



SBI Infra Management Solutions Pvt. Ltd., Circle Office Lucknow on behalf of State Bank of India Invites tender/RFP (Price Bid through e-reverse auction) from Original Equipment Manufacturer or their authorized dealer of approved make for the Supply, installation, testing and commissioning (SITC) of one new 30 KVA capacity Diesel Generator set for State Bank House, 56-A, Cantt., Kanpur 208001. Price bid shall be invited through digitally signed **Electronic form** e-Reverse auction through online e-Tendering System portal <https://etender.sbi>. Details of RFP/Tender are as under:

1.	Name of Work	Supply, installation, testing and commissioning (SITC) of one new 30 KVA Diesel Generator set with CPCB compliant acoustic enclosure and accessories with AMF panel for State Bank House, Turner Road Cantt., Kanpur 208001. <u>APPROVED MAKE OF ALTERNATOR:</u> STAMFORD /KIRLOSKAR/ KIRLOSKAR ELECTRIC / CROMPTON GREAVES.
2.	Date and Time for downloading tender documents	Tender document will be available for from Date. 10.12.2018 to date 30.12.2018 at Bank's website www.sbi.co.in under "procurement News" section.
3.	Cost of Tender Documents:	Rs.1000/- (Rupees one thousand only) (Non-Refundable) in the form of Banker's Cheque /Demand Draft Issued by Any Nationalised /Scheduled Bank Favouring " SBI Infra Management Solutions Pvt. Ltd. " Payable at Lucknow, which is to be submitted along with the Technical Bid in a separate envelope super scribing "Tender Fees". Account No.:35980903891, IFSC Code: SBIN0008586, Branch Name: Madame Cama Road Branch, Mumbai.
4.	Earnest Money Deposit (EMD)	Rs. 8000/- (Rupees eight thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised/ Scheduled Bank Drawn in favour of " SBI Infra Management Solutions Pvt. Ltd. " Payable at Lucknow , which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD". EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.
5.	Initial Security Deposit (ISD)	2% of awarded value of work including EMD
6.	Retention Money	5 % (Including EMD+ISD)
7.	Queries from prospective bidders for pre bid meeting	Prospective bidders should send their queries by email on headluc.sbiims@sbi.co.in latest by 20.12.2018 by 17:00 Hrs. late emails will not be entertained. Copy of senders authorised dealership /OEM /OEA certificate should be sent with the email as attachment. Certificate should be sent in PDF/JPEG/MNE format. E-



		mails sent without the aforesaid attachment will not be considered.
8.	Date & venue of pre-bid meeting	On 21.12.2018 at 15:30 Hrs at office of the Vice President (SBIIMS), State Bank of India, Administrative Office, M. G. Marg, Kanpur 208001. All clarifications will be published in Banks website. Only those firms will be allowed to attend the pre bid meeting whose representative carry the following documents. i. Authorisation letter on Company/firm letter head authorising the person to attend the pre bid meeting. ii. Copy of senders authorised dealership/ OEM certificate. Also only representative of one each vendor shall be allowed for the pre bid meeting.
9.	Pre-bid meeting deliberations/clarifications.	Will be placed on 24.12.2018 on Bank website www.sbi.co.in under "Procurement News".
10.	Last date, time and Mode of submission of Technical Bid document along with Authorization Letter, Tender fees and EMD.	The signed and stamped copy of Technical bid along with following documents in sealed envelope should reach to us on or before Dated. 30th Dec 2018 1) Signed and stamped copies of complete Tender Document (technical bid). 2) EMD 3) Authorization letter from OEM if bidder is a dealership firm 4) Tender Fees 5) Authorization letter mentioning the name of the representative having Digital Certificate Signature (DSC) valid for 3 months for participation in e-tender.
11.	Address at which the Technical bid are to be submitted	The sealed envelope comprising all documents as stated above in Sr. No.7 to be submitted to the following address and it should reach us on or before 30th Dec 2018 The Vice President(SBIIMS), SBI Infra Management Solutions Pvt. Ltd. Circle Office Lucknow, Sixth Floor, Local Head Office M. G. Marg, Hazratganj Lucknow. Tenders received without any one or more document mentioned above shall be rejected and such bidders shall not have allowed to participate in online bidding note.
12.	Date, Time and Place of Opening of Technical Bid.	31.12.2018 by 16:00 Hrs {In case the date of opening of Bids is declared as a holiday, the Bids will be opened on the next working day on same time. The bidders or their representatives, if desired, may remain present at the time of opening of the bids. <u>Place of opening:</u> SBI Infra Management Solutions Pvt. Ltd. Circle Office Lucknow, Sixth Floor, Local Head Office M. G. Marg, Hazratganj Lucknow. The online price bid of those bidder shall be opened, who



		are qualified in Technical bid (Part-1).
13.	Submission of Indicative Price Bid through “Sealed Bid Option”/Price bid through e-Reverse auction	On a subsequent date which will be communicated to such bidders who qualify in the technical bid. All the participating bidders must have valid digital certificate (DSC) or arrange to take the DSC before the e-auction. No excuses will be allowed in this regard.
15.	Payments/Terms	80% of total quoted rates against delivery of materials after testing/checking at site with necessary documents/test certificates and 10% after erection/testing/commissioning. 5% will be against completion certificate/after clearances from CPCB/SPCB and Directorate of Electrical Safety, Uttar Pradesh and remaining 5% will be held with us as security deposit for 1 year and could be released after submission of performance Bank Guarantee from a any scheduled /commercial Bank.
16.	Completion period	5 weeks in coordination with other agencies
17.	Validity for Offer	3 (Three) Months from The Date of Opening of Price-Bid.
18.	Commencement of Work	7th Day from the date of receiving of Work Order
19.	Defects Liability Period	12 Months (Twelve months)
20.	Payments terms	No advance payment shall be made.
21.	Period of Honoring Payment Certificate Insurance	15 Days from date of submission of bill/ invoice and 45 days for final certificate
22.	Insurance	As per Insurance clause of the Tender Document.
23.	Working Schedule for Commercial Buildings	In Co-ordination with all the other agencies without disturbing the functioning of the Bank.
24.	Liquidated Damages for Delay	The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.
25.	Eligibility of the contractor	Fullfilling criteria as detailed in the Annexure-D
26.	Payments/Terms	80% of total quoted rates against delivery of materials after testing/checking at site with necessary documents/test certificates and 10% after erection/ testing/commissioning. 5% will be against completion certificate/after clearances from CPCB/SPCB and Directorate of Electrical Safety, Uttar Pradesh and remaining 5% will be held with us as security deposit for 1 year and could be released after submission of performance Bank Guarantee from a any scheduled / commercial Bank.
		M/s E-Procurement Technologies Pvt. Ltd Registered



27.	For E-Tender related queries	Office at:-B-705, Wall Street-II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmadabad, Gujarat-380006. Ph:-91-079- 40230 801/806/800.
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- In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- The bidder, who is the authorized representative and participating on behalf of company/Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.
- The signed copies of technical Bid documents, tender fees, authorization Letter, Technical Specification sheet and EMD should be submitted in sealed envelope, failing which tender summarily rejected.
- The price bid (Part-2) to be submitted only online.
- Payments towards the above work shall be made by SBI.
- SBIIMS reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.
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- SBIIMS reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contractor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.
- Conditional tenders are liable for rejection.

ALL BIDDERS ARE INFORMED THAT PRICE BIDDING WILL BE DONE THROUGH E-REVERSE AUCTION METHOD. THE BILL OF QUANTITY BEING ISSUED IS TO BE SUBMITTED THROUGH THE “SEALED BID OPTION” IN THE E-PROCUREMENT PORTAL FOR THE PURPOSE OF AN “INDICATIVE PRICE BID” FOR THE TENDER BEFORE THE REVERSE AUCTION THROUGH E-TENDERING PROCESS. ORDERS WILL BE PLACED ON THE BASIS OF RATES BID BY BIDDERS IN THE E- REVERSE AUCTION WHICH WILL BE HELD SUBSEQUENTLY. BANK SHALL AT ITS FULL AND FINAL DISCRETION TO FIX THE START BID PRICE AND DECREMENT VALUE FOR THE E-TENDERING REVERSE AUCTION FOR WHICH IT MAY TAKE INPUTS FROM THE INDICATIVE PRICE BID, MARKET RESEARCH/ENQUIRIES AND OTHER SOURCES.ITEM WISE RATES BID IN THE “INDICATIVE PRICE BID” WILL ALSO BE UTILISED TO FINALISE ITEM WISE BREAK UP OF THE ACCEPTED SINGLE AMOUNT BID IN THE E REVERSE AUCTION. THE METHOD OF FINALISING THE BREAK UP IS DETAILED AT CLAUSE NO. 39 OF “SPECIAL CONDITIONS OF TENDER”. BEFORE THE E-TENDERING, THE AGENCY CONDUCTING THE E-



TENDERING WILL INTIMATE NECESSARY DATES, TIME, DETAILS, RULES, METHODOLOGY ETC. OF THE E TENDERING, REVERSE AUCTION ETC. TO ALL BIDDERS.

