

**Request for Proposal (RFP)**  
**For**  
**EMPANELMENT OF VENDORS FOR PROVIDING OUTSOURCED MANPOWER (SECURITY STAFF)**  
**PAN INDIA**

**Confidentiality** – All information included in this RFP and contained in any subsequent communication/s is confidential and is intended only for the recipient's knowledge. No information included in this document or any subsequent communications or disclosed in any discussions connected to it can be disclosed to any other party. Receipt and viewing of this document imply acceptance of the above confidentiality norm.

**SBI LIFE INSURANCE COMPANY LTD.**, having its registered office at "Natraj", M. V. Road & Western Express Highway Junction, Andheri (East), – Mumbai 400 069

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### Schedule of Events

Sr. No	Particulars	Remarks
1	Contact details of issuing department	<p><b>Dept. Name:</b> Management Services Email ID:&lt; adminho@sbilife.co.in&gt;</p> <p><b>Contact Address:</b> Mr Sandesh Rasal : +918652511694 Mr Mahesh Palav: +919819222867 SBI Life Insurance Company Limited Corporate office, "Natraj" Ground Floor, M.V. Road, Western Express Highway, Andheri (East) Mumbai – 400069</p>
2	Bid Document Availability including changes/amendments, if any issued	Will be posted on or before 02 September 2025 at e tender web portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a> .
3	Last date for requesting clarification	All communications regarding points / queries requiring clarifications shall be given in writing by e-mail before 09 September 2025.
4	Clarifications to queries raised will be provided by the SBI Life.	All communications regarding points / queries requiring clarifications shall be given in writing by e-mail.
5	Last date and time for Bid submission	15 September 2025
6	URL Address for submission of Bids	<a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
7	Opening of Bids	<p>(a) Technical bids will be opened on 16 September 2025</p> <p>(b) Commercial bids of vendors meeting the eligibility criteria will be called through a separate tender wherein, only shortlisted vendors will be invited to participate.</p>
8	Earnest Money Deposit (EMD)	EMD Value: INR 10.00 lacs, EMD will deposited in the form of Demand Draft payable to SBI Life Insurance Co. Ltd. at corporate office. Date of submission of EMD will be communicated to shortlisted bidders after technical evaluation.

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#### **ABOUT SBI LIFE INSURANCE CO. LTD.**

SBI Life Insurance ('SBI Life' / 'The Company'), one of the most trusted life insurance companies in India, was incorporated in October 2000 and is registered with the Insurance Regulatory and Development Authority of India (IRDAI) in March 2001.

Serving millions of families across India, SBI Life's diverse range of products caters to individuals as well as group customers through Protection, Pension, Savings and Health solutions.

Driven by 'Customer-First' approach, SBI Life places great emphasis on maintaining world class operating efficiency and providing hassle-free claim settlement experience to its customers by following high ethical standards of service. Additionally, SBI Life is committed to enhance digital experiences for its customers, distributors and employees alike.

SBI Life strives to make insurance accessible to all, with its extensive presence across the country through its 1,146 offices, 27,040 employees, a large and productive network of about 253,799 agents, 62 corporate agents and 9 bancassurance partners with more than 41,000 partner branches, 150 brokers and other insurance marketing firms.

In addition to doing what's right for the customers, the company is also committed to provide a healthy and flexible work environment for its employees to excel personally and professionally.

SBI Life strongly encourages a culture of giving back to the society and has made substantial contribution in the areas of child education, healthcare, disaster relief and environmental upgrade. In 2024-25, the Company touched over 53,000 direct beneficiaries through various CSR interventions.

Listed on the Bombay Stock Exchange ('BSE') and the National Stock Exchange ('NSE'), the company has an authorized capital of Rs. 20.0 billion and a paid-up capital of Rs. 10.0 billion. The AuM is Rs. 4,758.1 billion.

For more information, please visit our website-[www.sbilife.co.in](http://www.sbilife.co.in) and connect with us on Facebook, Twitter, YouTube, Instagram, and LinkedIn.

*(Numbers & data mentioned above are for the period ended June 30, 2025)*

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## 1. INVITATION TO BID:

- i. SBIL has issued this Request for Proposal (RFP) to invite Technical Bids from prospective Bidders for providing the Services more fully defined in the Scope of Work in **Appendix-E** of this RFP document.
- ii. Bidder shall mean any corporate/entity (i.e. juridical person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. Interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of this RFP is to seek detailed technical proposals/bids for availing the Services as desired in this RFP. The proposed Services must integrate with SBIL's existing infrastructure seamlessly.
- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The Bidders desirous participating in the tender for provision of security services for SBIL are invited to submit their technical proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be as outlined in this RFP and shall always be entirely at SBIL's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBIL the proposed Services adhering to SBIL's requirements outlined in this RFP.

## 2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBIL, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by SBI Life, but an invitation to receive offer/s from prospective Bidders who meets the eligibility criteria.

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- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their technical Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. SBIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. SBIL, its employees, advisors and representatives make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. SBIL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that SBIL is bound to select a Bidder or to award the Contract to the successful Bidder, as the case may be .
- viii. SBIL reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, the present RFP and/or any condition or specification of all proposals/ orders/ responses, with respect to the present RFP, without assigning any reason thereof at any time. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentation and other related processes.
- ix. SBIL reserves the right to accept or reject any response/Bids and to annul the entire process of RFP including but not limited to by rejecting all responses/Bids at any time, with the successful Bidder, without thereby incurring any liability to any affected Bidder/s or any obligations to inform the affected Bidder/s of the grounds for SBI Life's decision.

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- x. SBIL reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.
- xi. By participating in the bidding process, the Bidder is hereby expressly consenting to the disclaimers and the other terms and conditions of this RFP in toto.
- xii. SBIL reserve the right to empanel more than one vendor during the tenancy of proposed contract.

### 3. DEFINITIONS:

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

- i. **“SBIL”** means the SBI Life Insurance Co. Ltd.
- ii. **“Bidder”** means an eligible body corporate entity submitting the Bid in response to this RFP.
- iii. **“Bid”** shall mean and refer to a formal offer/proposal, along with all required documents, duly submitted by the interested bidder(s) in the prescribed format in response to this RFP.
- iv. **“Contract” / “Service Agreement”** means the legally binding definitive agreement executed between SBIL and successful Bidder / Service Provider, the template of which is provided under **Appendix-F**.
- v. **“Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Technical Bid and Commercial Bid have been accepted as per the selection criteria set out in the RFP and to whom notification of award has been given by SBIL.
- vi. **“Deliverables” / “Work Product”** shall mean all work product generated by Service Provider solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- vii. **“Intellectual Property Rights”** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including **Public**

proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.

- viii. **“Total Contract Price” / “Project Cost” / Total Cost of Ownership** (“TCO”) means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- ix. **“Services”** means all services, scope of work and deliverables to be provided by a successful Bidder / Service Provider as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

#### **4. SCOPE OF WORK:**

**The Scope of Work shall be as provided in Appendix-E of this RFP.**

#### **5. ELIGIBILITY AND TECHNICAL CRITERIA:**

- i. Bid is open to all such Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this RFP document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. No Bidder or its associate shall submit or cause to submit more than one Bid for the Services desired under this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

#### **6. COST OF BID:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their respective Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by SBIL or any other costs incurred in connection with or relating to their Bid. SBIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

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**7. CLARIFICATION(S) AND / OR AMENDMENT(S) ON RFP AND PRE-BID MEETING:**

- i. Bidder/s requiring any clarification on RFP may notify SBIL in writing strictly as per the Pre-Bid Query format given in **Appendix-H** by e-mail within the date/time mentioned in the Schedule of Events.
- ii. The queries received (without identifying source of query) along with response of SBIL thereof will be conveyed to the Bidders via email.
- iii. SBIL reserves the right to amend, rescind or reissue the RFP, at any time. SBIL, for any reason, whether, on its own initiative or in response to a clarification requested by a Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum duly uploaded on SBIL's website. Such amendments/clarifications, if any, issued by SBIL will be binding on the participating Bidders. SBIL, at its own discretion, may extend the deadline for submission of Bids in order to allow interested Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- iv. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- v. Queries received after the scheduled date and time will not be responded/acted upon.

