



Invitation for Expression of Interest for Empanelment of Outsourced Agency for Measurements (QA/QC) of the Branch Interior Projects

1. SBI Life Insurance Company Limited is a joint venture between the State Bank of India and BNP Paribas Assurance. It started its operations in 2001, and has a network of 16 regional offices and 900 branches and a work force of over 15000 employees located across the country. SBI Life's Corporate Office is at Mumbai.
2. **Our Vision** is to be the most trusted and preferred life insurance provider. **Our Mission** is "To emerge as the leading company offering a comprehensive range of life insurance and pension products at competitive prices, ensuring high standards of customer satisfaction and world class operating efficiency thereby becoming a model life insurance company in India in the post liberalization period." We value being Trustworthy, ambitious, Innovative, Dynamic, and in Excellence.
3. SBI Life Insurance Co Ltd invites RFP (Request for techno-commercial bid) for appointment of Agency for Measurement (QA/QC) of the branch interior project, final bill verification and submits a report to HO.
4. Interested Consultant/ Agency should submit their details (Technical) latest by **22 February, 2019, 3.00 PM** in a sealed cover super scribed as " Consultant/ Agency For Agency for Measurements (QA/QC)" addressed to the Sr Vice President -MS, Corporate Office, Natraj Premises, M V Road, Andheri (East) Mumbai-400069. The Agency which qualifies in the technical bid will be invited for commercial bidding.
5. Details of existing system, scope of work etc are given in succeeding paragraphs.
6. SBI Life reserve the right to reject any/ all proposal without assigning any reason whatsoever.
7. **Background.** SBI Life has implementing office ambience project in their branches at various locations across the country. The work has been carried out by the empanelled contractors under the supervision of Architect and/ or Consultant Engineers at HO. To enable quick disposal of Contractor final bills of pending projects SBIL empanelling Outsourced agency for Measurements (QA/QC) of the branch interior projects and verification of final bills with actual BOQs across the country.
8. **Scope of Services.** The outsourced agency shall carryout measurement of Interior and allied work against Contract BOQ in terms of Quantity executed as per specified item in BOQ and certified by the Architect, which may include Civil, Interior, Electrical, HVAC, Fire Safety etc. for SBI Life Insurance branches all across India.

a) This will include Inspection for Measurement of items specified in BOQ for quantity and quality, as per Approved Drawings/ As built Drawings etc provided by Contractor/ Architect/ Consultant Engineers HO against actual works carried out in SBI Life Insurance branches.

b) The work will also include verifying the works against specification stipulated in BOQ, by physical verification and documents provided by Contractor/ Architect/ Consultant Engineers HO.

c) Report for measurement & Quantity with observation remarks for each items specified in BOQ for the all works observed during inspection/ verification would be submitted in next 3 working days to SBIL Consultant Engineers.

d) **Certification.** SBI Life propose to engage the services of a Agency who will assume total responsibility for completion of the project in all respects, complaint with all regulatory guidelines, Checking measurements of works at site, checking final bills, issuing certificates for payment and passing and certifying accounts, so as to enable SBIL to make final payments to the contractors and Architect. The agency shall assume full responsibility of correctness of measurements with quantity and quality and correctness of payments certified by them.

e) Any other service connected with the said works usually and normally rendered by Outsourced agency and not specifically mentioned herein.

f) The empanelled agency should have electrical, civil engineer and architect on board to ensure due diligence to the process.

10. **Consultant RFP Details.** SBI Life now invites organizations with experience and skills for assisting SBI Life as Outsourced Agency for evolving Measurements (QA/QC) of the branch interior projects and certifying the final bills for the payment. The purpose of the RFP is to invite techno-commercial proposals based on requirements as captured in the RFP.

11. **Commercial Proposal/ Consultant/ Agency charge.** Only technical qualified bidders will be invited to submit their commercial proposal in separate "Commercial Bid". Format of Commercial bid is enclosed herewith as **annexure B**.

12. **Technical Bid.** Format of technical bid is enclosed herewith as **annexure A**.

a) Organizations proposing to participate in the RFP should have at least five years of commercial operations/ experience. They should be registered as either Company/ LLP in India as per Companies Act.

b) They should have a proven track record of having executed more than five projects of similar or larger size and provide the client list.

c) They should be independent i.e should not be associated with any empanelled Contractor, Architect or any such a association with SBI and all SBI Group Companies.

d) The organizations should have experience and skills in such Interior and allied work projects, etc.

e) The schedule of the consultant empanelment process is as given below.