Tender will be in two parts, Part I: Containing terms and conditions, specifications etc. as in tender and changes if any, as modified on Bank website after pre Bid meeting and Part II: The Bill of Quantity(BOQ) which shall have to be submitted through the “Sealed Bid Option” in the e-Procurement portal as **Indicative Price Bid** before E-tendering, reverse auction.

Part I of the tender shall have to be submitted in Cover I addressed to The Vice President (SBIIMS), SBI Infra Management Solutions Pvt. Ltd. Circle Office Lucknow, Sixth Floor, Local Head Office M. G. Marg, Hazratganj Lucknow.

Cover I shall be super scribed “RFP for Supply, installation, testing and commissioning (SITC) of one 30 KVA each Diesel Generator set with acoustic enclosure, AMF panel and accessories for State Bank House, Turner Road Cantt., Kanpur 208001 Due On 26/12/2018, Technical Bid”

1. Cover-I: Shall contain Earnest Money Deposit and Part I of the tender document signed and sealed on each page by authorized signatory. Tenders without proper EMD will be summarily rejected.

Cover I of the tender shall also contain the following:

(a) Power of attorney/authorization with seal of company/ firm in the name of person signing the tender documents.

(b) List of deviation, if any, in commercial terms & condition

(c) List of deviation, if any, in technical specification.

(d) Any other technical information the tenderer wishes to furnish.

(e) Technical Literature/Catalogues of the equipment being offered along with related drawings.

(f) DETAILS OF SERVICE CENTRE WHICH WILL BE PROVIDING AFTER SALES SERVICE. HAVING ADEQUATE SERVICE FACILITY TO THE SATISFACTION OF BANK IS A MUST FOR THE RFP TO BE CONSIDERED FURTHER. In this connection feedback can be sought from other customers as to quality of services.

2. " **Indicative Price Bid** " in INDIAN RUPEES only with detailed break up of price as per Bill Of Quantity shall have to be submitted through the “Sealed Bid Option” in the e-Procurement portal for which details, date, time etc. shall be advised by the service provider agency engaged by Bank for E tendering. Bill of Quantity can be revised/modified, if required, after technical bidding and before opening of “Indicative Price Bid”.

3. Only those tenderers who are considered acceptable by the Bank at this stage shall be considered for price bidding through e-Tendering, reverse auction. Acceptable tenderers will be intimated about the date and time and other relevant details of the e-Tendering reverse auction by the agency providing service to the Bank for the e-Tendering.

4. Delays in submission of any document arising out of the postal irregularities/or any other reason at any stage will not be considered. Also the Bank will not be responsible for damage to tender in transit in case of postal/courier delivery. Late tenders will not be accepted. Tenders without proper Earnest Money Deposit will be rejected.

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

6. SBI has the right to accept/reject any/all tenders without assigning any reasons:



7. NOTWITHSTANDING ANYTHING ELSE MENTIONED IN THE TENDER ANY WHERE ELSE THE FOLLOWING POINTS/STIPULATIONS SHALL GOVERN IN THE MATTERS THEY ADDRESS:

- i. PRICE BIDDING ON WHICH LETTER OF ACCEPTANCE SHALL BE BASED SHALL BE THROUGH E REVERSE AUCTION FOR WHICH RULES AND PROCEDURE INTIMATED TO THE BIDDER BY THE E REVERSE AUCTION SERVICE PROVIDER SHALL GOVERN. RATES BID IN “INDICATIVE PRICE BID” SHALL HAVE LIMITED PURPOSE OF BEING ONE OF THE TOOLS TO DECIDE START BID PRICE FOR THE E REVERSE AUCTION AND FOR FIXING ITEMWISE BREAK UP OF CONSOLIDATED AMOUNT BID AND ACCEPTED AFTER E REVERSE AUCTION, METHOD FOR WHICH IS GIVEN IN CLAUSE NO. 39 OF “SPECIAL CONDITIONS OF TENDER”
- ii. DEFECTS LIABILITY PERIOD FOR THE INSTALLATION SHALL BE TWO YEARS AFTER THE DATE OF HANDING OVER OF COMPLETED WORK. DURING THE PERIOD CONTRACTOR WILL HAVE TO PROVIDE COMPREHENSIVE MAINTENANCE SERVICES INCLUDING LABOUR, SPARES AND REPAIRS WITHIN THE CONTRACT PRICE PAID FOR DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF THE SYSTEM WITHOUT ANY ADDITIONAL CHARGE. THEREAFTER, I.E., FOR THE 3RD, 4TH AND 5TH YEAR AFTER DATED OF HANDING OVER. BIDDER HAS TO INCLUDE AMC SERVICES CHARGES IN HIS E REVERSE AUCTION BID. THE AGGREGATE AMC EXPENSES FOR THE 3RD, 4TH YEAR AND 5TH YEAR AFTER DATE OF HANDING OVER WILL BE INCLUDED IN THE E REVERSE AUCTION BID.
- iii. BIDDER WILL HAVE TO FILL UP, COMPLETE, SIGN AND STAMP THE CERTIFICATE IN THE FORMAT INCLUDED IN THIS TENDER DOCUMENT IN THE PAGE FOLLOWING THIS “NOTICE INVITING TENDER”.
- iv. LIAISON WITH CPCB/SPCB TO GET THE LICENSE FOR THE GENERATORS INSTALLATION/OPERATIONAL SHALL BE IN CONTRACTOR SCOPE OF WORK WITHOUT WHICH THE WORK WILL NOT BE TREATED AS COMPLETE.
- v. LIAISON WITH DIRECTORATE OF ELECTRICAL SAFETY, GOVT. OF UTTAR PRADESH/UPPCL/KESCO TO GET LICENSE FOR THE GENERATORS INSTALLATION SHALL BE IN CONTRACTOR SCOPE OF WORK WITHOUT WHICH THE WORK WILL NOT BE TREATED AS COMPLETE.
- vi. CONTRACTOR WILL BE ENTIRELY AND SOLELY RESPONSIBLE FOR ANY ISSUE THAT ARISES OUT OF ANY COPYRIGHT/LICENSING MATTER RELATED TO HARDWARE OR SOFTWARE. ONLY LICENSED SOFTWARE IS TO BE USED.
- vii. SINCE BIDDER HAS TO QUOTE A SINGLE RATE/AMOUNT FOR THE ENTIRE INSTALLATION THEY ARE STRONGLY ADVISED TO VISIT SITE BEFORE SUBMITTING THEIR BID AND WORK OUT THE QUANTITY REQUIREMENT FOR ALL REQUIRED MATERIAL TO MAKE THE INSTALLATION COMPLETE AND FULLY OPERATIONAL IN ALL RESPECTS.
- viii. 5% OF PAYMENT TO BE HELD AS SECURITY SHALL BE HELD FOR 2 YEAR, BANK GUARANTEE STATE BANK OF INDIA APPROVED FORMAT IS ACCEPTABLE IN LIEU.

VICE PRESIDENT (SBIIMS)
LUCKNOW



PART – 2 DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process *unless a Purchase order has been issued* by duly authorized officers of the Bank with the selected Bidder.

.The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



INSTRUCTIONS TO THE BIDDERS

1.0 Scope of Work:

Sealed Bids are invited by State Bank of India, Administrative Office Kanpur for the work of Supply, installation, testing and commissioning (SITC) of one new 30 KVA each Diesel Generator set with CPCB Compliant acoustic enclosure and accessories alongwith suitable AMF panel and interconnecting cabling as per technical specifications for State Bank House, Turner Road Cantt., Kanpur 208001.

The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However no weightage would be given for higher configurations.

1.1 Site and Its Location

The proposed work is to be carried out at State Bank House, Turner Road Cantt., Kanpur 208001

2.0 Bid Documents

2.1 The work has to be carried out strictly according to the conditions stipulated in Bid consisting the following documents and in the most workman like manner,

- Instructions to Bidders
- General Conditions of Contract
- Special Conditions of the contract
- Technical Specifications
- Price Bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- Price Bid
- Technical Specifications
- Special Conditions of the Contract
- General Conditions of Contract
- Instructions to Bidders

2.3 Complete set of Bid documents can be downloaded from the Bank's website www.sbi.co.in under the link **Procurement News** during the period mentioned in the RFP/NIT.

3.0 Site Visit

3.1 The Bidder must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this Bid document and enter into a contract for the satisfactory performance of the work. The Bidder is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities require-



ment, traffic regulations etc; The Bidder will be fully responsible for considering the financial effect of any or all the factors while submitting his Bid.

