Bidders shall be returned within 60 days from the date of opening of Price Bid.
- e. No interest is payable on EMD.
- f. The EMD of the Bidder may be forfeited under the following circumstances: -
 - g. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - ii. if a Bidder makes any statement or encloses any form/document which turns out to be false / incorrect at any time prior to signing of Contract.
 - iii. If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in any future tenders / RFPs floated by the SBI-SG Global Securities Services Pvt Ltd or its department in future, as per sole discretion of the SBI-SG Global Securities Services Pvt Ltd.

3. **Governing Language:** The governing language shall be English.

4. **Scope of Work:**

Acquisition of office premises of about 18,000 Sq. Ft. +/- 15% usable Carpet area on long term lease for SBI-SG Global Securities Services Pvt Ltd, Santacruz, Mumbai.

5. **Award Criteria:**

- i. SBI-SG Global Securities Services Pvt Ltd will notify the successful bidder in writing by letter of Intent (LOI) by Speed Post or Email that their bid has been accepted. The Selected bidder has to return the duplicate copy of such letter to the SBI-SG Global Securities Services Pvt Ltd within 07 (Seven) working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. Submission of the Copy of Board Resolution or Power of Attorney showing that the Signatory is authorized to sign the acceptance letter of Intent (LOI) as well as to execute the contract.
- iii. The successful bidder shall be required to enter into a Lease Agreement with the SBI-SG Global Securities Services Pvt Ltd, within 90 days of award of the tender or within

such extended period as may be decided by the SBI-SG Global Securities Services Pvt Ltd.

- iv. Until the execution of a formal Agreement, the Bid document, together with the SBI-SG Global Securities Services Pvt Ltd notification of award and the Bidder's acceptance thereof, would constitute a binding contract between the SBI-SG Global Securities Services Pvt Ltd. and the successful Bidder.
- v. SBI-SG Global Securities Services Pvt Ltd 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.

6. Lease Agreement:

The successful bidder shall execute the Registered Lease Deed for a minimum period of 5 years as per the Format approved by the SBI-SG Global Securities Services Pvt Ltd covering its Standard Terms and Conditions besides the Terms and Conditions stipulated in this tender.

The draft agreement will be finalized by the SBI-SG Global Securities Services Pvt Ltd in consultation and approval of SBI Law Department.

The Stamp Duty and Registration charges towards Registration of Lease Deed with the competent authority shall be born equally (50:50) by the Successful bidder and the Company.

7. Insurance:

The Successful bidder shall keep the demised premises insured at all times during the term hereby created or any extension/s thereof from loss or damage by fire, earthquake, riots and against such other risks as may be required by the SBI-SG Global Securities Services Pvt Ltd and to make all payments necessary for the above purposes within three days after the same shall respectively become payable and to produce to the SBI-SG Global Securities Services Pvt Ltd or its agent on demand the several policies of such insurance and the receipts for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises and to make up any deficiency out of the Successful bidder's own moneys.

8. Lease Period:

- i. Initial lease period of 5 years with pre-determined enhancement in rental for another term/ block of 5 years. A consent letter for further 2 terms each of 5 years on mutually agreed terms.
- ii. The Company reserves its rights through requisite exit clause in the Lease Deed to facilitate full / part de-hiring of space/area by serving 3 months prior written notice.
- iii. The Company reserves the right to terminate the Agreement and vacate the premises any time prior to expiry of the Lease Term by giving three months prior notice to the

Successful bidder. The Successful bidder shall not be entitled to claim any compensation/loss of profit arising out of such termination and vacation of premises.