**8. CONTENTS OF BID DOCUMENT:**

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBIL has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

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- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and SBIL and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP (through e tender) will become the property of SBIL and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

#### **9. BID PREPARATION AND SUBMISSION:**

The Technical Bid are to be submitted through e-tender in the 'Schedule of Events' for providing the Services (as detailed in Scope of Work at **Appendix E** of this RFP).

- (a) **Technical Bid:** - As part of this bid only Technical documents has asked vide this RFP will be required to be submitted along with supporting documents in Electronic Form and acceptance of terms and conditions.

List of Documents:

- I. Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- II. Bid covering letter/Bid Form on the lines of **Appendix-A** on Bidder's letter head.
- III. Specific response with supporting documents in respect of eligibility criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
- IV. Bidder's details as per **Appendix-D** on Bidder's letter head.
- V. Audited financial statement and profit and loss account statement as mentioned in Part-II.
- VI. A copy of board resolution or equivalent along with copy of power of attorney (POA wherever applicable) or equivalent showing that the signatory has been duly authorized to sign the Bid document.
- VII. Non-Disclosure Undertaking as mentioned in **Appendix-G**.
- VIII. Detail Instructions regarding Registration of bidders on the eTendering portal is attached as **Appendix-K**

**Commercial Bid:** - Only shortlisted participants will be invited in the commercial bidding process, in second stage of the tender which will be intimated to the shortlisted vendors separately.

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**Bidders may please note:**

- i. The Bidder should quote for the entire package on a single responsibility basis for the Services.
- ii. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- iii. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- iv. Bids are liable to be rejected if any of the document is found missing.
- v. If deemed necessary, SBIL may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- vi. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- vii. The Bidder must provide specific and factual replies to the points raised in the RFP.
- viii. The Bid shall be typed and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- ix. All the enclosures (Bid submission) shall be serially numbered.
- x. Bidder(s) should prepare and submit their Bids well in advance before the prescribed date and time to avoid any delay or problem during the Bid submission process. SBIL shall not be responsible for any delay or the difficulties faced by the Bidder(s) during the submission of Bids.
- xi. SBIL at its sole discretion reserves the right to reject Bids not conforming to above.

**10. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids along with the documents mentioned in Clause 9 of the present RFP must be submitted through e-tender within the timeline as prescribed in the "Schedule of Events", failing which Bid will be treated as non-responsive.
- ii. In case SBIL extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of SBIL and Bidders will remain the same.

**11. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

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- ii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.

**12. PERIOD OF BID VALIDITY:**

- i. Bid shall remain valid for duration of 4 calendar months from Bid submission date.
- ii. Once notification of award or Letter of Intent is issued by SBIL, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

**13. BID INTEGRITY:**

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

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

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the Schedule of Events.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for Commercial Bid opening and further RFP evaluation process.
- iii. SBIL will examine the Bids to determine whether they are complete, the required formats have been furnished, the documents have been properly signed and the Bids are in specified order. SBIL may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, SBIL will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.

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- v. SBIL's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by SBIL and the same cannot subsequently be made responsive by the Bidder by correction of the non-conformity.

**15. EVALUATION OF TECHNICAL BID:**

- i. The evaluation of Technical Bid will include assessment of the technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to SBIL.
- ii. During evaluation and comparison of Bids, SBIL may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after Bid submission date.

**16. EVALUATION OF COMMERCIAL BIDS AND FINALIZATION:**

- i. The Commercial Bid(s) of only those Bidders, who are short-listed after technical evaluation will be called for further participation.
- ii. The price evaluation as quoted in the Commercial Bid will be one of the prime criteria to identify the successful Bidder.
- iii. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
  - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

- (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Commercial Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, SBIL reserves the right to reject all such incomplete Bids.

**17. CONTACTING SBI LIFE:**

- i. No Bidder shall contact any SBIL official on any matter relating to the Bid except for those authorised representatives as mentioned in the tender documents
- ii. Any effort by a Bidder to influence SBIL in its decisions on Bid evaluation, bid comparison or Contract award may result in the rejection of the Bid.

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

- i. SBIL will notify successful Bidder in writing by way of issuance of notification of award through letter or email that its Bid has been accepted. The successful Bidder has to return the duplicate copy of the same to SBIL within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory as a token of acceptance.
- ii. The successful Bidder will have to submit the performance BG for the amount and validity as specified in this RFP, which shall be in line with/similar to the format provided in **Appendix-J** of this RFP.
- iii. Copy of board resolution or equivalent and power of attorney (POA wherever applicable) or equivalent evidencing that the signatory has been duly authorized to sign the acceptance letter and Contract should be submitted.
- iv. The successful Bidder shall be required to enter into a Contract with SBIL within 30 days from the date of notification of award or within such extended period as may be decided by SBIL.
- v. Till execution of a formal Contract, the RFP, along with SBIL's notification of award and

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Service Provider's acceptance thereof, would be binding contractual obligation between SBIL and the successful Bidder.

- vi. SBIL 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.
- vii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award.

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

- i. No alterations, amendments, omissions, additions, suspensions or variations in the Scope of Work (hereinafter referred to as 'variation') under the Contract shall be made by the successful Bidder except as directed in writing by SBIL. SBIL shall have full powers, to instruct the successful Bidder to make any variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the Contract, he shall notify SBIL thereof in writing with reasons for holding such opinion and SBIL may instruct the finally selected Bidder to make such other modified variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract.
- ii. If the successful Bidder has received instructions from SBIL as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally successful Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder proceeds with the change.

**20. WAIVER OF RIGHTS:**

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

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be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

**21. AMENDMENT TO THE CONTRACT:**

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

**22. BANK GUARANTEE:**

- i. As security towards the performance of the Services mentioned under the RFP/Contract, a performance Bank Guarantee (“BG”) favouring SBI Life Insurance Company Ltd. issued by a Scheduled Commercial Bank in line with/similar to the format provided under **Appendix-J** for an amount equivalent to three months of respective monthly billing amount with validity period as specified in this RFP shall be submitted by the selected/successful Bidder (s). The performance BG needs to be submitted within the specified time as specified herein.
- ii. The performance Bank Guarantee is required to protect the interest of SBIL against the risk of non-performance of Service Provider in respect of successful implementation of the Services/project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant the invoking of Bank Guarantee.

**23. PENALTIES:**

As mentioned in **Appendix-E** of this RFP.

**24. RIGHT TO VERIFICATION:**

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

**25. SUBCONTRACTING:**

No subcontracting shall be allowed.

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**26. VALIDITY OF CONTRACT:**

- i. The Contract shall be valid for the period of Three year(s) unless terminated early as per the specific contract terms.

**27. CONFIDENTIALITY:**

Confidentiality obligation shall be as per Non-Disclosure Undertaking and clause 08 of Service Agreement placed as **Appendix-G** to this RFP.

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

- i. Bidder/Service Provider agrees that all data or information supplied by SBIL to Bidder/Service Provider in connection with the provision of Services by it shall remain the property of SBIL or its licensors.
- ii. On any licensed material used by Bidder/Service Provider for performing Services or developing Work Product for SBIL, the Bidder/Service Provider should have a valid and subsisting right to use as well as to further license for the Services performed/provided. SBIL shall not be liable for any license or IPR violation/infringement on the part of the Bidder/Service Provider.
- iii. The Bidder/Service Provider shall, at all times and at its own expenses without any limitation, indemnify and keep fully and effectively indemnified SBIL against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this RFP.
- iv. All Work Product prepared by the Bidder/Service Provider in performing the Services shall become and remain the sole and exclusive property of SBIL and all Intellectual Property Rights in such Work Product shall vest with SBIL. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with SBIL under law, shall automatically stand assigned to SBIL as and when such Work Product is created and Service Provider agrees to execute all papers and to perform such other acts as SBIL may deem necessary to secure its rights herein assigned by Service Provider. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of SBIL.