4.0 Earnest Money Deposit

4.1 The Bidder shall furnish, as part of its Bid, an EMD as stipulated.

Rs. 8000/- (Rupees eight thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised/ Scheduled Bank Drawn in favour of "**SBI Infra Management Solutions Pvt. Ltd.**" Payable at **Lucknow**, which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD". EMD shall be converted into Retention Money for successful Contractor, whose tender is accepted.

The Bidders are requested to submit the required Earnest Money in the form of

Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

4.2 EMD in any other form other than as specified above will **not be accepted. Bid not accompanied by the EMD as above shall be rejected.**

4.3 No interest will be paid on the EMD.

4.4 The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken, without interest.

4.5 EMD of successful Bidder will be retained as a part of security deposit.

4.6 The EMD shall stand absolutely forfeited :-

i) if the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open acceptance by the SBI

(or)

ii. after the bid is accepted by SBI, the vendor fails to enter into a formal agreement (or) they fail to pay the initial security deposit as stipulated

(or)

iii. they fail to commence the work within the stipulated time.

5.0 BID SUBMISSION

Only those bidders satisfying the eligibility criteria as per Annexure D need to apply. The bidders should submit the bids in two separate sealed Non-Window envelopes.

Cover I The first cover (**Technical bid**) will contain the following **in the serial order** as given below

- A) Bid participation fee, if any.
- B) Earnest Money Deposit(EMD) as per clause 4
- C) Undertaking to be submitted by the bidder in his letter head Annexure-A
- D) Basic information of the bidder as per Annexure-B **Manufacturer's Authorization Form** as per Annexure-C
- E) Schedule of technical particulars – Annexure - T
- F) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Lim-



ited Company, issued by the Registrar of Companies. The copies should be self attested by the authorized person with seal and signature.

- G) Copy of Self certification along with location and contact details of the service center / office in Lucknow/Kanpur or anywhere in the state of Uttar Pradesh to be enclosed.
- H) A certificate from the auditor shall be submitted along with the audited Balance Sheet for last three financial years ie 2015-16, 2016-17 & 2017-18.
- I) A copy of satisfactory Performance Certificate from the client mentioning the DG capacity of 30KVA and above and date of installation to be submitted.
- J) The entire bid document (downloaded from our website) consisting of Instructions to the bidders, General Condition of contract, Special Condition of contract and Technical specification etc. duly signed and stamped on all the pages.

While submitting the Technical Bid, literature on the product, if any, should be segregated and kept together in one section / lot. The other papers like EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature.

Any Technical Bid not containing the above will be rejected. The Technical Bid should NOT contain any price information. Such Bid, if received, will be rejected.

Part II: The Bill of Quantity(BOQ) which shall have to be submitted through the “Sealed Bid Option” in the e-Procurement portal as Indicative Price Bid before E-tendering reverse auction.

Note: Indicative Price Bid and The price bid will be invited from such bidders whose Bid is unconditional and the bidder qualifies as per eligibility criteria and meets technical specifications. The rates shall be inclusive of all costs involved including applicable taxes, Excise duty, cess, octroi, LBT, cost of materials, transport charges, labour for installation, loading and unloading the DG set, cabling and panels etc. However GST shall admitted additionally at prevalent rates/rules.

The contractor shall be deemed to have satisfied himself before Biding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

Late Bids: Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.



6. Opening and Evaluation of Bids

6.1 Opening of Technical Bids by the Bank

6.1.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.

6.1.2 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

6.2 Preliminary Examination

6.2.1 The Bank will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents duly signed, and the Bids are generally in order.

6.2.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

6.2.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

6.2.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

6.3 Technical Evaluation

6.3.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

6.3.2 The Bank will evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

6.3.3 During evaluation of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. 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 post bid clarification at the initiative of the bidder shall be entertained.

6.4 Evaluation of Price Bids and Finalization:

6.4.1 Only those Bidders who qualify in Technical evaluation would be shortlisted for commercial evaluation via e-Reverse Auction conducted by the SBIIMS/Bank's authorized e-Procurement service provider.

6.4.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the e-Reverse Auction.

6.4.3 The successful bidder is required to provide price breakup in as per proforma given in the indicative price bid within 48 hours of conclusion of the e-Reverse Auction.



6.5 Contacting the Bank:

6.5.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

6.5.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

6.6 Award Criteria:

6.6.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

6.6.2 The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions

6.6.3 Bank's right To Accept Any Bid and to reject any or All Bids:

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

6.7 Notification of Award

6.7.1 Soon after discovery of prices through e-Reverse auction, (in any case, prior to expiration of the period of Bid validity), the Bank will notify the successful Bidder in writing, that his Bid has been accepted.

6.7.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 15 days of receipt of the communication.

6.7.3 Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

6.8 Security Deposit

(i) Initial Security Deposit:

The amount of ISD shall be 2% of accepted value of tender including the EMD. ISD is to be submitted in the form of Online Deposit/Demand Draft/Banker's Cheque favoring the [Chief Manager\(GB\), State Bank of India, Administrative Office, M. G. Marg, Kanpur](#) drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.

(ii) Retention Money:

Besides the ISD plus EMD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of maximum 10% of the gross



value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus EMD plus Retention Money, called security deposit hereafter, shall together not exceed 5% of the contract value. The security deposit shall be held for 2 years. Bank guarantee State Bank of India approved format is acceptable in lieu.

7.0 Signing of Contract Documents

The successful Bidder shall be bound to execute the Service Level Agreement within 15 days from the receipt of intimation of acceptance of his Bid by the Bank. However, the written acceptance of the Bid by the Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the successful bidder.

8.0 Completion Period:

75 Days from the date of Purchase Order or letter of Acceptance(LOA). Please note the delivery and installation, commissioning schedules shall be followed strictly as stipulated. Any delay shall be viewed seriously and attract penalties.

9.0 Validity of Bid

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 0.5 % **per week** subject to a **maximum of 5% of contract** value. If the contractor fails

- i) to maintain the required progress in terms of contract (or).
- ii) to complete the work and clear the site including vacating their office on or before the contracted or extended date.

(or)

iii) Completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages as mentioned above.

This amount of liquidity damages calculated shall be deducted at the time of making final payment after successful installation and commissioning/completion of work as stipulated.



Force Majeure

- (i) Notwithstanding the provisions of General terms and conditions of the Contract, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (ii) For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (iii) If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.0 Rates and Prices

12.1 In case of item rate Bid.

12.1.1 The Bidders shall quote their rates for individual items both in words and figures. In case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item, the contractor shall not be paid for that item when it is executed. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

12.1.2 The Bidders need not quote their rates for which no quantities have been given. In case the Bidders quote their rates for such items those rates will be ignored and will not be considered during execution.

12.1.3 The Bidders should not change the units as specified in the Bid. If any unit is changed the Bids would be evaluated as per the original unit and the contractor would be paid accordingly.

The Bidder should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

12.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

12.1.5 Each page shall be totaled and the grand total shall be given.

12.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies, etc. **However GST shall admitted additionally at prevalent rates/rules.**

13.0 Payment Terms

13.1 No advance is payable.

13.2 On receipt of complete materials with satisfactory test reports at site installation, Testing and commissioning 90% of cost will be paid.

13.3 5% will be against completion certificate/after clearances from CPCB/SPCB and Directorate of Electrical Safety, Uttar Pradesh/UPPCL/KESCO.



- 13.4 The balance 5 % of cost will be treated as Retention money deposit which will be released after the defect liability period of one year from the date of Commissioning the system.
- 13.5 However, where delivery has been made but installation, testing commissioning could not be carried out due to the site not ready / clear, 80% of cost will be paid.
- 13.6 Further, 10% will be paid on completion of installation, testing and commissioning.
- 13.7 Payments will not be released for any part-shipment or short-shipments.
- 13.8 Annual Maintenance Charges(AMC)will be applicable post warranty of 2 years and paid Half Yearly/annually.



GENERAL CONDITIONS OF CONTRACT

Definitions:

“Contract” means the documents forming the Bid and the acceptance thereof and the formal agreement executed between State Bank of India (Client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 ‘SBI’ shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and includes the client’s representatives, successors and assigns.

1.1.2 ‘Site Engineer’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.3 ‘The Contractor’ shall mean the finally selected bidder/vendor, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms or company.

The expression ‘works’ or ‘work’ shall mean all the permanent or temporary work described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.4 ‘Engineer’ shall mean the representative of the Bank.

1.1.5 ‘Drawings’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.

‘Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of Bid subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.6 ‘Specifications’ shall mean the specifications referred to in the Bid and any modifications thereof as may time to time be furnished or approved by the Bank “Month” means calendar month.

1.1.7 “Week” means seven consecutive days.