9. Taxes and Rent:

- a. The Successful bidder should have valid PAN Number & GST Number
- b. The Income tax and other taxes as applicable will be deducted by the Company at source while paying the monthly rentals and other charges of the premises to the Successful bidder.
- c. The responsibility towards payment of following Taxes/Charges will remain with the Bidder/Landlord to the respective Department/Organization/Agencies:
 - a. Payment of all taxes (present / future) pertaining to the premises including property tax, water tax, municipal tax etc. levied by the Central / State Government local authorities on the premises.
 - b. License fee payable to the various authorities for renewal of Licenses of Electrical Installations/Sub Station, Lifts, Fire Fighting Installations, Sewage Treatment Plant, RO Water Treatment Plant/Water softeners, EPABX etc.
 - c. Annual Maintenance Contract (AMC) Charges (including Operational Maintenance of all Equipment/Fixtures etc provided by the Landlord with respective Maintenance agencies/OEMs for (i) AC Plant including Window/Split/Cassette/VRV/VRF Type Air-conditioners, (ii) Lifts/Escalators (iii) Fire Fighting Installations (iv) DG Sets (v) EPABX system (vi) CCTV Installation (vii) Water Pumps (viii) Any other equipment provides in the premises.
- d. Income Tax and other statutory clearances, if required, shall be obtained by the Bidder/landlord at their own cost as and when required.
- e. All payments to the landlord shall be made by Company through Account Payee Cheque or RTGS/ NEFT.
- f. Rent will be paid only after Occupancy Certificate has been received and hand over of the premises complete with all fitments to the satisfaction of the Company whichever is later. The Owner / landlord should mention a confirmed date by which he will obtain and produce to the Company the Occupancy Certificate, however the date of submission of OC should not be later than 120 days from the date of opening of Technical Bid.

10. Penalty:

Penalty clauses for non-fulfilment of the following T&C shall be as follows:

S. No.	Item	Penalty (% of current monthly rental ^{***})
1	Water not available for 4 hours or more	0.1% per instance
2	Electricity outage for more than ½ hour	0.5% per instance
3	50% or more than 50% of the lifts not working for more than 4 hours	0.1% per instance
4	A.C. outage for more than ½ hour	0.5% per instance
5	Delay in handing over	If more than 120 days from the date of LOI, SBI-SG Global Securities Services Pvt Ltd has right to impose penalty of Rs.10,000/- per day for delayed period.

- ***** Monthly rental** means Rent of Premises, Rent of furniture and Fit out, Building maintenance charges, Common Facility Charges, Parking Charges, Generator fuel consumption charges.
- Maximum penalty in a month shall not exceed 5% of the monthly rental ***.
- Penalty shall not be levied in case of force majeure.
- Penalty if any, calculated during the month will be recovered from next month rent.

11. Disputes/Arbitration

- Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any revision of the same, thereafter.
- All questions, claims, disputes or differences arising under and out of, or about the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties as per the above-mentioned provision.
- The place of Arbitration shall be Mumbai.

- iv. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- v. The award of the arbitrator shall be final and conclusive and binding upon the Parties. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any revision of the same thereafter and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- vi. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only.
- vii. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by email / speed post / by postage prepaid registered post with acknowledgement due or by a reputed courier service (to the designated address / email as mentioned in the contract), in the manner as selected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by email, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

ANNEXURE-A

(To be submitted along with Technical bid)

BID FORM (TECHNICAL BID)

[On Applicant's letter head]

Date: _____

The Chief Financial Officer
SBI-SG Global
Securities Services
Pvt Ltd
B Wing, Jeevan
Seva, Annexe
Building, SV Road,
Santacruz, Mumbai
400054.

Dear Sir,

Ref: RFP No. dated. _____

HIRING OF PREMISES AT MUMBAI

I. I / We have thoroughly examined the Terms and Conditions of above RFP, the receipt of which is hereby duly acknowledged and fully understood the requirement of the SBI-SG Global Securities Services Pvt Ltd and subsequent pre-bid meeting clarifications/ modifications / revisions furnished by the SBI/SBI-SG Global Securities Services Pvt Ltd.

I / We shall abide by the terms and conditions spelt out in the RFP including clarifications of Pre-bid meeting. I / We shall participate and submit the commercial bid on the date advised to us.

II. While submitting this bid, I / We certify that:

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

b) I / We declare that I / We am / are not in contravention of conflict of interest obligation mentioned in this RFP.

c) The rates/ prices submitted by me / us in the Price Bid have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