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- v. In the event that Service Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider shall grant to, and SBIL is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

**29. LIQUIDATED DAMAGES:**

If Service Provider fails to deliver and perform any of the services as specified in the terms and conditions of the tender, then the successful bidder will be liable to deduction in the total billing invoices as per the detailed scope of work (penalties)

**30. CONFLICT OF INTEREST:**

Bidder shall not have a conflict of interest that affects the bidding process. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification of a successful Bidder, SBIL shall be entitled to forfeit and appropriate the Performance Security (i.e. BG) towards the loss and damage suffered/likely to be suffered and incurred by SBIL (the “Damages”), and the same would be without prejudice to any other right or remedy that may be available to SBIL under the bidding Documents and/ or the Contract or otherwise.

- i. It is further clarified that:

- (a) Successful Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- (b) Successful Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of SBIL, while rendering Services under the Contract.

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

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, SBIL shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding process or otherwise.

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- ii. Bidders are obliged under code of integrity to suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of Contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or Contract execution;
  - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a Contract or in execution of the Contract;
  - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, as amended from time to time, between two or more Bidders, with or without the knowledge of SBIL, that may impair the transparency, fairness and the progress of the procurement process or to establish Bid prices at artificial, non-competitive levels;
  - (e) **“Obstructive practice”** means materially impede SBIL’s or any Government or regulatory agency’s, investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the

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investigation or from pursuing the investigation; or by impeding SBIL's rights of audit or access to information;

**v. Debarment/Banning**

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

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

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

- Repeated non-performers or performers below specified standards (including after sales services and maintenance services etc.);

**(b) Debarment from participation including removal from empanelled list**

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

- Without prejudice to the rights of SBIL hereinabove, if a Bidder is found by SBIL to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in the RFP process.
- Bidder fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review.
- If Bidder ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the Bidder as declared by a court of law; or

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- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful Bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- Any other ground, based on which SBIL considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the Bidder have been guilty of violation of the code of integrity, evasion or habitual default in payment of any tax levied by law; etc.

### **32. TERMINATION FOR INSOLVENCY:**

SBIL may, at any time, terminate the Participation of the Bidder in the RFP, if the Bidder becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person.

### **33. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes , income tax and government fees and levies mandated for running the business that shall be levied according to the laws and regulations applicable from time to time in India and the Commercial Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Only taxes on the quoted price will be payable by SBIL on actuals upon production of original receipt wherever required. If any specified taxes and duties for the quoted prices are replaced by the new legislation of Government, same shall be borne by SBIL. SBIL shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities.
- iii. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.
- iv. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Commercial Bid by the Bidder shall include all such taxes in the contract price.

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- v. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Contract as a result of this RFP process shall be borne by Service Provider. The Service Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

**34. TAX DEDUCTION AT SOURCE:**

Wherever the laws and regulations require deduction of such taxes at the source of payment, SBIL shall effect such deductions from the payments if any due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by SBIL as per the laws and regulations for the time being in force.

**35. SEVERABILITY**

If any part or provision of this RFP is found to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the invalidity or unenforceability of such provision or part shall not affect the other parts or provisions of this RFP and the same shall remain unimpaired and in full force and effect.

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**Part-II**

**Appendix –A**

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

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

To:  
**SBI LIFE INSURANCE COMPANY LTD,**  
<address>

Dear Sir,  
**Ref: RFP No. SBIL:xx:nn dated dd/mm/yyyy**

We < *name of the body corporate/entity* > (herein after referred to as the 'Bidder') have examined the above referred RFP, the receipt of which is hereby duly acknowledged and subsequent to pre-bid clarifications/ modifications / revisions, if any, furnished by SBIL, offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the Technical Bid and Commercial Bid along with the prescribed enclosures in two separate emails on or before the submission date as specified in the Schedule of Events of the present RFP.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of any conflict of interest obligation mentioned in this RFP.
- Commercials in the Commercial Bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The commercials in the Commercial Bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the Services/items mentioned in this RFP in our Commercial Bid.
- The rate quoted in the Commercial Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by SBIL, without any exception.

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- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of SBIL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the Contract in exchange for any advantage in the bidding, evaluation, Contracting and implementation of the Contract.
- iv. We undertake that we will not resort to canvassing with any official of SBIL, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in our disqualification from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, SBIL will have right to disqualify us from the RFP without prejudice to any other rights available to SBIL.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by SBIL.
- vii. We agree to abide by all the RFP terms and conditions, contents of the Contract as per template available at **Appendix-F** of this RFP
- viii. Till execution of a formal Contract, the RFP, along with SBIL's notification of award by and our acceptance thereof, would be binding contractual obligation on us.
- ix. 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.
- x. We hereby certify that our name does not appear in any "Caution" list of IRDAI / or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP and or which materially impacts our going concern or we are not blacklisted/penalized/punished for breach of contract/fraud/corrupt practices by any commercial establishments / public or private insurance companies / Public Sector Undertaking/ State or Central Government or their agencies/departments.

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- xii. We hereby certify that on the date of submission of Bid, we do not have any service agreement pending to be signed with SBIL for more than 6 months.
- xiii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by SBIL to do so, a Contract in the prescribed form and also submit performance BG as security for our performance of Contract and we shall be solely responsible for the due performance of the Contract.
- xiv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by SBIL in the RFP.

Dated this ..... day of  
.....2025\_\_\_\_\_

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

Duly authorized to sign Bid for and on behalf of  
\_\_\_\_\_

**Seal of the Bidder.**

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**Bidder's Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP / Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies or equivalent and full address of the registered office/ principle place of business along with Memorandum & Articles of Association/ Registered Partnership Deed/ LLP Agreement.
2.	The bidder should have a valid PSARA license for operations in PAN India.		Details of valid PSARA license for operations – State & Union Territories
3.	The Bidder must be a profitable organisation, having achieved profit before tax (PBT) in at least two of the last three financial years, with a minimum average standalone turnover of ₹1000 Crores during the last financial year 2024-25		Attached copy of the annual turnover (last 3 financial years) Certified by the auditor.
3.	The bidder must be extending similar services to at least one client with annual billing of 35.0 Crs. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (client references are required)		Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-I</b>
4.	Past/present litigations, disputes, if any (Adverse litigations could result in		Brief details of litigations, disputes related to product/Services being

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	disqualification, at the sole discretion of SBIL)		procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ Original Equipment Manufacturer ('OEM') or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for blacklisting/penalizing/punishing for breach of contract/fraud/corrupt practices by any commercial establishments / public or private insurance companies / Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.
6.	Bidders should not be blacklisted or penalized or punished for breach of contract/fraud/corrupt practices by any commercial establishments / public or private insurance companies / Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in <b>Appendix-A</b> in this regard.
7.	The Bidder should not have any service agreement pending to be signed with SBIL for more than 6 months		Bidder should specifically certify in <b>Appendix-A</b> in this regard.