1.1.8 “Day” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

Clause:

1. Security Deposit:

Security deposit comprises of :

(i) Initial Security Deposit:

The amount of ISD shall be 2% of accepted value of tender Including the EMD. ISD is to be submitted in the form of Online Deposit/Demand Draft/Banker’s Cheque favoring the [Chief Manager\(GB\), State Bank of India, Administrative Office, M. G. Marg, Kanpur](#) drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.



(iii) Retention Money:

Besides the ISD plus EMD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus EMD plus Retention Money, called security deposit hereafter, shall together not exceed 5% of the contract value. The security deposit shall be held for 2 years. Bank guarantee State Bank of India approved format is acceptable in lieu.

2.0 Language

The language in which the contract documents shall be drawn shall be English.

2.1.1 Errors, Omissions and Discrepancies

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

2.3 The Bid form must be filled in English and all entries must be made by hand and written in ink.

2.4 Each and every page of the Bid document must be signed by an authorized person.

2.5 The Bids must be submitted in the prescribed format only. The Bidder must quote the rates and amount in the Indicative price bid. The rates should be written both in words and figures without any erasures and alterations. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the Bidder and the correct figures and words neatly rewritten. Over writing is not permitted.

2.6 In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- iv) Between the duplicate/subsequent copies of the Bid, the original Bid shall be taken as correct.

a. Errors in the Bill of Quantities (BOQ), rates and amount shall be dealt with in the following manner :

- i) In the event of a discrepancy between the rates quoted in words and the rates in figures, the rate in words shall prevail.



ii) In the event of an error occurring in the amount columns as a result of wrong multiplication and extension of unit rate and quantities, the unit shall be regarded as firm and the amount shall be amended accordingly.

iii) All errors in totaling the amount column and in carrying forward, the totals shall be corrected.

If the bidder does not accept the correction of errors as stipulated above, the bid will be rejected.

3.0 Scope of Work:

The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the SBI Bank from time to time can issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as Bank instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

4.0

i. **Letter of Acceptance:** Within the validity period of the tender the SBI shall issue a letter of acceptance by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

ii. **Contract Agreement:** On receipt of intimation of the acceptance of tender from the SBI the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement on a non judicial stamp paper of appropriate value. They, shall also on receipt of intimation of the acceptance of tender, acknowledge through a letter, acceptance of the intimation of the acceptance of tender. One copy of contract document duly shall signed & stamped be handed over to the contractors.

5.0 Ownership of specifications

All specifications furnished by the SBI are the properties of the SBI. They are not to be used on other work.

5.1 Detailed drawings and instructions:

i. SBI shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

ii. The work shall be executed in conformity therewith and the contractor shall prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to SBI.

6. 0 Liquidated Damages:



If the contractor fails to maintain the required progress in terms of relevant clauses of the tender/contract or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

7.0 Schedule of work

The work shall be executed in accordance with the scope of work (BOQ) and the contractor shall prepare a detailed programme/schedule indicating the date of start and completion of various activities on receipt of the work order and submit the same to the Bank.

8.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be of **best** quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the Bank, he shall be removed from the site immediately.

9.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the Bank before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the Bank, the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.

10.0 Permits, Laws and Regulations

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy in the specifications, he shall promptly notify the SBI in writing under intimation of the Bank. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

11.0 Protection of works and property

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to caus-



es beyond his control. He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers at his own cost. The policy may be taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI.

12.0 Inspection of Work

The SBI or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI, Bank and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization, a wing of Central Vigilance Commission.

13.0 Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI and no undertaken shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

14.0 Quality of Materials, Workmanship & Test

(i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank instructions and shall be subject from time to time to such tests as the Bank may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the SBI.

(ii) Samples:

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature/test certificate of the same shall be provided to the satisfaction of the SBI. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the SBI the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the SBI for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. Bank shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay



on the approval of the materials/equipments etc shall be to the account of the contractor.

(iii) Cost of tests :

(a) Test provided for in the specifications or BOQ:

The cost of test and material for testing shall be borne by the Contractor and test shall be carried out in manufacturer's works or if need be in a test facility/ laboratory approved by the Bank.

(b) Test not provided for in the Specifications or BOQ:

If any test is ordered by the SBI which is either to be carried out by an independent person/agency at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

15.0 Obtaining Information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

16.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Bank may consider necessary until the expiry of the defects liability period and AMC period, stated hereto.

17.0 Quantities:

- (i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. All the amount paid under Clause 20 & 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- (ii) Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22(e) hereof.

18. Variations:

No alteration, omission or variation ordered in writing by the Bank shall vitiate the contract. In case the Bank thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Bank shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications without previous consent in writing of the Bank and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank and the same shall be added to or deducted from the contract value, as the case may be. The quantities indicated in the BOQ are only probable quantities and are liable to alteration by omis-



sion, reduction or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates

19.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Bank with the concurrence of the SBI as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- b) Rates for all items, wherever possible should be derived out of the rates given in the price breakup given after the reverse auction.
- b) The net prices of the original Bid shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.
- d) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Bank of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Bank shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- e) Where extra work cannot be properly measured or valued, the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBI) the workman's name and materials employed be delivered for verifications to the SBI at or before the end of the week following that in which the work has been executed.
- f) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

20.0 Final Measurement

The measurement and valuation in respect of the contract shall be completed within **six weeks** of the virtual completion of the work.



21.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the SBI.

- i. Clear the site of all wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- ii. Remove all rubbish, debris etc from the site and shall clear, level and dress the site as required by the SBI.
- iii. All defects/imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI.
- iv. Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.
- v. Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI. Shall hand over the work in a peaceful manner to the SBI.
- vi. Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Bank for the certificate. If the Bank is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Bank shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.
- vii. This issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

21.0 Insurance of Works:

21.1 Without limiting his obligations and responsibilities under the contract, the contractor shall insure in the **joint names of the SBI** and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

21.2 The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

21.3 The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.



21.4 Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Bank the policy of insurance and the receipts for payment of the current premiums.

21.5 The contractor shall within 7 days from the date of commencement of the works at his cost and keep them insured until one month after the works and taken over by the employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insures generally provide cover in a CONTRACTOR'S ALL RISK POLICY' with Names of the employer and contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer only and consultant and surveyor's fees for assessing the claim and in connection with his services generally in reinstatement sub contractor or employee. The contractor shall deposit the policy and receipts for the premium paid with the Bank within a week of the date of commencement of the work unless otherwise instructed by the Bank on his behalf may be due or that may become due to the contractor.

21.6 Contractor will have to obtain Contractors All Risk insurance policy with required cover for third party compensation (see clause 25.2 and 25.3 for Minimum Amount of Third Party Insurance) as workman compensation policy so as to cover the risks detailed in clause 26.0 and that the listed policies normally cover. Policies will have to be taken out jointly in name of SBI and the contractor with SBI named first, Original policies will have to be submitted to SBI.

The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insures should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract.

The contractor, in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as decided by the Bank.

22.0 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- b) Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.



23.0 Responsibility for safety of building : The contractor shall be responsible the safety of the works until they are taken over by the employer and they shall stand at their risk and be in the sole charge of the contractor who shall be responsible for and must with all possible speed make good all damage from whatever cause.

24.0 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be

immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank in this behalf.

25.0 Third Party Insurance

25.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works.

25.2 Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Bank the policy or policies of insurance cover and receipts for payment of the current premiums.

25.3 The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26. Accident or Injury to Workmen

26.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.



26.2 Insurance against accidents etc to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time any person employed by him on the works and shall, when required, produce to the Bank such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Bank when required such policy of insurance and the receipt for the payment of the current premium.

26.3 Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 5 % of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

26.4 Without prejudice to the other rights of the SBI against contractors, in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

27.0 Commencement of Works:

The date of commencement of the work will be reckoned as the recorded date of handing over site or 14 (fourteen) days from the date of issue of letter of acceptance of the tender by the SBI whichever is later.

28.0 Time for completion:

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within the period stipulated in the Bid. If required in the contract or as directed by the Bank, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of Time:

If, in the opinion of the Bank, the work be delayed for reasons beyond the control of the contractor, the Bank may grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the comple-



tion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the Bank in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Bank shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages as stated in GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Bank. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Bank too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Bank shall thereupon take such steps as considered necessary by the SBI to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the SBI neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

31.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the SBI, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the SBI. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the SBI at no extra cost to the SBI. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

32.0 No compensation for restrictions of work

- i. If at any time after acceptance of the Bid SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the SBI shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- ii. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the



abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBI shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

iii. In case of such stores having been issued from SBI, stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of SBI shall be final.

33.0 Suspension of work

i) The contractor shall, on receipt of the order in writing of the Bank (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- i. On account any default on the part of the contractor, or
- ii. For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- iii. For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Bank. ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above :

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the SBI shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

a) To rescind the contract (of which rescission notice in writing to the contractor by the SBI shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.

b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Bank shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Bank as to the value of work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may



be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

d) In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Bank will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35.0 Bank's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the

Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Bank.