i.	Submission of Technical Proposal	From 18 th Feb to 22 Feb,2019 (up to 15.00 hrs)
ii.	Pre Technical Bid Meeting	18 Feb 19 2019 (15:00 Hrs)
iii.	RFP Terms and Conditions	Failure to accept the terms and conditions of the RFP at time of submitting the proposal may result in disqualification of the Consultancy/ Agency.
iv.	Validity of Proposal	Proposal must remain valid and open for the acceptance of SBI Life for 90 days from the RFP closing date. Proposals specifying shorter acceptance period will be considered nonresponsive.
v.	Incomplete and Late Offers	Incomplete and late proposals will not be accepted. It is the Consultancy/ Agency responsibility to ensure that the proposal is submitted complete, on time and in accordance with the RFP terms and conditions. Proposals received late shall be returned back unopened.
vi.	Evaluation of Technical proposals	Evaluation process aims to select the Consultancy/ Agency whose proposal is technically fit/ responsive and at the most reasonable price.
vii.	Evaluation of financial offers	Upon completion of the technical evaluation, the financial offer, for those Consultancy/ Agency who have qualified at the technical evaluation stage, will be called.
viii.	Confidentiality	The entire evaluation procedure is confidential. All proposals are for official use only and will be communicated neither to the Consultant nor to any other party.
ix.	Ownership of Proposals	The Contracting Authority retains ownership of all proposals received under this bidding procedure. Consequently, Consultancy/ Agency have no right to have their proposals returned to them.
x.	Bid Cancellation	SBI Life has the right at any stage in the selection process to cancel the whole bid without the assigning any reason to any of the Consultancy/ Agency.
xi.	Signature of the contract(s)	The successful appointed consultant will be notified in writing of the Award. The Consultants have one week of notification of Award to sign the final contract in the standard format as determined by the Contracting Authority. The Contracting Authority reserves the right to award all parts, partial or none of the RFP based on offer evaluation.
	SBI Life Insurance Co Ltd, reserves the right to reject any or all tenders without assigning any reason thereof	

13. **Consultant Technical Requirement.** The technical qualifications of the consultant are as given below.

- a) The Consultancy/ Agency should be a current legal entity with a minimum Five years of experience in India.
- b) Financial statements i.e. Audited Balance sheet and Profit & Loss accounts for last three years will have to be submitted.
- c) Certificate from the Banker certifying that the Consultancy/ Agency is not an NPA account holder/ has not been declared bankrupt.
- d) The Consultant should have permanent office in Mumbai.
- e) At least three reputed Client References should be provided.
- f) An undertaking that, no penalties/ fines have been imposed on their entities by any Regulator or Govt Agency or any Authority for breach of any Regulations or Laws.
- g) Employer requires that Consultancy/ Agency provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests and act without any consideration for future work.
- h) The consultancy/ Agency should have adequate technical staff to compete the task within given timeframe. The Consultancy/ Agency should have adequate experience, expertise, capabilities, and skilled personnel comprising experts in all fields related to civil, Interior, HVAC, Fire safety work etc. It should share the qualifications and experience details of its key personnel along with the technical bids.

15. **Consultancy/ Agency Fee/ Payment Terms.** The payment will be released within 30 days of submission of the invoices after satisfactory completion of QA/ QC project/ PO work as per the agreed schedule and after certification of Consultant Engineers HO.

16. **Delay in the Consultancy/ Agency Performance in Successfully Implementation of the Project.** Delivery of the measurement and certification of final bill shall be made by the consultancy/ Agency in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/ Contract. Any delay in performing the obligation/ defect in performance by the consultant may result in imposition of liquidated damages, and/ or termination of contract.

17. **Liquidated Damages.** If consultancy/ Agency fails to perform services within stipulated time schedule, the SBIL shall, without prejudice to its other remedies under the contract, deduct from the contract price/ fees, as liquidated damages, a sum equivalent to 10% of the total consultancy fees for delay of each month or part thereof maximum up to 50% of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

18. **Conflict of Interest**

- a) SBIL requires that Consultancy/ Agency provide professional, objective, and impartial advice and at all times hold SBIL's interests paramount, strictly avoid

conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work

b) A Consultancy/ Agency (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the SBIL's staff who is directly or indirectly involved in any part of (i) the preparation of the Scope of work of the assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the SBIL throughout the selection process and the execution of the Contract.

c) Consultancy/ Agency have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

19. **Acceptance or Rejection of the Bid.** SBI Life reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever and the decision of SBI Life will be treated as final. The proposals not submitted in the prescribed format or incomplete in any sense are likely to be rejected.

20. **Non-Disclosure Agreement (NDA).** The consultancy/ Agency will have to sign a Non Disclosure Agreement (NDA) as per standard format with SBIL. Format of NDA is enclosed herewith as **annexure C**.

21. **Termination for Default.** SBIL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or part: if the Consultant fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the SBIL pursuant to conditions of contract or if the Consultant fails to perform any other obligation(s) under the Contract.