**Name & Signature of authorised signatory**

**Seal of Bidder**

**Public**

**Appendix-C**

<b>Sr. No</b>	<b>Particulars</b>	<b>Company Name_____</b>
1	Type of the Firm	Attach the copy of relevant documents
2	Date of Incorporation	Attach the copy of relevant documents
3	No of Deployed Staff	Attach the copy of declaration of deployment count state wise on company letter head
4a	PASARA Licenses (State)	Attach the copy of declaration of deployment in states with indication of availability of PSARA License in clear terms as Available, Not Available or applied. Names of states should be listed in Alphabetical order.
4b	PASARA Licenses (UT)	Attach the copy of declaration of deployment in Union Territories with indication of availability of PSARA License in clear terms as Available, Not Available or applied. Names of Union Territories should be listed in Alphabetical order.
5	Financial statement	Attach copy P & L statement of the company of the last 3 financial years duly Certified by the certified auditor.
6	Tenders in hand from single client with annually bill more than 35 Crs	Attach the copy of relevant documents
7	No of Branch Offices	Attach the copy of declaration of details of branch offices on company letter head
8	Corporate Office location	Attach the copy of relevant documents
9	Regional Office	Attach the copy of declaration of details of regional offices on company letter head
10	Clients name with >700 Security Guards	Attach the details of client list on company letter head.
11	Gratuity Account	Attach the copy of relevant documents
12	Attendance Monitoring App	Attach the copy of relevant documents

**Name & Signature of authorized signatory**

**Seal of Bidder**

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**Bidder Details Format**

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation or equivalent	
4.	Brief description of the Bidder including details of its main line of business	
5.	Bidder website URL	
6.	Bidder Pan Number	
7.	Bidder GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	

**Name & Signature of authorised signatory**

**Seal of Bidder**

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## Appendix-E

### **Scope of Work and Payment Schedule**

#### **SCOPE OF WORK SECURITY STAFF**

The following shall inter alia be the responsibilities, liabilities and obligations of the selected Bidder.

- (a) To ensure the security of the personnel, materials and properties at the Company's premises from any injury, damage, harm or loss whatsoever and/ or from any threat real or perceived.
- (b) To ensure that the security personnel shall keep vigil on, and to check, if required, all incoming and outgoing persons including the Company's employees, contractors, sub-contractors, laborers, visitors, etc., and shall also deploy female security personnel for the purpose of frisking of females.
- (c) To ensure that the security personnel shall keep vigil on, and to check, if required, all incoming and outgoing materials, machineries, equipment, vehicles including cars, trucks, scooters, motor cycles, bicycles etc so as to ensure that there is no unauthorized entry or exit of persons, materials, machineries, equipment and vehicles in the Company's Premises.
- (d) To ensure, the Security Supervisor shall record and maintain the register of major and minor events occurring during the period of 24 hours and report the same to the authorized officer of the Company every day regularly in the form of daily report.
- (e) To ensure that the Security Supervisor shall maintain registers and other documents for incoming and outgoing men, materials and vehicles etc.
- (f) To ensure that the Security Personnel shall prepare and issue gate passes for visitors, etc and to collect such passes at the time of exit and to maintain record of the same.
- (g) To ensure that the Security Personnel shall inquire into any theft, pilferage, fire, disobedience, riotous behavior, indiscipline, unauthorized activities and all other criminal activities in the premises and report the same to the authorized officer of the Company through the Security Supervisor, except in emergency situations wherein they shall report directly and shall assist the company to lodge and pursue complaints to the Police authorities, if so desired by the Company.
- (h) To provide necessary law and order assistance to the Company in case of any activity against the interest of the Company, fire, riots, strike etc. in the Company's premises or any other occasion as may be directed by the Company.
- (i) To provide escorts to the management executives, officers and staff and important visitors of the Company as and when asked by the Company.
- (j) To ensure that the Security Personnel shall protect the Company's property and premises against all outside and inside forces including malicious acts of any person(s).
- (k) To ensure that the Security Personnel shall protect trees, shrubs and other horticulture in the premises.
- (l) To carry out premise's checks, for the day as well as night shifts, to ensure that effective services are provided by the Security Personnel at the premises. The frequency of such visits shall be at least twice a week. The service provider shall make a written report of the visit by its field officer and submit the same to the Company on weekly basis.
- (m) To provide intelligence services to the Company on a regular basis on important events/ developments concerning the Company's security interest.

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- (n) Any other job/ services concerning security of the Company as per the direction of the Company.
- (o) To provide full co-operation and all the vigilant services to the Company under the circumstances leading to industrial unrest like Go-Slow, Gherao, Strike, Work-Stoppage etc.
- (p) To cooperate with the management of the Company and the Police authorities, in maintaining law and order situation at the premises. If necessary, the service provider shall also provide additional Security Personnel, as per the requirements of the Company.

**RESOURCE REQUIREMENT FROM THE SECURITY PERSONNELS**

(While quoting agency charges, the bidder is requested to account for these expenditures. Before commencement of work an inspection note to be submitted).

Sl.No	Description	Number required (Mandatory)
1	Uniform to include pair of each of the following a) Shirts b) Trouser c) Tie d) Belt e) Shoes f) Name Tap g) Cap	2 sets per year
2	Baten	
3	Whistle	

**Note:**

- (a) The Service Provider will have to provide two sets of uniforms (the dress includes full trousers, & shirt with full sleeves) and other accessories as per approved color code each year including I-Cards, Shoes, Cap, Belts whistle to all the security personnel of good quality. Colour- code will be approved by the competent authority of SBI Life Insurance Co. Ltd.
- (b) The Service Provider shall bear all the expenses incurred towards provisioning of uniform to security personnel deployed at SBI Life Insurance Premise PAN India. Two sets of uniform will be provided by the service provider every year. At any time during the contract if it is established that undue deduction of salary/collection of cash on account of provisioning of uniform to Security Personnel, then SBI Life Insurance Co. Ltd. reserves the right to terminate the contract.
- (c) The expenditure on all provisions should be considered while submitting the quantum of service charges in the financial bid.

**1. Requirements of Licenses**

- (I) The bidder shall be holding a valid license under the provision of Private Security Agencies (Regulations) Act (PSARA)-2005 while submitting the bid and will

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undertake to renew it till the tenure of the contract (if awarded) in respective State or Union territory where services are being offered. Service provider shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract failing which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the service provider to SBI Life Insurance Co. Ltd on demand.

(II) The service provider shall comply with all the legal requirements for obtaining license under Contract Labor Regulations and Abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant Act.

(III) The service provider shall maintain all statutory registers required to be maintained as per license provisions under the law and shall produce the same on demand to the MS Department, SBI Life Insurance Co. Ltd or any other authority under the law.

## 2. **Training**

The Service Provider shall provide the detail of his own Establishment/set up/mechanism/Training Company recognized under PSARA 2005 to ensure that PSARA qualified Security Personnel are made available to SBI Life Insurance Co. Ltd. In addition, the Vendor should have facilities and provisions for continuous training (in terms of soft skills, discipline, field training, salary dispensation etc.) for security man power. Such training should necessarily be organized at regular intervals, and at least once a month in order to ensure effective performance of his/her liabilities and responsibilities. The PSARA training shall be for a minimum period as specified in the PSARA Act and in terms of the detailed training syllabus as prescribed in the PSARA Act and Rules. Monthly refresher training is mandatory to be conducted for security personnel deployed during the currency of contract.

## 3. **Reports**

All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the MS Department, SBI Life Insurance Company Ltd.

## 4. **Conduct of the security man power deployed:**

(i) The security manpower shall not accept any gratitude or reward in any form.

(ii) Under the terms of their employment agreement with the Service Provider, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.

(iii) The personnel engaged by service provider have to be extremely courteous with very pleasant mannerism in dealing with Staff of SBI Life Insurance Company and should project an image of utmost discipline. SBI Life Insurance Co. Ltd shall have right to have any person removed in case of its staff complaints or as decided by representative of the MS Department of SBI Life Insurance Co. Ltd. If it is found that a security personnel is not

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performing the job satisfactorily or otherwise, then SBI Life Insurance Co. Ltd. reserves the rights to remove the security personnel without assigning any reason. The Service Provider shall have to arrange suitable replacement in all such cases at the earliest and within a maximum period of 10 days, without any liability to Principal Employer.

(iv) The personnel engaged by service provider should not be an insurance agent dealing in sale of Insurance policies directly or indirectly.

(v) Security man power engaged by the Service Provider shall not take part in any staff union and association activities.

(vi) The persons deployed shall, during the course of their work be privy to certain confidential documents and information which they are not supposed to divulge to third party. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person deployed liable for penal action under the applicable laws besides action for breach of contract.