Or

if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or

shall assign or sublet this contract without the consent in writing of the SBI or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

i. Has abandoned the contract; or
ii. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI written notice to proceed, or

iii. Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI that the said materials were condemned and rejected under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI, may notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or



on behalf of the contractor. And, further the SBI through, their agents or employees may enter upon and take possession of the work and all materials lying upon the premises use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials for the works.

iv. When the works shall be completed or as soon thereafter as convenient the SBI shall give a notice in writing to the contractor to remove his surplus materials and should the contractor fail to do so within 14 days after receipt thereof by him the SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

36.0 Payment of bills

The contractor shall be entitled for payment of bills within **15** working days from the date of submission of bills to SBI. The SBI shall recover the statutory recoveries and other dues including the retention amount from the payment.

The Bank shall have power to withhold the payment if the work or any part thereof is not carried out to their satisfaction.

The employer is entitled to deduct all taxes and rates as per existing laws and rules, from any moneys due or that may become due to the contractor. The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages cost and expenses which may be brought or made against the employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any act or sections, Central or State rules and regulations Bye laws of local authorities Panchayat, Collector of any other companies relating to or in water, light or amenities at the site.

36.1 PAYMENT TERMS: 80% of total quoted rates against delivery of materials after testing/checking at site with necessary documents/test certificates and 10% after erection/testing/commissioning. 5% will be against completion certificate/after clearances from CPCB/SPCB and Directorate of Electrical Safety, Uttar Pradesh/UPPCL/KESCO and remaining 5% will be held with us as security deposit for 1 year and could be released after submission of performance Bank Guarantee from a any scheduled /commercial Bank.

37.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :



i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Chief Manager(GB)/Dy. General Manager (B&O) Kanpur and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Chief Manager(GB)/Dy. General Manager (B&O) Kanpur in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Chief Manager(GB)/Dy. General Manager (B&O) Kanpur in writing in the manner and within the time aforesaid.

ii) The Chief Manager(GB)/Dy. General Manager (B&O) Kanpur shall give his decision in writing on the claims notified by the contractor.

The contractor may within 30 days of the receipt of the decision of the Chief Manager(GB)/Dy. General Manager (B&O) Kanpur submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Chief Manager(GB)/Dy. General Manager (B&O) Kanpur

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/Dy. Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Dy. Managing Director & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator.



The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Kanpur.

38.0 Water supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same.

39.0 Power supply

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. He shall pay all fees and charges required for the power supply and include the same in his Bided rates and hold the owner free from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

40.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the Bank shall be final and binding on the contractor.

41.0 Maintenance of Registers

The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time and should produce the same for inspection of SBI/Bank whenever desired by them. The contractor is required to comply with all acts of Government relating to labour and the rules and regulations made there under from time to time and submit at the proper times all particulars and statements required to be furnished to the labour authorities. The contractor has to maintain following registers also:



- i. Register for Hindrance to Work
- ii. Register for Running Account Bill
- iii. Register for Labour

42.0 Price Variation

Price should remain firm and no price variation will be admitted.

43.0 Force Majeure

43.1 Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

43.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

43.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

44.0 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i. Minimum Wages Act, 1948 (Amended)
- ii. Payment of Wages Act 1936 (Amended)
- iii. Workmen's Compensation Act 1923 (Amended)
- iv. Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v. Apprentice Act 1961 (Amended)
- vi. Industrial Employment (Standing Order) Act 1946 (Amended)
- vii. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications



- viii. Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix. Shop and Establishment Act
- x. Any other Act or enactment relating thereto and rules framed there under from time to time.
- xi. Indian Electricity Act

45.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the SBI. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

46.0 No alterations which are made by the Bidder in the specifications or in probable quantities accompanying the Bid, will be recognized and the Bid is likely to be invalidated.

Remarks and explanations should be given in a separate cover along with EMD and will become binding only if specially accepted in writing by the Bank at the time of acceptance of Bid.

47.0 The Bidder must obtain for himself in his own responsibility and at his own expenses all the information necessary for the purpose of filling the Bid and to enter into a contract with the Bank, he must examine the specifications, conditions etc., and must inspect the site of work and must acquaint himself with all the local conditions and matters pertaining thereto.

48.0 On acceptance of the Bid the contractor shall in writing inform the Bank names of his accredited representatives who will be responsible to take instructions from the Bank.

The contractor shall be required to co-operate and work in accordance with such other agencies / specialists as may be employed by the Bank on other work/sub works in connection with the work.

49.0 The work shall be carried in such a way that no inconvenience is caused to the staff during working hours. The premises should be kept neat and clean daily after work

50.0 The contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the contract be supplied by the employer) machinery, plant tools, appliances, implements, in fact everything necessary or proper for the proper execution of work.

51.0 It is the responsibility of the contractor to get all the necessary approvals from various agencies like KESCO, **Central Electricity Authorities, State Electrical Inspectorate, State or Central Pollution Control boards, Municipal and any other agencies/Statutory bodies etc., as required** for installation, testing, commissioning and operating the DG set in the building. No separate payments shall be released to the contractors for this other than the statutory payments to be made to the agencies.



52.0 All necessary marking on the fittings / switches / panels / cables DB etc. shall be done with paint / fluorescent stickers as required by the consultant / engineer-in-charge at the contractor's expenses.

53.0 The contractor after commissioning of the installation work shall produce three copies of as built drawings to Bank.



SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of Work :

Sealed Tenders are invited by of State Bank of India for supply, erection, testing & commissioning of One 30 KVA Diesel Generator set with acoustic enclosure and accessories with AMF panel for State Bank House, Turner Road Cantt., Kanpur 208001. Besides the SITC of DG set system the scope of work also includes cable from the DG to the existing LT panel located on the backside of LT panel room.

2.0 Address of Site: State Bank House, Turner Road Cantt., Kanpur 208001

3.0 Dimensions and Levels

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the SBI before proceeding with the work.

4.0 Notice of Operation

The contractor shall not carry out any important operation without the consent in writing from the SBI.

5.0 Construction Records

The contractor shall keep and provide to the SBI full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.0 Safety of Adjacent Structures and Trees

The contractor shall provide and erect to the approval of the SBI such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the SBI to protect the trees and structures.

7.0 Temporary Works

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the SBI for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the SBI may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Water, Power and Other Facilities

- a) Water supply should be made available free of cost.
- b) Free of cost single point power supply shall be made available to the contractor.



9.0 Office Accommodation

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the SBI.
- b) All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.
- c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the SBI.

10.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

11.0 Lighting of Works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

12.0 Fire Fighting Arrangement

- i) The contractor shall provide suitable arrangement for fire fighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following :
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operations which can create fire hazards.



- c) Access for firefighting equipment
- d) Type, number and location of containers for the removal of surplus materials and rubbish.
- e) Type, size, number and location of the fire extinguishers or other fire fighting equipment.
- f) General house keeping.

13.0 Site Order Book

A site order book shall be maintained at site for the purpose of quick communication between the SBI. Any communication relating to the works may be conveyed through records in the site order book and signed by the SBI/Site Engineer. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be made available to the SBI as and when demanded. Any instruction which the SBI may like to issue to the contractor or the contractor may like to bring to the SBI two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

14.0 Temporary Fencing/Barricading

The contractor shall provide and maintain a suitable temporary fencing/barricading and gate at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the SBI and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

15.0 Site Meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the SBI.

16.0 Disposal of Refuse

The contractor shall cart away all debris, refuse etc arising from the work from the site and deposit the same as directed by the SBI at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.



17.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested by other specialists contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

18.0 Displaying the name of the work

The contractor shall put up a name board of suitable size as directed by the SBI indicating therein the name of the project and other details as given by the SBI at his own cost and remove the same on completion of work.

19.0 PERT chart and Drawings

- i) Before commencement of installation work, contractor will have to get detailed drawings approved by the Bank/Engineer incorporating changes/modifications as made by the Engineer after first submission. Drawings should be submitted in a timely manner as per the work schedule to be submitted as a PERT chart by the contractor and got approved by the Bank before start of work.
- ii) Before handing over the DG set and complete installation, contractor will have submit detailed wiring diagram and User/Operation manual in three copies.

20.0 Procurement of Materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

21.0 Excise Duty, Taxes, Levies etc

The contractor shall pay and be responsible for payment of all taxes as applicable, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, works contract tax, excise duty, and octroi, payable in respect of materials, equipment and other things required for the contractor. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBI shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the contractor. **However GST shall admitted additionally at prevalent rates/rules.**



22.0 Acceptance of Tender

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not to bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI. However adequate transparency would be maintained by the SBI.

23.0 Government and Local Rules

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc and shall indemnify the SBI against such liabilities and shall defend all actions arising from such claims or liabilities.