22. **Governing Law.** The contract shall be interpreted in accordance with the laws of India.

Technical Details of the Bidders

Sr	Particulars	Remarks
a)	Consultancy/ Agency Details	Corporate Office, Pan India Presence (pl specify and attach evidential documents)
b)	Establishment/ Incorporation	Pl attach evidential documents
c)	Turnover (last 3 years)	Pl specify and Pl attach evidential documents
d)	Technical Staff to include electrical, civil engineer and architect. (No & Qualification)	Pl attach evidential documents
e)	Similar projects executed in last 5 years.	Pl attach evidential documents
f)	Client Details	Pl attach evidential documents
h)	At least three reputed Client References should be provided.	Pl attach evidential documents
i)	Financial statements i.e. Audited Balance sheet and Profit & Loss accounts for last three years.	Pl attach evidential documents
j)	Certificate from the Banker certifying that the Consultancy/ Agency is not an NPA account holder/ has not been declared bankrupt.	Pl attach evidential documents

Annexure B**Commercial Bid of the Bidders**

Inspection for Measurement of Items as per BOQs, Submission of Report within 3 days and certification of Final Bills.		
Sr	Name of Work	Amount (INR)
a)	Professional Charges per Branch for QA/ QC and bill verification.	Rs/- (Excluding applicable taxes)

Note – No other expense ie on conveyance/ hotel/ any account is payable.

NON-DISCLOSURE / CONFIDENTIALITY CLAUSE OF AGREEMENT

1. The non-disclosure/ confidentiality agreement is as given below.
 - 1.1. The Service Provider shall use the Confidential Information solely for the purpose of carrying out the activities assigned to it.
 - 1.2. The Service Provider shall not disclose any portion of such Confidential Information coming within its possession to third parties without prior written consent of The Service Receiver.
 - 1.3. The Service Provider shall take all the reasonable steps
 - 1.3.1. to protect the secrecy of Confidential Information
 - 1.3.2. to avoid disclosure or use of Confidential Information to/by third party
 - 1.3.3. to prevent it from falling into the public domain or getting in the possession of unauthorized persons
 - 1.3.4. Further, The Service Provider would exercise highest degree of care, which a man of ordinary prudence would do to protect his own Confidential Information of the similar nature.
 - 1.4. The Service Provider shall obtain a declaration of confidentiality and commitment to hold such information in confidence, from each of its employee who is involved in the handling of Confidential Information belonging to The Service Receiver. Such declaration should also include an undertaking not to disclose the same to third parties except with the prior consent of The Service Receiver. The Service Provider shall give prior intimation to The Service Receiver in regards to any change in the personnel required to carry out the processes within 24 hours from such change.
 - 1.5. The obligation of The Service Provider in the matter of non-disclosure of Confidential Information shall remain in force at least for a period of three years even after expiry/ termination of this agreement. On expiry/ termination of this agreement, The Service Provider shall return all Confidential Information to The Service Receiver and to delete all the data whether in electronic and/or physical form from The Service Provider's systems and hand over the certificate to this effect. However, in the event of information being solicited by any department of Government or Authority under statute or court of law, The Service Receiver would provide the required clearance to The Service Provider to furnish the information within the stipulated time.
 - 1.6. The Parties acknowledge and agree that all tangible and intangible information obtained, developed or disclosed including all documents, data papers and statements and trade secret of either Party relating to its business practices and their competitive position in the market place provided to the other Party in connection with the performance of its obligations under this Agreement shall be considered to be confidential and proprietary information ("Confidential Information"). Each party acknowledges that the other party claims its Confidential Information as a special, valuable and unique asset. For itself and on behalf of its officers, directors, agents, employees, and affiliates, each party agrees that it will

keep in confidence all Confidential Information and that it will not directly or indirectly disclose to any third party or use for its own benefit, or use for any purpose other than the Purpose, any Confidential Information it receives from the other party. Each party agrees to use the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated, but in no event with less than reasonable care.

1.7. Confidential Information shall not include the disclosing party's information which:

- 1.7.1. is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; or
- 1.7.2. was known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party; or
- 1.7.3. is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party; or
- 1.7.4. is independently developed (by personnel having no access to the Information) by the Receiving Party as proven by the written records of the Receiving Party.
- 1.7.5. is required to be disclosed by Receiving Party pursuant to a requirement of a governmental agency or law so long as the Receiving Party provide Disclosing Party with timely prior written notice of such requirement to the extent permitted by law and to the extent reasonably practicable and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement;

1.8. If any portion of the Confidential Information falls within any of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.

1.9. In the event of any disclosure or loss of Confidential Information, the receiving Party shall immediately notify the disclosing Party.