(vii) Any loss or theft of property of SBI Life Insurance Co. Ltd, attributable to lack of security measures, shall be recovered from the bills/PSD of Service provider.

#### 5. **Uniform and Badges**

(i) Service provider shall ensure that all security manpower shall put on arms badges distinguishing the Agency for which they are working, shoulder or chest badge to indicate his role or function. Manpower employed as Security personnel shall, have whistle attached to the whistle cord and to be kept in the left pocket, shoes with eyelet and laces, headgear which may also carry the distinguisher mark of the service provider.

(ii) The clothes worn by the security man power while on active duty shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to obstruct movement or bending of limbs.

(iii) Every man power functioning as security personnel while on active security duty will wear and display photo identity card issued on the outer most garment above waist level on person in conspicuous manner.

(iv) Parameters of conduct, discipline and the uniform shall confirm to provisions of PSARA 2005.

#### 6. **Attendance Monitoring Application and Supervision by the service provider**

(i) Service provider shall ensure that adequate supervision will be provided to ensure correct performance of the man power deployed in accordance with the prevailing assignment instructions agreed upon between the service provider and SBI Life Insurance Co. Ltd. Even if security supervisor is not availed by the SBI Life Insurance Co. Ltd. service provider should keep track of performance of the staff deployed and give necessary support to ensure good performance.

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- (ii) The Service Provider will deploy supervisors as per the need given by the SBI Life Insurance Co. Ltd. The supervisor shall be required to work as per the instructions of MS Department, SBI Life Insurance Company Ltd.
- (iii) The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
- (iv) The Service Provider shall be responsible to maintain all property and equipment of the SBI Life Insurance Co. Ltd. entrusted to it.
- (v) The Service Provider shall nominate a Manager on its own payroll who shall be responsible for regular interaction with SBI Life Insurance Co. Ltd. so that optimal services of the persons deployed could be availed without any disruption.
7. The Service Provider should submit self-attested copy of license valid as on date of opening of technical bid under the Contract Labour (R&A) Act 1970 in respect of any employer (s) for whom the Service Provider is currently undertaking the work of providing security services through contract.
8. The security personnel provided shall be the employees of the Service Provider and all statutory liabilities will be paid by the Service Provider including but not limited to ESI, EPF, Maternity benefit, Workmen's Compensation, Gratuity, Statutory Bonus etc. The list of staff being deployed shall be made available in advance before commencement of the deployment. If any changes are required in deployment then a fresh list of staff shall be made available by the Service Provider after changes suggested by SBI Life Insurance Co. Ltd.
9. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various Acts. The Service provider is responsible to pay all taxes, statutory dues to the authorities concerned. SBIL shall not accept any responsibility in this regard. Service Provider shall be solely responsible for compliance with applicable laws such as Sales Tax Law, Provident Fund Law, Labor Law or any other law of the land and registration/approval from statutory authority, if required. The Service provider shall keep SBI Life Insurance Co. Ltd. indemnified at all stages during the currency of the contract.
10. Commencement of the Services – After selecting the successful Bidder, the SBI Life Insurance Co. Ltd shall issue a Letter of Award (LOA) to the selected Bidder. On receipt of the LOA, the successful bidder shall submit letter of acceptance in the prescribed format along with the Performance Security deposit. Performance Security deposit will be deposited within 15 days of submission of letter of acceptance by the successful bidder. The

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Service Provider shall submit copies of agreements signed with required licenses before commencement of services. Failure of the successful bidder to adhere to the above timelines shall be regarded as a breach of terms and conditions contained in this Bid document and render him liable for forfeiture of Earnest Money Deposit and debarment from participating in the future tenders for a period of up to one year.

11. The Service Provider should submit the bill in the name of SBI Life Insurance Co. Ltd, after having given a written confirmation **“That he has not taken any gratification/security deposit, or, any money, by whatever name, while engaging the Security personnel on its rolls towards assuring him/her a job in its organization for services to be rendered at SBI Life Insurance Co. Ltd.”** In case of any such discovery/evidence/video/audio etc. SBI Life Insurance Co. Ltd. shall be free to initiate suitable action, including initiation of penalty, liquidation of PSD or any action as deemed fit to the extent of termination of contract.
12. The antecedents of security personnel deployed shall be verified by the Service Provider from local police authorities and an undertaking (Police verification) in this regard will be submitted to MS Department, SBI Life Insurance Co Ltd within 15 days of deployment.
13. The Service Provider will develop and maintain a real-time online attendance system for each shift within 30 days of the award of the contract and also share the login credentials with MS Department of SBI Life Insurance Co. Ltd. to track/verify the daily/monthly attendance of deployed security personnel on real time basis While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the Authorized/ Representatives of the SBI Life Insurance Co. Ltd.
14. A service provider who can provide real time tracking and attendance on app-based / GPS based attendance devices shall be preferred.
15. All liabilities arising out of but not limited to accident or death of security personnel employed, while on duty shall be borne by the Service Provider.
16. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment and instructions. Hence, the security provider should be extra cautious. The security personnel shall ensure that there are no un-identified/ unclaimed/suspicious objects/person in the buildings/premises of SBI Life Insurance Co. Ltd.
17. Service Provider and its security staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the SBI Life Insurance Co. Ltd premises. Any loss of property/theft of property attributable to the commissions/omissions of the service provider shall be recovered from the next Bill of the service provider. In case the loss happens in the last month of the currency of the contract, then the same may be deducted from the Performance Security Deposit furnished by the Service provider.

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18. The Service Provider shall have his own Establishment/Set up/Mechanism to provide training to security personnel to ensure correct and satisfactory performance of his duties and responsibilities under the contract. It is expected that continuous on the job training will thereafter be organized at various location of PAN India. Training drill of Security personnel should necessarily be organized before deployment in all shifts by the shift supervisors.
19. In the event of any loss to the SBI Life Insurance Co. Ltd. as a result of any lapse on the part of the Service Provider as may be established after an enquiry conducted by the SBI Life Insurance Co. Ltd. such loss will be made good from the amount payable to the Service Provider. The decision of the SBI Life Insurance Co. Ltd. in this regard will be final and binding on the Service Provider.
20. The Service Provider shall perform all such Security services, acts, matters and things connected with the administration and security. The nominated committee shall conduct the surprise check during visit to ensure that the arrangements made by the Service Provider are found in accordance to such directions, instructions issued from time to time which have been mutually agreed between to the parties.
21. The SBI Life Insurance Co. Ltd. shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Service Provider reserves the right to change the staff with prior approval from the NSSO, SBI Life Insurance Co. Ltd without assigning any reason.
22. The Service Provider shall be responsible to protect all properties, installations and equipment's of the SBI Life Insurance Co. Ltd.
23. The personnel engaged by the Service Provider shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of INR 1000/- on the Service provider on each instance per day. The penalty on this account shall be deducted from the Service Provider's bills.
24. **Sexual Harassment at workplace**  
The contractor shall be solely responsible for full compliance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. The Service provider shall take cognizance of the Complaints Committee constituted by the SBI Life Insurance Co. Ltd. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the service provider, for instance any monetary relief to SBI Life Insurance Co. Ltd employee, if sexual harassment by the employee of the service provider is proved by the Committee. The person/employee involved in sexual harassment of the SBI Life Insurance Co. Ltd employee shall be removed from the SBI Life Insurance Co. Ltd premises till the enquiry is completed and if such person is found to be guilty, he may be permanently removed from the SBI Life Insurance Co. Ltd premises. The service provider shall be responsible for

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educating its employees about prevention of sexual harassment at workplace and harassment of women at workplace.