- d) The rates/ prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - e) I / We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
 - f) The rate quoted in the indicative price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the SBI-SG Global Securities Services Pvt Ltd, without any exception.
- III. If our offer is accepted, I / We undertake to complete the premises and hand over the possession to SBI-SG Global Securities Services Pvt Ltd as specified in this RFP.
- IV. I / We agree to abide by all the terms and conditions of this RFP, and the rates quoted therein by us for the premises to be provided to the SBI-SG Global Securities Services Pvt Ltd up to the period prescribed in the Bid, which shall remain binding upon us.
- V. I / We certify that I / We have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the SBI-SG Global Securities Services Pvt Ltd submitted by us in our Bid document.
- VI. It is further certified that the contents of our bid are factually correct. I / We also accept that in the event of any information / data / particulars proving to be incorrect, SBI-SG Global Securities Services Pvt Ltd will have the right to disqualify us from the bid.
- VII. I / 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.
- VIII. If our bid is accepted, I / We undertake to enter into and execute at our cost, when called upon by the SBI-SG Global Securities Services Pvt Ltd to do so, a contract in the prescribed form and I / We shall be jointly and severally responsible for the due performance of the contract.
- IX. The name(s) of successful bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the SBI-SG Global Securities Services Pvt Ltd and/or communicated to the successful bidder(s).
- X. We agree that in case, in the opinion of the Company, the L-1 bid received is found higher than the prevailing rent in the locality, the SBI-SG Global Securities Services Pvt Ltd, may consider cancelling Price Bids of all qualified bidders and may opt for fresh bidding through E-reverse Auction Process. In such an eventuality, we undertake that we shall not object to the decision of SBI-SG Global Securities Services Pvt Ltd and shall be ready to participate in the Reverse Bidding for the purpose.

XI. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the SBI-SG Global Securities Services Pvt Ltd in the RFP document.

Dated this day of 2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Seal of the Bidder/Landlord.

ANNEXURE B**(To be submitted along with Technical Bid)****DETAILS OF OFFER**

With reference to your advertisement in _____, Mumbai dated the _____, I/We hereby offer the premises owned by me/us for Leasing the office of SBI-SG Global Securities Services Pvt Ltd, Santa Cruz on lease basis.

A	General Information	
1	Name of the landlord	
2	Mobile No	
3	PAN No.	
4	GST No.	
5	Email id	
6	Name of the building offered	
7	Location of Premises offered	
8	Floor of the Premises offered (Ground /First floor etc.)	
9	Plot No.	
10	Name of the Street	
11	Name of the City with Pin code	

B	Technical information	
1	Building	Load bearing OR Framed structure
2	Type of the building	Commercial/ BFSI office space
3	Total No. of floors	Nos.
4	Floor wise Carpet area available	Sq. Mtr.

Stamp and signature of the bidder/Land Lord

5	No of Floors being Offered to the SBI-SG Global Securities Services Pvt Ltd with Carpet area (Floor-wise)	Nos (Mention floor Nos) Carpet AreaSft
6	Does the building have Clear and marketable title	YES / NO *
7	Total parking space available in the premises	No. of Cars No. of Two Wheelers
8	Total parking space offered to the SBI-SG Global Securities Services Pvt Ltd within the premises	No. of Cars /No. of Two Wheelers

C Status of the Premises		
1	Is Building ready for occupation	YES/NO
2	If not, then how much time will be required for making it ready for occupation. Also state current stage in brief.	 Days

D Amenities Provided		
1	Electrical power supply (Please specify currently connected power Load)	YES/NO
2	Running Potable water supply	YES/NO
3	Adequate number of toilets for: - Ladies - Gents - Toilets for Physically disabled persons	No of Toilets No of Toilets No of Toilets
4	Whether plans are approved by the local authorities	YES/NO
5	Whether NOC from the Fire Department obtained	YES/NO
6	Whether occupation certificate has been received	YES/NO

Stamp and signature of the bidder/Land Lord

7	Whether direct access is available from the main road	YES/NO
8	Whether standby (generator) power supply is available. If Yes, mention capacity available.	YES/NO
9	Whether fully air conditioned? If yes, please mention Type of ACs provided.	YES/NO
10	How many lifts with the specifications (Loading capacity) can be made available for exclusive use of SBI-SG Global Securities Services Pvt Ltd	(i) Passenger LiftsNos ,persons (ii) Service Lift Nos. Capacity
11	Mention the list of other amenities which are provided including Fire Fighting, CCTV surveillance, Biometric access, Metal detectors etc.	
12	Whether structural stability certificate Is available form qualified Structural Consultant?	YES/NO

E	Approximate distance of Offered premises from following places (in Kms)	
1	Suburban railway station	 Kms
2	Hospital	 Kms
3	Bus Stop	 Kms
4	Airport	 Kms

F	Other facilities	
1	Car Parking (Nos)	 Nos
2	Two Wheeler parking (Nos)	 Nos
3	Capacity of DG Set / Back Up Power	KW
4	Firefighting arrangement	YES/NO