24.0 Possession Prior to Completion

The SBI shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

25.0 Tools, Storage of Materials, Protective Works and Site Office Requirements

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and for storage of tools, etc and clear away the same on completion of the works and make good all work disturbed.

Approved drawings and wiring diagram should be at display at site carefully mounted on boards/frames of appropriate size and suitably laminated. They are to be protected from ravages of termites, ants, and other insects and made available to the SBI for inspection or such other purposes they may require.

The contractor shall provide at his own cost all artificial light required to complete the work within the specified time.

If required, the contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc required.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cistern, water tanks etc used for the



storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the SBI against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structure other than those approved by the SBI.

Protective Measures: The contractor from time to time of being placed possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the SBI against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances etc for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of Materials: As regards storage of material, SBI shall provide space covered on the top. Contractor will have to make necessary arrangements as required for temporary barricading on sides. Watch and ward for safety of material will have to be arranged by the contractor.

Tools :

All measuring tapes shall be of steel. Suitable scaffolding and ladders that may be required for safe working and taking measurement shall be supplied by the contractor.

The head of workmen at site and the supervisors on the works shall always carry with them a one metre or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. Working shall also carry all necessary working instruments. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc by nominated sub-contractors for their work.

26.0 Datum

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the SBI. All levels shown in the drawings are to be strictly adhered to.



27.0 Benches

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times. These benches will consist of sal wood post of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brickwork. The wire nails will be driven on the top of sal wood post on the centre lines of columns, walls, inside and outside faces of foundations trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Centre line of walls, columns etc may be clearly indicated and checked at any time if it is so required.

28.0 Removal of Improper Work

The SBI shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the SBI are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the SBI shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the SBI shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Bank shall relieve the contractor from his liability in respect of unsound work or bad materials.

29.0 Dismissal of Workmen

The contractor shall on the request of the SBI immediately dismiss from works any person employed thereon by him, who may in the opinion of the SBI be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the SBI or any of their officer or employee.

30.0 Concealed Work

The contractor shall give not less than 5 days notice to the SBI whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial. In default whereof the same shall, at the opinion of the SBI be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the SBI shall be accepted as correct and binding on the contractor. The SBI be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the SBI shall be accepted as correct and binding on the contractor.



31.0 Substitution

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the SBI in writing for any such substitution well in advance. For materials designated in the specifications indefinitely by such term as "Equal" or "Other approved" etc specific approval of the SBI shall be obtained in writing.

32.0 Preparation of Building works for Occupation and Use of Completion

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the SBI that he has completed the work and it is ready for inspection. On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the SBI.

33.0 Defects after Completion

The contractor shall make good at his own cost and to the satisfaction of the SBI all defects and other faults which may appear within 24 months after completion of the work. In default, the SBI may employ other persons to amend and make good such damages, defects etc. Expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the SBI from any money due to the contractor. In the event of the amount being insufficient the SBI may recover the balance from the contractor, from the amount retained under Clause No. 1 (Security Deposit) of General Conditions of Contract together with any expenses the SBI may have incurred in connection therewith.

34.0 Idle Labour

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

35.0 Guarantee for the Specialized Works

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial Stamp Paper of appropriate value. If the contractor is required to submit guarantee/ guarantees for any item/items for a period of more than 12 months, the guarantee/ guarantees in case of those items shall remain valid till the date of defect liability period of 24 months as stipulated in the contract.

36.0 Warranty And All Inclusive Maintenance Contract

The DG set shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 24 months from the date of issue of completion certificate for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the



Contractor at his own cost within the time specified. During the said period of 24 months, the contractor (successful tenderer) shall make periodical inspection of the working of the DG set free of charge at least once a month or earlier, if required, and attend to the testing of the various parts and such other service that may be required of him. All routine maintenance/service calls during the defects liability period will also have to be attended in a prompt manner. The warranty period shall be 24 months from the date of handing over of the DG set to the Bank.

Annual Maintenance Contract (AMC)

The tenderer E reverse Auction bid should contain (break up to be submitted in time subsequently if bid accepted) his rates for 3rd, 4th and 5th years after defect liability period of 2 years after completion in rupees per annum Maintenance Contract inclusive of labour but without material and any other costs. The quoted AMC rate should be inclusive of all duties, levies, taxes, costs like transportation, handling, insurance etc. AMC, will commence after the end of Defects Liability Period. AMC RATES ARE TO BE QUOTED EXCLUSIVE OF GST WHICH WILL BE ADMITTED ADDITIONALLY AT PREVALENT RATES IF ADMISSIBLE.

37.0 CLEARANCES

All required statutory clearances for the work shall have to be obtained by the contractor within his quoted rates., LIAISONING WITH UPPCL, DIRECTORATE OF ELECTRICAL SAFETY AND CENTRAL POLLUTION CONTROL BOARD/STATE POLLUTION CONTROL BOARD OR ANY OTHER RELATED AGENCY FOR INSTALLATION AND MAKING OPERATIONAL OF DG SET SHALL BE IN CONTRACTORS SCOPE OF WORK WITHIN TENDERED RATES. WITHOUT AFORESAID CLEARANCES AND WORK THE INSTALLATION WILL NOT BE TREATED AS COMPLETE. SBI SHALL BEAR OFFICIAL CHARGES, IF ANY.

38.0 WORK SPECIFIC POINTS TO BE TAKEN CARE OF BY THE CONTRACTOR

b. As the work is to be done in a working office maximum care should be taken by the contractor to ensure that disturbance is minimal and occupants are not inconvenienced.

c. TENDERERS ARE STRONGLY ADVISED TO VISIT SITE BEFORE TENDERING, GET FULLY AQUAINTED WITH SITE CONDITIONS AND TAKE NECESSARY MEASUREMENTS LIKE DIMENSIONS THEMSELVES.

39.0 METHOD OF CALCULATION OF RATES FOR DIFFERENT BOQ ITEMS ON THE BASIS OF TOTAL AMOUNT BID IN THE E REVERSE AUCTION

The final rates of items as in the Bill Of Quantity(BOQ) shall be calculated in the ratio of total amount quoted by the lowest bidder through E reverse auction process and the amount quoted in “Indicative Price Bid” as below:

Example:



Indicative Price Bid submitted by vendor:

ITEM	RATE(R)	QTY.
A	100	2
B	200	3
C	300	4
Total amount in Indicative Price Bid		

Rate and amount in Rs.

The total amount mentioned in Indicative Price Bid is Rs. 2000/= but the final L-1 amount quoted by the vendor through E reverse auction is Rs. 1600/+ then K Ratio Factor for L-1 vendor will be calculated as under:

K Ratio Factor= (Total amount quoted by the lowest bidder through E reverse auction process)/ (The total amount quoted in Indicative Price Bid)

$$K=1600/2000=0.8$$

The item wise final rates to be confirmed by the vendor shall be as under:

Item	Final Rate= Kx R For R see table above	Qty.
A	100x0.8	2
B	200x0.8	3
C	300x0.8	4

Rate and amount in Rs.

The lowest bidder after the E reverse auction will have to FAX and E mail duly signed filled in prescribed format to State Bank of India through service provider for the auction within 48 hours of the auction without fail.

40.0 Declaration

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the SBI to ensure completion of same within the target date as mentioned in the tender document.

Signature of Tenderer

Witness :

Address :

Date :

Signature and seal of the bidder-



TECHNICAL SPECIFICATIONS FOR NEW 30 KVA DG SET

1.0 SCOPE

This specification covers the requirements of Supply, installation, testing and commissioning of 415V, 3 phase, 50 c/s, new One nos. 30 KVA Diesel Generating set in acoustic enclosure and accessories along with Suitable AMF panel (each separate) and associated cabling required in the premises of Administrative Office, Kanpur

2.0 SITE CONDITIONS

- | | | | |
|-----|---------------------|-------------------------------------|--------------|
| 2.1 | Ambient Température | : Maximum 40°C | Minimum 10°C |
| 2.2 | Relative Humidity | : Around 70% at maximum temperature | |
| 2.3 | Altitude | : Around 126 M above MSL. | |

3.0 ELECTRICAL SUPPLY PARTICULARS

- | | | |
|-----|-------------------------|------------------------------------------------|
| 3.1 | System Voltage (Normal) | : LT 415V |
| 3.2 | No. of Phases | : 3 |
| 3.3 | Frequency | : 50 c/s |
| 3.4 | Fault level | : 50 KA at 415 V |
| 3.5 | Neutral Earthing | : Solidly earthed |
| 3.6 | Auxiliary supply | : 12 V D.C. Supply for D.G Set Starting Motor. |

4.0 STANDARDS

The Diesel Generating set and accessories shall conform to the requirements of latest editions of relevant India Standards some of are listed below: -

- | | | | | |
|----|-----|------|---|---------------------------------------------------------------|
| a. | BS: | 649 | - | Diesel Engines for general purposes |
| b. | IS: | 4722 | - | Electrical performance of rotating electrical Machinery. |
| c. | IS: | 2516 | - | Air Circuit Breaker |
| d. | IS: | 2147 | - | Degree of protection for LT Switchgear. |
| e. | IS: | 4889 | - | Rules for method of declaring efficiency of electrical system |

5.0 SCOPE OF WORK

The present scope of work shall include but not be limited to the following: -

- i. Supply and Installation of Diesel Engine, Alternator and AMF control panel.
- ii. Supply and Installation of all accessories and components for assembly such as couplings, base frame, silencers, fuel day tank, LT power and control cables upto MAIN panel and earthing including earth pits as per IE rules.
- iii. Supply and Installation of battery and battery charger.