25. The eight hours' shift will normally commence from 7:00AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00AM where the deployment is for 24 hours duration. But the timings of the shift are changeable and can be fixed by the SBI Life Insurance Co. Ltd. depending upon the requirements from time to time. The personnel will have to report at least 30 minutes or as applicable in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities and deployed on time. Before each drill, the Shift supervisor shall arrange drill and ensure that the security manpower is suitably deployed at its designated point.
26. The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff. SBI Life Insurance Co. Ltd. shall have right to have any person removed in case the security personnel are not performing the job satisfactorily without assigning any reason for the same. The Service Provider shall have to arrange the suitable replacement in all such cases.
  - (a) The Service Provider shall not employ any security personnel below the age of 25 years and not above the age of 50 years. Manpower so engaged should be trained for providing security services and firefighting services.
  - (b) The service provider agency will be required to get all the documents/testimonials verified from MS Department , SBI Life Insurance Co. Ltd and to get the candidature confirmed in all respect, before engagement of the manpower.
  - (c) The post wise eligibility criteria (as the case may be) shall be as under:

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Name of Post	Desired Qualifications	Responsibilities
Security Supervisor	<p>Should have knowledge of security related matter, fire- fighting, fire safety and allied functions, as per model syllabus of PSARA.</p> <p>Should have experience and be able to exercise command and control over the security personal deployed</p> <p>Physical standards and medical fitness as per PSARA Act and Rules.</p> <p>Should be minimum 12th Pass Should have working knowledge of English, Hindi &amp; Local Language Minimum Experience of 5 years</p>	<p>Security Supervisors will be Shift-leaders and bear the responsibility of security in the entire SBI Life Insurance Co. Ltd. premise.</p> <p>Each shift shall have a designated number of Security Supervisors. They shall execute shift change over, while ensuring that the posts are vacated only when the next shift personnel/ replacement is in position.</p> <p>They shall carry-out supervision of all security related activities in the organization as well as advice and guide the security personnel and other security related persons in carrying out their duties</p> <p>They shall carry-out or supervise protocol activities of receiving, escorting, seeing VIPs. To liaise with police and other investigating agencies as and when required.</p>
Un-Armed Male/Female Security Personnel	<p>Should have knowledge of security related matter, fire- fighting, fire safety and allied functions, as per model syllabus of PSARA.</p> <p>PSARA Trained; Should get trained in PSARA course within 90 days of deployment.</p> <p>Should have working knowledge of Hindi or English and local language Good physique and personality fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules</p> <p>Should be minimum 10th Pass Experienced candidates will be preferred.</p>	

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27. Accordingly, no person shall be eligible to be engaged or employed as security personnel or Security supervisor concerned with the management of security services, unless he fulfills the following standards of physical fitness: -

(a) Height:	Men	-	162 cms
	Women	-	150 cms
(b) Weight:	According to standard table of height and weight		
(c) Chest:	80 cms with an expansion of 4 cms Not applicable for women candidates		
(d) Age:	Between 25 to 50		

- a) **Eye sight:** far sight vision 6/6; near vision 0.6/0.6 with or without correction.  
b) **Hearing:** free from defect and should be able to hear and respond to the spoken voice and the alarms generated by security equipment's.  
c) The candidate shall have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.

\*Physical fitness certificate should be submitted prior to joining.

(a) A candidate shall be free from evidence of any contagious or infectious disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.

(b) The Agency shall ensure that every security personnel working for it undergoes a medical examination after every twelve months from his last such examination, so as to ensure the continued maintenance of physical standard as specified for the entry level. Medical record shall be maintained by agency and put up for inspection as and when called for by Controlling Authority or authorized officer nominated by Controlling Authority, SBI Life Insurance Co Ltd.”

(c) The service provider shall also ensure compensation in case of any work-related injury and Maternity Benefit Act to all the security personnel deployed by it.

28. No Security personnel will be allowed to perform double duty or continuous duty unless authorized by designated authority of SBI Life Insurance Co. Ltd. The service provider will monitor the daily functioning/ operations through their supervisory staff.
29. The security personnel deployed by the Service Provider shall work under Service provider Security supervisor/Manager under the directions of MS Department, SBI Life Insurance Co. Ltd.
30. The reimbursement of wages paid would be made on monthly basis for all shifts deployed by the Service Provider based on the duty certificate supported by attendance sheet and duly verified by the concerned In-charge for Security of the branch.
31. The Service Provider shall deposit EPF and ESI of both employer and employee share proof

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of the same before 15<sup>th</sup> day of ensuing month.

32. The Service Provider along with the invoices raised, will submit copy of ECR of EPF, ESI & GST with the proof/copies of paid challans showing payment of statutory dues for the previous month along with monthly bills.
33. The Service Provider will ensure that personnel engaged by him are paid their wages on monthly basis before seventh day of ensuing month. To ensure this requirement, the following procedure will be adopted: -
- (a) Service Provider shall pay monthly wages by Seventh (07) day of each ensuing month. Disbursement of wages on monthly basis shall not be linked to the payment of reimbursement of pervious bill by SBI Life Insurance Co. Ltd. Hence the Service providers having sufficient financial capability should only apply for the tendering process. The bills can be claimed only after having furnished proof of payment made to the security personnel deployed at SBI Life Insurance Co. Ltd. site. Under no circumstances payment can be claimed by service provider in advance.
- (b) Payment to such workers must be online (NEFT/RTGS) to their Bank A/C. To ensure this mode of payment service provider will ensure that a bank account opened for every worker engaged.
- (c) In order to ensure that entitled wages are disbursed by 7<sup>th</sup> of the ensuing month, the following schedule will be adhered to:
- i) Month means the total number of days in a calendar month.
- ii) Monthly bill cycle will be from 1<sup>st</sup> day of the previous month to last day of the previous month.
- iii) Monthly bill as per above cycle, will be submitted by the service provider in the first week of next month.
- d) The service provider must ensure that entitled wages of the workers are disbursed latest by 7<sup>th</sup> of the ensuing months. Service provider will not be given any relaxation in this matter. In case there is a delay in payment of compensation to employees beyond seventh day of the month, service provider is liable to pay damages at the rate of INR 5000/- per day. The bill-clearance time of SBI Life Insurance Co. Ltd. shall not be linked with disbursal of wages. SBI Life Insurance Co. Ltd. shall take 30 days, from the date of submission of error-free bill to examine, approve and clear the bill, as per standard practice. If the 7<sup>th</sup> happens to be a bank holiday then the salary needs to be paid on the last working day falling before the 7<sup>th</sup> of every month.
- e) The monthly payment to service provider would be limited to the entitled man days as per deployment order for the month or actual deployment whichever is less.
- f) While submitting the bills for the next month, the service provider shall also submit the following documents and compliance declaration certificate in soft copy and hard copy.

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- i) Attendance register of preceding month in prescribed format
  - ii) Wage register of preceding month in prescribed format
  - iii) OT register
  - iv) Bank statement for salary transfer
  - v) PF, ESIC, LWF & PT paid challan
  - vi) PF & ESIC ECR Copies
  - vii) Wage slips
  - viii) Maternity register
  - ix) That he is complying with all statutory Labour Laws including Minimum Wages act.
  - x) All Levy/statutory payment due to be made to the government on account of deployment of Security personnel PAN India will be borne by the service provider at their own cost and no payment in this regard will be claimed during the currency of contract or even after that. Notwithstanding the above, service provider will be required to submit challans of payments made to Govt. agency on quarterly basis. Service provider will indemnify SBI Life Insurance Co. Ltd. against any notices/ summons issued by the agencies for noncompliance on part of service provider.
  - xi) In addition to the above, security service provider will be require to furnish and undertaking in non-judicial stamp paper stating that all statutory compliance have been fulfil in the preceding six months and no unauthorized deduction has been made from the salary of security personnel deployed.
34. SBI Life Insurance Co. Ltd reserve the right to appoint a third-party agency to carry out compliance Audit to check statutory compliances any no. of times during the contract period, while doing the compliance check if the auditor finds any non – compliance on any of the statutory payments, then SBI Life Insurance Co. Ltd. has the right to hold the invoice payment until the observations are rectified by the service provider.
35. The Service provider at their own cost shall insure all security personnel under Group Life Insurance Policy with minimum sum insured of INR 5,00,000/- (Rupees Five Lakhs only) per Security Personnel for the entire tenure of the contract and provide to the Company the proof of such insurance cover Any security personnel added during the tenancy of the contract will also be covered under Group Insurance policy and proof of the same will be submitted within one month of joining. Service provider will not claim reimbursement of the premium paid in case the contract is terminated prematurely and even during the currency of the contract.
36. The Service provider shall insure all security personnel cover under Workmen’s Compensation policy of The Workmen’s Compensation Act 1923. Any security personnel added during the tenancy of the contract will also be covered under this policy and proof of the same will be submitted within one month of joining. Service provider will not claim reimbursement of the premium paid in case the contract is terminated prematurely and even during the currency of the contract.