Stamp and signature of the bidder/Land Lord

G	Any other special features of the building	
1	Total sanctioned electrical load available Provision for Additional power requirement	 KW KW
2	Whether Structural Stability Certificate obtained (Certificate shall be from licensed structural Engineer of BMC/NMMC)	YES/NO
3	Source of the water supply to the building	

Stamp and signature of the bidder/Land Lord

H	List of Documents to be attached:	
The following documents shall be enclosed with the Technical bid :		
List		Enclosed (YES/NO) or Fill the column as required
1	Sale/purchased /conveyance deed duly registered with the registrar prior to the current Lease deed	
2	Photocopy of approved /sanction layout;	
3	Photocopy of last paid house/property tax;	
4	Photocopy of last paid electricity /water bill;	
5	Photocopy of last paid society charges, if any;	
6	Completion certificate issued by the concerned authority confirming that structure is constructed as per approved plan;	
7	Documents confirming that property is clear & no lien/charge has been created;(The SBI-SG Global Securities Services Pvt Ltd shall obtain legal title investigation report from the SBI empanelled advocate at own cost which shall be reimbursed by the successful bidder.)	
8	Ownership details with percentages;	
9	Elevation drawings of front & side;	
10	Photocopy of PAN Card.	

11	Photocopy of Certificate of incorporation (in case of Company)	
12	Photocopy of Partnership Deed (in case of Partnership firm)	
13	Photocopy of Power of Attorney, authorizing the authorized signatory to sign the tender documents (in case of partnership or different stake holders)	
14	Photocopy of Board resolution authorizing the authorized signatory to sign the tender documents	
15	Green building certificate or precertification from LEED India or IGBC or GRIHA, if any.	
16	Details of amenities provided / to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of toilets on floor, number of lifts (exclusive use of SBI, if any), finishes of staircase etc.	
17	Evidence of connected and sanctioned electrical load that can be exclusively used by SBI. Evidence should be in the form of communication from Electricity Board (total load) and letter from the bidder (for load apportioned to SBI).	

[Attach separate sheet(s) if needed]

Signature of the Owner

Place:

Or

Authorized Signatory with Name & Seal

Date:

ANNEXURE D**(To be submitted along with Technical Bid)**

TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR
SBI-SG GLOBAL SECURITIES SERVICES PVT LTD, SANTACRUZ
MUMBAI
EVALUATION MATRIX

All technical bids will be first opened, and applications will be screened. All the offered premises will be visited by the committee to verify the suitability and offered premises will be awarded marks based on following criteria.

Sr.	Broad Criteria / Technical parameters for selection	Max. Marks
1	Distance (from Suburban Train/Metro Station)	10
	(i) Within 0.50 Km radius from Western / Central Sub-urban Rly. Stations of Lower Parel & Currey Road	10
	(ii) Within 1.00 Km radius from Western / Central Sub-urban Rly. Stations of Lower Parel & Currey Road	6
	(iii) Within 1.50 Km radius from Western / Central Sub-urban Rly. Stations of Lower Parel & Currey Road	2
2	Usable Carpet Area per floor (sq. ft.) in one building in contiguous floors	15
	(i) 18,000 Sqft +/- 15% (in one floor)	15
	(ii) If space required is available in Two contiguous floors with minimum of 8,000 sq ft in one floor but within the floor area as mentioned in (i) above	10
	(iii) If space required is available within 5% more beyond the variations as mentioned in (i) above but all at the same Floor	5
3	Status of Building Ready to Occupy	10
	(i) Ready With occupation certificate	10
	(ii) Ready but Occupation certificate to be obtained (will be obtained within 120 days of date of bid)	5
4	Floor Rise	10
	(i) Offered Premises is available above 15 th Floor	10
	(ii) Offered Premises is above 10 th Floor and up to 15 th Floor	6
	(iii) Offered Premises is above 6 th Floor and up to 10 th floor	2
5	Location of Premises	10
	a. Premises Offered is situated on Main Road (more than 100 ft. wide) of the locality	10