- iv. Supply and Installation of fuel and exhaust piping and insulation as required for exhaust piping.
- v. Supply of all special tools for maintenance, and safety accessories as per standard practice and anti vibration pads.
- vi. Supply of all drawings and documentation as called for.
- vii. Checking all electrical connections.
- viii. Carrying out tests and load trials on assembled unit at site in the presence of owner to fulfill the performances guarantee.
- ix. Assistance in obtaining Electrical Inspectorate's approval of layout drawings and Installation.
- x. The DG set is to be installed in ready to start condition with required accessories/consumable like lube oil, Coolant etc.

6.0 DIESEL ENGINE

The Diesel Engine specifications shall be as follows: -

- 6.1 Type :
- 6.2 Rating : **Prime** at ambient, 95 RH & 720 mm Hg atmospheric pressure.
- 6.3 No. of Cylinders : 3 As per the Requirement and standard Make.
- 6.4 No. of strokes : As per the Requirement and standard Make.
- 6.5 BHP :

DG SET	ENGINE BHP	ALT. KVA(THREE PHASE)	ALT. KW(THREE PHASE)	FUEL TANK CAPACITY LTRS	FUEL CON- SUMPTION IN LTR/HOUR AT 75 % LOAD
DG SET WITH AMF PANEL AND ACOUS- TIC ENCLOSURE	Minimum 38.5	30	415	Minimum 65 Ltrs	Max 6.5 Ltrs/Hour

- 6.6 RPM : 1500
- 6.7 Overload rating : As per BS 5514
- 6.8 Type of governing : Electronic as per BS 649
- 6.9 Maximum speed : Not more than 2% variation on a change of load upto 20%
- 6.10 Type of fuel : High Speed Diesel
- 6.11 Fuel consumption : as above
- 6.12 Type of starter : As per the Manufacturer recommendation.
- 6.13 Type of Engine : Radiator – fan/water cooled – fan to be driven Cooling by the engine shaft.
- 6.14 Type of coupling to Generator : Direct through flexible coupling Generator

ACCESSORIES:

The following accessories shall be supplied with the Engine:

- i. Dry type air filter
- ii. Lube oil filter and shaft driven lube oil pump



- iii. Fuel filter
- iv. Fuel pump
- v. Air intake manifold
- vi. Speed governor
- vii. Exhaust manifold and industrial silence
- viii. High water temperature thermostat
- ix. Engine control panel equipped with
 - acho Hour meter to show rpm and no. of hours of operation.
 - ngine starting switch.
 - ube Oil pressure gauge
 - ube Oil temperature gauge.
 - ater temperature gauge
- x. Electric starter – 12 V D.C.
- xi. Exhaust gas driven Turbo charger
- xii. After cooler
- xiii. Radiator/Heat changer cooled fitted with standard Accessories.
- xiv. Cooling fan (Engine Driven)
- xv. Crank case breather
- xvi. Flywheel with housing
- xvii. Corrosion Resistor.
- xviii. Low pressure cut off switch for lube oil.
- xix. Fuel solenoid value.
- xx. Any other item as may be required as recommended by the manufacturer.

7.0 ALTERNATOR

Self excited, screen protected, self regulated, brush less alternator, Horizontal foot mounted in Double bearing construction suitable for the following:

Rated KVA	: 30 KVA under site conditions
Rated KW	: 24 KW
Rated PF.	: 0.80 (lag)



Rated voltage	: 415 volts
Rated frequency	: 50 Hz
No. of Phases	: 3
Enclosure	: SPDP
Degree of protection	: IP-23
Ventilation	: Self ventilated air
cooled Ambient Temperature	: 40° C Maximum
Insulation Class	: F/H
Temperature Rise	: Within class F/H limits at rated
Load Voltage Regulation	: +/- 1%
Voltage variation	: +/- 5%
Overload duration/capacity :	10% for one hour in every 12 hours of continuous use.
Frequency variation	: As defined by the Engine Governor (+/- 1%)
Excitation	: Self / separately excited
Type of AVR	: Automatic Electronic AVR
Type of Bearing and	: Anti-friction bearings with Grease lubrication
Lubrication arrangement	
Standard	: IS 4722 & IEC:34 as amended upto date.

Alternator should be able to deliver output rating at actual site conditions.

Space Heaters

Alternators shall be provided with suitable space heaters to maintain the winding temperature automatically such that it does not absorb moisture during long idle periods. The heater terminals shall be brought to a separate terminal box suitable for 230 V AC supply and a permanent caution notice shall be displayed.

xi.

ACCESSORIES

Cable end box suitable to receive and terminate 4R x 3 ½ C x 50 Sq. mm. AYYF cables.

ii. Two earthing studs and lifting eyes

iii. Name plate giving the rating particulars

8.0 AMF CONTROL PANEL CONSTRUCTION

8.1 The control panel shall be fabricated out of 1.6 mm thick CRCA sheet steel, rust inhibited with powder coated with 7 tank treatment process, totally enclosed, dust, damp and vermin proof free standing floor/wall mounted type & front operated.



8.2 It shall be made into sections such that as far as feasible, there is no mixing of control, power DC & AC functions in the same section and they are sufficiently segregated except where their bunching is necessary.

8.3 Hinged doors shall be provided preferably double leaf for access for routine inspection from the rear. All doors and covers shall be provided with endless 6mm thick x 15mm long neoprene gaskets. All Hinged doors shall be earthed.

8.4 All indication lamps, instruments meter etc. shall be flushed in the front. The degree of protection required will be IP-54 conforming to IS 2147. Danger plate should be provided. All MCCB should be with external rotary handle, separator sheet and spreader terminals

8.5 The panel shall have 4 compartments viz/-

- i. The top compartment housing relays, meters, control fuses, timers, Indicating lamps.
- ii. The middle compartment housing the ACB.
- iii. The lower compartment housing the terminals for incoming and outgoing control wires and bus extension for terminating outgoing cables to Main PCC.
- iv. The rear compartment for the incoming cables from Alternator. Each compartment shall be segregated from the other and shall have separate doors (Rear compartment to have removable covers only).

8.6 All Meter wiring shall be carryout using 1100V grade, 2.5 sq.mm flexible, PVC insulated copper wires.

8.7 The wiring shall be ferruled and terminated in copper lugs of crimping type.

Suitable Busbar extension shall be provided for terminating 4 runs of 3 ½ C x 50 sq.mm cable both in the Incoming and Outgoing cable compartments. Adequate ventilation for the panel. Logic diagram of operation of switches shall be painted on panel. The name plates for each feeder shall be engraved design and pasted to the respective switchgear.

8.8 A bottom framework of 150mm angle iron channel shall be provided all around.

8.9 Gland plates shall be provided at the top and bottom.

8.10 The earthing lugs shall be provided.

8.11 Two lifting lugs shall be provided.

8.12 The panel shall be designed so as to facilitate inspection, cleaning and repairs. The Minimum clearance between phase to phase distance 32 mm, phase to neutral and earth 26 mm should be in the panel.

9.0 AMF PANEL COMPONENTS

AMF Panel dimension shall be suitable for 30 KVA generator as per site conditions.



SPECIFICATION FOR STANDARD 30 KVA AMF PANEL

Cubicle type, front operated with detachable cable gland plates at top and bottom, base mounting control panel with hinged doors, top and bottom gland plate, AL. Bus Bar and accommodating the following:

SWITCH GEARS:

- i. 125 A, 3 Pole MCCB with 45A, 4P neutral contactor for ALTERNATOR
- ii. 125A, 3 Pole MCCB with 45A, 4P neutral contactor for MAINS (OPTIONAL)

MICROPROCESSOR BASED AMF MODULE INCORPORATING:

Functions:

Supply Failure Timer

Restoration Timer

3 Impulse automatic engine Start / Stop logic & engine fails to start lockout Mains / Generator Voltage & Frequency Sensing.