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37. The service provider shall insure all the security personnel, who are not covered by ESIC Act due to revision of Gross Pay or any other reason with a family floater (Including Spouse + 2 Children), Health Insurance policy with annual coverage of INR 5,00,000/- (Rupees Five Lakhs only) per annum. The policy shall be renewed every year and proof of the same will be submitted on commencement of the service and thereafter, before the first day of thirteenth and twenty fifth month of the contract. The service provider will not claim reimbursement of the premium paid in case the contract is terminated prematurely and even during the currency of the contract.
38. Any damage or loss caused, in whatever form, by personnel(s) deployed by Service Providers to the SBI Life Insurance Co. Ltd. would be recovered from the Service Provider.
39. **Ensuring Smooth transfer of Security Services:** It will be the responsibility of the successful bidder to plan a taking over period from the existing service provider. For this necessary facilitation shall be extended by SBI Life Insurance Co. Ltd. This transition period, while the existing contract is functional, shall not be counted towards billing. A period of minimum 5 to 7 days orientation of its staff should necessarily be planned by the service provider towards such transfer.
39. Here it is clarified that the base line in this context shall be that "The deployment of the personnel needs to be started within two (02) weeks of the placement of work order. In case of failure, the penalties referred to above will be considered for imposition against the service provider.
40. Any liability arising out of any litigation due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all expenses/fines. The concerned Service Providers personnel shall attend the court proceedings as and when required.
40. If the Service Provider is a Registered Company/partnership of two or more persons, all such persons shall be jointly be liable to the SBI Life Insurance Co. Ltd. for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company/partnership shall not be altered without the approval of the SBI Life Insurance Co. Ltd.
41. During the course of contract, if any Service Providers personnel are found to be indulging in any corrupt practices or causing any loss of property then SBI Life Insurance Co. Ltd. shall be entitled to terminate the contract forthwith duly forfeiting the Service Providers Performance Security Deposit.
42. The Service Provider shall not engage any such sub-Service Provider or sister concern company or transfer the contract to any other person in any manner during the original term of the contract.
43. The Service Provider shall indemnify and hold the establishment harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services

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under the contract.

44. Service Provider shall submit the following documents/details in respect of the personnel deployed at SBI Life Insurance Co. Ltd premises
  - a) self-declaration form and character Certificate of his native district and resident district where he is living now.
  - b) Father Name, Date of Birth, Residential Address, Education, professional skills and experiences, criminal cases if registered against him in any part of India.
  - c) If criminal cases are registered against Service Provider or security personnel its detail/status must be mentioned separately.
45. Identity card issued by the service provider to its Security Personnel will be as per the provision of the Shops & Establishment Act.
46. Security personnel engaged by the Service Provider shall not take part in any staff union and association activities.
47. The Service Provider shall bear all the expenses incurred towards provisioning of uniform to security personnel deployed at SBI Life Insurance Premise PAN India. Two sets of uniform will be provided by the service provider every year. At any time during the contract if it is established that undue deduction of salary/collection of cash on account of provisioning of uniform to Security Personnel, then SBI Life Insurance Co. Ltd. reserves the right to terminate the contract. The expenditure on all provisions should be considered while submitting the quantum of service charges in the financial bid.
48. Service Provider will insure that mobile feature phone or other communication facility is held with each supervisor on duty and to all security personnel to ensure effective and timely communication.
49. The SBI Life Insurance Co. Ltd. shall not be under any obligation for providing employment to any of the worker of the Service Provider after the expiry of the contract. The SBI Life Insurance Co. Ltd. does not recognize any employee employer relationship with any of the workers of the Service Provider.
50. If as a result of post payment audit any overpayment is detected in respect of any work done by the Service Provider or alleged to have been done by the Service Provider under the tender, it shall be recovered by SBI Life Insurance Co. Ltd. from the Service Provider.
51. If any underpayment is discovered, the amount shall be duly paid to the Service Provider by SBI Life Insurance Co. Ltd.
52. The Service Provider shall provide the copies of relevant records pertaining to the period of contract or otherwise even after the contract is over whenever required by the SBI Life Insurance Co. Ltd.

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53. Security personnel will be eligible for paid weekly off. It shall necessarily mean one paid-leave after 6 days of work. The month and monthly payment will be counted accordingly on actuals, supported by attendance of deployed personnel. There is no provision of Overtime payment by SBI Life Insurance Co. Ltd. in this tender. As such the payments will differ in months having 31 days, or 30 days, or 28/29 days, and shall be as per actuals. For computation of Basic pay, the quantum will however remain at 26 days. while for the month less than 30 days, the smaller number of days 1, or 2, as the case may be, will be deducted.
54. The Service Provider should have their own supervisory and quick response team to deal with any emergency situation.
55. Additional security personnel if required during the currency of contract due to branch expansion then the same will be provided by the service provider within 7 (Seven days).

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### STATUTORY PAYMENTS

- a) **Basic** - The Service Provider shall pay the Basic Minimum wages rate as per Central Minimum wages notified by the Chief Labour Commissioner, Ministry of Central Labour on time to time.
- b) **VDA** - The Service Provider shall pay Variable Dearness Allowance (VDA) wages as per Central Minimum wages notified by the Chief Labour Commissioner, Ministry of Central Labour from time to time.
- c) **Provident Fund** – Service provider shall deposit the PF contribution to EPFO (RPFC) every month before the due date. 12 % of Employee and 13 % of Employer contribution on Basic + VDA (Capped at maximum of INR 15000/- per month). The component of Employer Contribution will be reimbursed to the service provider by SBI Life Insurance Company Ltd with the Bill towards contribution to the employee PF Account.
- d) **ESIC** - Service provider shall deposit the ESIC contribution to ESI corporation every month before the due date. Contribution percentage of 3.25 % of Gross Wages on account of Employer contribution will be reimbursed by SBI Life Insurance Co. Ltd to the service provider on account of ESIC payment. Employee contribution at the rate of 0.75% will be deducted from employee wages.
- e) **Gratuity** – Service provider shall be paid Gratuity amount at the rate of 4.81% on Basic + VDA by SBI Life Insurance Co. Ltd. on monthly basis. Service provider will be required to furnish the details of Trust, Insurance Policy, etc. where this money is being deposited on monthly basis. Service provider will be required to furnish month wise details of contribution made towards Gratuity before claiming payment for the ensuing month. The detail of trust/ insurance policy where this amount is proposed to deposited is required to be submitted by service provider before the scheduled pre-bid meeting in order to carry out technical evaluation. No Service charge will be claimed by the service provider on account of payment towards Gratuity amount.
- f) **Leave wages** – Service provider shall be paid Leave wages as applicable from state to state on Gross wages. Service provider shall ensure monitoring of yearly leave availed by deployed manpower till 31 March every year and reimburse the monitory component of the leave in cashed by the employee for the previous year (up to 31 March) by 30<sup>th</sup> April every year.
- g) **Bonus** – Service provider shall pay the statutory bonus as per the Payment of Bonus Act, 1965, at the rate of 8.33% on Basic + VDA to Security personnel deployed staff on yearly basis by 30<sup>th</sup> September of every year during the currency of contract. The payment made will be reflected in the pay slip of the Employee. This amount paid to the employees will be reimbursed by SBI Life Insurance Co. Ltd to the service provider based on verification of payment proof in Form C and verified return in Form D. No Service charge will be claimed by the service provider on account of payment towards onus disbursement.