	b. Situated in the "Side Lane" (80 ft. to 100 ft. wide)	8
	c. Situated in other streets (60 ft. to 80 ft.)	5
6	Ownership of premises Offered	10
	i. Owned by the Limited Company/Private Limited Company/Trust/LLP/ Partnership Firm	10
	ii. Owned by the Individual/HUF etc.	8
7	Availability of Lifts	10
	a. Exclusive 2 Passenger Lift (minimum capacity 20 passengers) and 1 Stretcher / Service / Freight Lift offered for SBI-SG	10
	b. Exclusive 1 Passenger Lift (minimum capacity 20 passengers) for SBI-SG and Shared Stretcher / Service / Freight Lift with other tenants.	8
	c. Both Passenger as well as Stretcher / Service / Freight Lift are shared by other tenants.	6
8	Power Back up availability	5
	a. 100% Power backup available for all services on the floor including ACs and Emergency services	5
	b. Power back up available for 50% of all Floor Services including ACs and Emergency Services	3
	c. Power back up available only for Emergency Services	1
9	Age of the Building	10
	a) Less than 10 Years Old	10
	b) 10 to 15 Years Old	8
	c) More than 15 Years Old	5
10	LEED Green Building Certifications by IGBC/UGBC	10
	a) Platinum	10
	b) Gold	8
	c) Silver	5
	d) IGBC Certified	2

11	Readily Connected and sanctioned electrical load that will be exclusively provided to SBI-SG Global Securities Services Pvt Ltd ***	5
	i. ≥ 200 kW	5
	ii. ≥ 175 kW	3
	iii. ≥ 150 kW	1
12	Availability of exclusively parking for SBI-SG	10
	i. > 20 cars and > 20 Two Wheelers	10
	ii. > 15 cars and > 15 up to 20 Two Wheelers	8
	iii. ≥ 10 cars and ≥ 10 Two Wheelers	5
	iv. < 10 cars and < 10 Two Wheelers	2
13	Availability of Natural Light and ventilation	5
	i. Abundant / Very well ventilated	5
	ii. Fairly Well Ventilated	3
	iii. Poorly Ventilated	1
14	Cafeteria Services within the premises	5
	i. Available on the same floor	5
	ii. Available within the premises	2
	iii. Not Available	0
	Total	125

- *Minimum qualifying marks shall be equal to or more than **60% of total marks i.e. 75**. The premises getting less than 60% of total marks will not qualify for further processing. Premises Committee's decision in this regard shall be final and binding to the bidders.*
- *SBI-SG Global Securities Services Pvt Ltd will at its sole discretion to accept the most competent/suitable price bid or may negotiate the rates with them in case the same are found to be higher than the prevailing rentals in the area.*
- *Financial bids will be authorized to be opened only if **minimum two technically qualified bidders** are shortlisted.*

- *In case, in the opinion of the Company, the most suitable offer received is found higher than the prevailing rent in the locality, and does not agree to bring down the rates, the SBI-SG Global Securities Services Pvt Ltd, may consider cancelling Price Bids of all qualified bidders and may opt for fresh RFP within its sole discretion. In this connection, decision of the SBI-SG Global Securities Services Pvt Ltd shall be final and binding on all the bidders.*

* Company reserves the right to use car parking area for parking of scooters and vice versa, if needed.

** Distance means road distance, measured from any end of the concourse.

*** Power available should be at least 200 KW for whole Carpet area.

TECHO COMMERCIAL EVALUATION:

- i) Preliminary evaluation of the technical bids will be done to ensure that the bidders fulfil the basic selection criteria including minimum 60% marks as per detailed terms and conditions specified in the tender documents.
- ii) Thereafter, the technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.
- iii) Marks obtained by each bidder in technical bid will be **allotted weightage of 40% while the financial bids will be allotted weightage of 60%.**
- iv) The price bids of only those bidders will be opened who pass through minimum qualifying criteria as mentioned under Statutory and Other requirements and also obtained a minimum qualifying mark of 60% in their technical evaluation.
- v) Price bid of the bidder with the lowest cost will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices. Similarly technical bid of the bidder having obtained highest marks will be given technical score of 100 and other bids will be given technical score proportional to the marks obtained by them.
- vi) The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- vii) On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as Most Suitable Bidder M-1 followed by the bidders securing lesser marks as M-2,

M-3 etc. The bidder securing the highest combined score and ranked as M-1 be invited for negotiation, if required and shall be considered for awarding the contract/order. The formula for working out the combined score will be as under:

$$\text{Total scores} = T(w) \times T(s) + F(w) \times F(s)$$

T(w) stands for weightage for **technical score i.e. 0.4**

T(s) stands for technical score evaluated as mentioned in (v) above

F(w) stands for weightage for **financial score i.e., 0.6**

F(s) stands for financial score evaluated as mentioned in (v) above

We produce below an example to clarify the matters. Suppose there are three bidders (A, B & C) qualified based on the marks received / technical parameters and the marks received by them and rate quoted by them are as under:

Bidder	Marks obtained in Technical Bid	Rate quoted Rs / Sq.ft Carpet area
A	90%	270
B	70%	250
C	80%	300

For the purpose of evaluation, the three bidders will be given scores as under:

Bidder	Technical score	Financial score
A	100	92.59
B	77.78	100
C	88.88	83.33

Total Score of the bidder will be as under:

$$A = 0.4 \times 100 + 0.6 \times 92.59 = 95.55 \text{ (M1)}$$

$$B = 0.4 \times 77.78 + 0.6 \times 100 = 91.11 \text{ (M2)}$$

$$C = 0.4 \times 88.88 + 0.6 \times 83.33 = 85.55 \text{ (M3)}$$

Bidder 'A' (M1) is the Most suitable and Successful Bidder.

Note: In respect of grading and score, the decision of SBI-SG Premises Selection Committee will be final and binding on all the Builders and the same cannot be challenged.

ANNEXURE E

(To be submitted along with Technical Bid)

TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI-SG
Global Security Service Pvt Ltd, MUMBAI

CERTIFICATE/UNDERTAKING FROM THE OWNER(S)

I/We _____ (Name)M/s. _____
(Name/Company/ Body/Firm) hereby confirm that I/we are the owner(s) of the Premises
/property as described at _____ (Address)
and are legally entitled to lease the subject premises/property.

Signature of the Owner

I/We declare that the information furnished above is true and correct and conforms to the specifications.

Signature& seal of bidder

I/We further declare, confirm and undertake:

- a. That the property has clear marketable title free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature.
- b. That the premises /property will be delivered mortgage free, if mortgaged, at the time of registration of lease deed.
- c. That the drafts of all documentation which may be finalized by the SBI-SG Global Securities Services Pvt Ltd and its solicitors/lawyers shall be final and binding on me/us.
- d. To furnish the No Dues Certificate / NOC from the concerned Society, for which the entire payment will be made by me/us.
- e. That the transfer fees or any other charges or contributions or out go and all other expenses demanded by and /or payable for transfer of the offered premises o the Society, or to any other entity/authorities etc. incurred by either parties shall be borne and paid by me/us alone.

- f. I/We am/are aware that the SBI-SG Global Securities Services Pvt Ltd is not bound to accept the lowest or any or all the Tenders and will not be required to give any reason for rejecting any Tender.
- g. That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the lease deed before execution of the Lease deed or a letter authorizing the said use will be provided to us.
- h. The form downloaded from the website should not be changed/ modified or corrected in any manner, and on the conditions as appearing in the original will only be treated as valid.
- i. That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.
- j. That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.
- k. That the following documents as per the requirement of the SBI-SG Global Securities Services Pvt Ltd or its legal team will be provided:
 - l. Sale deed or/and all other title documents through which the offered premises were purchased by me/us earlier.
 - m. All original chain of documents pertaining to the premises.
 - n. Latest Receipt of payment of Society charges, Electricity Bill and any other Charges.
 - o. Non-encumbrance Certificate and any other document required.
 - p. My/our offer is open for acceptance for a period of 120 days from the date of opening of technical bids. If required, the validity period may be extended on mutual agreement with SBI-SG Global Securities Services Pvt Ltd, in case my/our offer being considered for final short listing.
 - q. I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/tender document and I/we understood the instructions fully.