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- h) **Guard board Levy payment (Applicable for the state of Maharashtra)** – All Levy payment due to be made to the government on account of deployment of Security personnel PAN India will be borne by the service provider at their own cost and no payment in this regard will be claimed during the currency of contract or even after that. Notwithstanding the above, service provider will be required to submit challans of payments made to Govt. agency on quarterly basis. Service provider will indemnify SBI Life Insurance Co. Ltd. against any notices/ summons issued by the agencies for noncompliance on part of service provider.
- i) **Full and Final Settlement of Outsource Employee:** The full and final settlement of all employees will be provided by the service provider within one month on completion/termination of the contract. When an outsource employee is relieved/resigns from his employment with service provider, the service provider has to settle his final settlement (PF, Gratuity, Leave wages, Wages, Bonus, etc.)

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S. No.	Description of Irregularities	Penalty (In INR)
1	If the required workers are less than the minimum required.	500
2	Staff not in Uniform/ without I-Card.	500
3	Misbehavior by the Contract Manpower to SBI Life Insurance Co. Ltd. employee or visitors.	5000
4	Recurring of irregularities given at S. No. 1 to 2	2000

1. In case any of personnel deployed by the Service Providers under the contract fails to report in time and Service Provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 500/- per vacant point per shift will be deducted from the Service Providers bill. This does not imply that the service provider will pass on the deduction to the employee not present as per deployment as penal deduction.
2. In case any public complaint received is attributable to misconduct/misbehaviour of Service Provider's personnel & is assessed as true by MS Department, SBI Life Insurance Co Ltd, a penalty of INR 5000/- for each such incident shall be levied and the same shall be deducted from Service Providers bill. Besides, the Security Personnel found involved in

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the incident shall be removed from the service immediately.

3. In case the Service Provider fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract or delays in deployment of security personnel, the Company reserves the right to impose the penalty as detailed below: -
  - a. In case of deployment is not made within in the given period of time, 5 % penalty per week will be imposed on the value of total amount of monthly billing amount for each week or part thereof, limited to a maximum of 10 percent of contract value.
  - b. In case the Services Provider fails to deploy the personnel for a period of 2 weeks from the date of placement of order, the contract is liable to be terminated by the competent authority.
  - c. Failure to comply with PSARA qualification terms in Tender, within in the given period of time, 0.5% penalty per week will be imposed on the value of total amount of contract for each week or part thereof, limited to a maximum of 10 percent of contract value.

**Name & Signature of authorized signatory**

**Seal of Bidder**

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**Contract / Service Agreement (Template)**



Service Agreement  
Template.docx

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**Appendix-G**

**NON-DISCLOSURE UNDERTAKING**

This Non-Disclosure Undertaking (“Undertaking”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty Five

**By: -**

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 having its PAN - \_\_\_\_\_ and registered office at \_\_\_\_\_ (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

**OR**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its PAN - \_\_\_\_\_ and its office at \_\_\_\_\_ (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its partners and their respective heirs, executors, administrators and permitted assigns of the last surviving partner)

**OR**

\_\_\_\_\_, a limited liability partnership, registered under the Limited Liability Partnership Act, 2008, bearing LLPIN No. \_\_\_\_\_, having PAN - \_\_\_\_\_ and its registered office at \_\_\_\_\_ (hereinafter referred to as the “**Bidder**” which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

**IN FAVOUR OF**

**SBI Life Insurance Company Ltd.**, a company incorporated under the Companies Act, 1956 having its registered office at “Natraj”, 8th Floor, M.V. Road & Western Express Highway Junction, Andheri (East), Mumbai- 400069 (hereinafter referred to as the “**SBI Life**” which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns).

**WHEREAS**, SBI Life has provided certain proprietary and confidential information, concerning its products, service, organisation, its employees, employee’s details, decision processes, strategic

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business initiatives, technical infrastructure, working processes, delegation of responsibilities, project management, planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc. to the Bidder to facilitate Bidder's response to its Request For Proposal for \_\_\_\_\_ ("RFP").

**NOW, THEREFORE**, in consideration thereof, the Bidder agrees and undertakes to:

- hold all the proprietary and confidential information received from SBI Life in confidence and will not disclose such information to any third party.
- use such information only for the purpose of responding to the RFP.
- restrict disclosure of such information to its employees who are having a need to know and inform such employees of the obligations assumed herein.
- not disclose such information to any third party without the prior written approval of SBI Life.
- protect the proprietary and confidential information received from SBI Life with at least the same degree of care as it normally exercises to protect its own proprietary and confidential information of similar nature.
- ensure that Bidder's employees will not disclose any information so received even after they cease to be employees of the Bidder.
- ensure destroying / purging of any confidential data received from SBI Life at the earliest of the closure of the bidding process or on the bidder getting eliminated from the bidding process.

The Bidder shall indemnify SBI Life, its directors, officers, employees, subsidiaries and /or affiliates and hold them harmless against any loss or damage that SBI Life, its directors, officers, employees, subsidiaries and /or affiliates may sustain on account of any leakage of confidential information pertaining to and supplied by SBI Life or on account of any violation of intellectual property, confidentiality, privacy, patents, trademark etc., by the Bidder in respect of any Intellectual Property, practices, hardware, software, systems, process, technologies, etc. in whatever manner described.

**IN WITNESS WHEREOF**, the Bidder has caused this undertaking to be executed as of the date set forth above.

For <Bidder Name >

Authorised Signatory seal: - \_\_\_\_\_

Name of Authorised Signatory: - \_\_\_\_\_

Designation: - \_\_\_\_\_

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**Appendix-H**

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

<b>Bidder Name</b>	<b>Sl. No</b>	<b>RFP Page No</b>	<b>RFP Clause No.</b>	<b>Relevant extracts of respective Clause</b>	<b>Query</b>

**Public**

[On Bidder's letter head]

**Format for Submission of Client References**

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

**Name & Signature of authorized signatory****Seal of Bidder****Public**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF SBI Life Insurance Co. Ltd., a company incorporated under the Companies Act, 1956 having its registered office at "Natraj", 8th Floor, M.V. Road & Western Express Highway Junction, Andheri (East), Mumbai- 400069, hereinafter referred to as "SBIL" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
  
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and/or principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof shall include its successors, executors & assigns) has agreed to \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBIL in accordance with the Request for Proposal (RFP) No \_\_\_\_\_
  
3. WHEREAS, SBIL has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
  
4. WHEREAS, in accordance with and in furtherance to the terms and conditions of the above referred RFP , Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBIL, if Service Provider fails to fulfill its obligations as agreed in RFP.
  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP, SBIL shall be entitled to invoke the Guarantee.

**Public**

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- i. Any neglect or forbearance on the part of SBIL to Service Provider or any indulgence of any kind shown by SBIL to Service Provider or any change in the terms and conditions of the Contract or the Services shall not, in any way, release or discharge the Guarantor from its liabilities under this Guarantee.

**Public**

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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

\_\_\_\_\_  
**Authorized official**

**Public**

**Instructions to participate in e-Tender.**

- Login to website: <https://etender.sbi>
- Log in with credentials
- Click on RFX Tender à Search RFX Tender à you will find the Live e-Tender ID & details.
- Click on Dashboard
- Click on "I Agree" to confirm your participation.
- Click on Fill next to each Bidding Form.
- After Filling all details along with Remarks, click on Save.
- To upload supporting documents, click on Map Documents.
- After submitting filling all required details and Uploading all supporting documents verify entered details.
- After Verification to submit your bid click on "Final Submission".