Place: _____Date: _____

Signature of bidder with seal

Name of the signatory

ANNEXURE-F

(To be submitted along with Technical Bid)

The Chief Financial Officer,
SBI-SG Global Securities Services Pvt. Ltd.
'B' Wing, Jeevan Seva, Annexe Building,
SV Road, Santacruz,
Mumbai 400054

Dear sir,

TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR, SBI-SG Global Securities Services Pvt. Ltd. Mumbai

SELF-DECLARATION - NO BLACKLISTING

In response to the RFP Ref. No. dated for acquisition of office premises on Lease basis, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our company/firm, at the time of bidding:-

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
- c. is having an unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/UT.
- d. does not have any previous transgressions with any entity in India or any other country during the last five years.
- e. does not have any debarment by any other procuring entity.
- f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h. will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws, my/ our EMD may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Signature:

Seal of Company

ANNEXURE G
(To be submitted along with Technical Bid)

PRE-CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2024, between, on the one hand, SBI-SG Global Securities Services Pvt Ltd a body corporate incorporated under the Companies Act, 1956 having its Corporate Centre at Wing B, Jeevan Seva, Annexe Building, SV Road, Santa Cruz, Mumbai 400054 through its -----Department / Office at -----

-, -----,

(hereinafter called the "Company", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s..... represented by Shri _____, (hereinafter called the "BIDDER which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the Company proposes to take Commercial Premises on long term lease and the BIDDER is willing to offer/has offered the said premises for lease and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Company is SBI-SG Global Securities Services Pvt. Ltd.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the Company to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Company will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Company

- 1.1 The Company undertakes that no official of the Company, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly

or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

- 1.2 The SBI-SG Global Securities Services Pvt Ltd will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Company will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Company with full and verifiable facts and the same is prima facie found to be correct by the Company, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Company and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Company the proceedings under the contract would not be stalled.

2. Commitments of Bidders

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Company, 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.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Company or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with SBI-SG Global Securities Services Pvt Ltd for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with SBI-SG Global Securities Services Pvt Ltd.

- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the Company that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or Company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Company or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Company or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any information provided by the Company as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Company, or alternatively, if any relative of an officer of the Company has

financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Company.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money Deposit

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money Deposit, with the Company through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of SBI-SG Global Securities Services Pvt Ltd from a scheduled Bank.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money Deposit shall be valid up to a period of 120 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Company, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Company to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the Company to the BIDDER on Earnest Money Deposit for the period of its currency.
- 4.5 The bidder will upload the photo copy of EMD Demand Draft/Bank Guarantee in the part of Technical Bid and original copy is to be submitted at the office of CFO, SBI-SG, Global Securities services Pvt Ltd, Santacruz (west), Mumbai. on or before the late date and time for submission of Technical Bid.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Company to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre-contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) will continue, unless the Company desires to drop the entire process.
 - ii. The Earnest Money Deposit (in pre-contract stage) and after the contract is signed shall stand forfeited either fully or partially, as decided by the Company and the Company shall not be required to assign any reason, therefor.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the Company, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing MCLR of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Company in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - v. To invoke the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Company, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Company resulting from such cancellation/rescission and the Company shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes of the Company or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the Company.
 - viii. To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- ix. Forfeiture of Performance Bond in case of a decision by the Company to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - x. Intimate to the CVC, IBA, RBI, as the Company deemed fit the details of such events for appropriate action by such authorities.
- 5.2 The Company will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the Company to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Company and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Company at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the Company, if the contract has already been concluded.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Company or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Company (Mumbai).

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Company and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the Company.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at on ____

For Company For BIDDER/Owner/Land lord

Name of the Officer Designation
Office / Department / Branch
SBI-SG Global Securities Services Pvt Ltd

Witness	Witness
1	1.
2	2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the Company in regard to involvement of Indian agents of foreign suppliers.

Note:

This agreement will require stamp duty as applicable in the State where it is **executed**.

Pre-Bid Query Format

(To be provided strictly in
Excel format)

Bidder Name and address	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

(To be submitted along with Technical Bid)**PREMISES DATA**

The bidder has to submit the following information on letter head

Sr No.	Detail	
1	Usable Carpet area per floor (Sq. ft.)	_____ Sq. ft.
2	Connected and sanctioned Electrical load that will be exclusively provided to SBI-SG Global Securities Services Pvt Ltd	_____ KW
3	Available Car parking exclusive for SBI-SG Global Securities Services Pvt Ltd	_____ Nos
4	Available Scooter parking exclusive for SBI-SG Global Securities Services Pvt Ltd	_____ Nos

Contact Information

SBI-SG Global Security Services Pvt Ltd

**The Chief Financial Officer,
SBI-SG Global Securities Services Pvt Ltd.,
'B' Wing, Jeevan Seva, Annexe Building, SV Road,
Santacruz, Mumbai - 400 054**

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