ADDITIONAL FEATURES:

Metering:

Combined Meter for Voltage / Ampere / Frequency

Combined Meter for KW / Power Factor / KVA

Electronic kWH Meter (Counter Display)

Running Hours Meter

Current Transformers

Or multifunction digital meter having combined above all or partial parameter reading facility

Relay:

Earth Fault Relay (Electronic type)

Indications (LED):

DG ON, Load on DG

Mains ON, Load on Mains, Battery Charger ON

Low Lubricating oil pressure

High water temperature

Push Buttons (AMF MODULE BY PASS MODE):

Engine START / STOP

Generator MCCB CLOSE / TRIP

Emergency trip

Auto Hooter

Auto/Manual/Test/Selector Switch

Mains Breaker CLOSE / TRIP (if provided)

Fault ACCEPT / RESET



BATTERY CHARGER:

SMPS Based Unit with inbuilt Auto/Manual & Float/Boost Facility DC Voltmeter & Ammeter (Separate)

PROTECTION:

Over Voltage, Under Voltage, Over Voltage, Short Circuit, Over Speed

	QTY	30KVA
POWER CABLE	50 MTRS	2X 50 SQ.MM
CONTROL CABLES	20 MTRS	2.5SQMM
EXHAUST PIPE	15 MTRS	100 MM
EARTHING WITH G.I. PLATE 60X60X0.6 CM	4 NOS.	4 NOS.
EARTH STRIP G.I.	50 MTRS	25X6 MM

10.0 ACCESSORIES

The following accessories shall be supplied: -

- 10.1 Fuel oil day tank (8 HR capacity) with outlet valve fuel level Indicator, drain valve and hand hole for cleaning.
- 10.2 Industrial silencer and exhaust gas chimney.
- 10.3 Set of one, 12 V suitable rated batteries with stand.
- 10.4 Fuel houses, pipes and exhaust piping.
- 10.5 Standard base frame to mount the engine and alternator.
- 10.6 Anti vibration mounts - Type B Dunlop make of required quantity.

11.0 ACOUSTIC ENCLOSURE: The Generating set to be housed inside a high quality OEM make CPCB compliant acoustic enclosure having salient & constructional features such as:

- i. Compact, modular construction and sleek design with low noise level (75-82 dBA) at a distance of 1 meter in open environment.
- ii. Soundproof, weatherproof and environment friendly silent set.
- iii. Ready to use silent set will be installed on a concrete pedestal/foundation to be provided by the Bank as per manufacture's design/requirement.



- iv. The acoustic enclosure is manufactured, powder coated and lined with fire proof acoustic material light resin rock wool as per IS. The material shall be of 48 Kg/m³ and the layer shall be 75mm thick covered in the fiberglass sheet and perforate powder coated sheet.
- v. Made out of 2 mm thick CRCA sheet, compact sleek design confirming to international standards to provide insertion loss of 25 dBA meeting CPCB norms.
- vi. Steel outer construction with heavy duty fabricated base frame and inbuilt fuel tank.
- vii. Attenuators shall be placed in the hot air outlet and cooling air inlet.
- viii. Exhaust silencer to be of residential type mounted outside the enclosure, exhausting to atmosphere.
- ix. All joints to be sealed with fire proof neoprene gaskets to withstand temperature and pressure at site conditions.
- x. All high temperature exposed surfaces to be insulated by glass wool with aluminium cladding upto the silencer.
- xi. painted with weatherproof, acid proof, heat resistant, powder coated, after pretreatment for de-greasing, de-rusting, pickling, phosphating and passivation.
- xii. Arrangement for illumination with 2X 20/10 LED tubelights fixtures.
- xiii. Adequate ventilation to be provided to meet the air requirements for combustion and heat removal. A ventilation fan/blower of adequate capacity to meet the total air requirement and air changes shall be provided.
- xiv. Enclosure to be designed and layout of the equipment designed to facilitate easy access to all serviceable parts.
- xv. Doors should be gasketed with high quality EPDM gaskets to avoid leakage of sound.
- xvi. All nuts and bolts, hardware shall be Zinc Coated.
- xvii. In-built fuel tank to be provided with breather, drain plugs for filling & draining diesel from outside the enclosure.
- xviii. Battery shall be provided in a tray inside the enclosure.
- xix. The frame work shall be with ISMC 100.
- xx. Locking system for doors : Pressure locks from outside and bolts from inside.



12.0 BATTERY AND BATTERY CHARGER (FOR EACH DG SET)

One Set of One, 12V batteries having suitable AH rating for giving atleast six successive starting impulses to the diesel engine when in fully charged condition with 10 seconds, intervals between successive starting impulses of 15 seconds each. The battery shall also be rated to supply the total DC load imposed by DG starting.

13.0 PAINTING

The engine, alternator, base frame and control panel shall be painted with IS 631 shade (Light Grey) or as per the Standard paint shade as per Vendor. The Engine/ Alternator shall be same colour.

14.0 SHOP TESTS

Routine tests shall be conducted on the diesel engine, Alternator and control panel at the manufacturer's works and test certificates shall be furnished. The tests shall be conducted in the presence of Bank's representative.

The following tests shall be conducted on the assembled engine and alternator at the assembler's works or factory. Cost of fuel to be borne by supplier/ bidder. All loads have to be arranged by him.

- v. Full load test for 8 hours
- vi. Over loading test on engine as per standards
- vii. Fuel & Oil consumption checks
- viii. Determining efficiency
- ix. Megger test on alternator
- x. Checking regulation
- xi. Testing of control wiring.
- xii. Any other tests as may be required to satisfy the Bank/Electrical inspectorate of the performance of the Unit.

15.0 DOCUMENTATION

As a part of the equipment supply, following documents shall be supplied for Our/Owners approval/records.

	<u>Records</u>
a. General arrangement drawing of the diesel generating set, engine Outline dimensions and list of Accessories.	2
b. Layout of the diesel generating set along with recommended Size of D.G. room	2
c. General arrangement of control panel	2
d. Schematic & wiring diagram	2
e. Foundation plan of the set showing Foundation bolt hole locations/mount Locations.	2



f. Routine test certificate on engine	2
g. Routine test certificate on alternator	2
h. Fuel piping	2
i. Routine Test Certificate on ACB and Relays	2
j. Routine Test Certificate of control Panel	2
k. Operating instruction chart	2
l. Instruction Manual	2
m. Spare parts list	2
n. Catalogues	2
o. Consumables with specification	2

16.0 PACKING

The diesel engine, alternator, control panel etc. shall be suitably packed for shipment to site by road. A complete list of parts (Packing list) shall be furnished to the owner in duplicate.

17.0 SPARES (FOR EACH DG SET)

A recommended list of spares for two years operation of the unit shall be submitted alongwith the bid.

18.0 ACCEPTABLE MAKES :

- | | |
|--------------------|-----------------------------------------------------------------------------|
| a. Engine | - CUMMINS/KIRLOSKAR /GREAVES/MAHINDRA/ASHOK LEY-LAND/EICHER |
| b. Alternator | - STAMFORD/KIRLOSKAR/KIRLOSKAR ELECTRIC/ CROMPTON GREAVES |
| c. ACB | - L&T / ABB / SIEMENS / SCHNEIDER / CROMPTON/KIRLOSKAR /GE POWERS |
| d. MCCB | - L&T / ABB / SIEMENS / SCHNEIDER / LEGRAND / GE POWERS/INDO ASIAN/ HAVELLS |
| e. Control Fuses | - GE CONTROLS or equivalent makes |
| f. KWH Meter | - BHEL/SECURE/L&T/HPL/ENERCON/CAPITAL/ABB/SCHNEIDER |
| g. Battery | - EXIDE / AMARRAJA/LUMINOUS/BASE/CSB/NUMERIC/ROCKET/ HBL |
| h. LED Indications | - SIEMENS/SCHNEIDER/C&S/L&T / VAISHNO / INDO ASIAN |
| i. Digital Meters | - ENERCON/ L&T / GE POWERS / HPL / CONZERV/ALSTOM/AE/ IMP |
| j. Relays | - L&T / ABB / SIEMENS / SCHNEIDER / CROMPTON/GE POWERS/MINILEC |
| k. Cables- | GLOSTER/ NICCO/INCAB/POLYCAB/HAVELLS/KEI/CCI/SKYTONE |

19.0 ASSEMBLY AND INSTALLATION

The components shall be assembled at site over the foundation prepared by other agencies.

The necessary fuel and exhaust piping shall be installed as per drawing. While the fuel piping shall be carried out using medium gauge (class B) MS Pipes, and approved makes of fittings, the exhaust piping shall be fabricated out of medium gauge pipes of required diameter. The exhaust gas line shall be insulated upto a height 2.5M above the floor level.



The D.G. set shall be installed over the Anti vibration mounts and the alignment shall be carried out. The alignment shall be well within the limits specified by the manufacturer. The installation of cabling and earthing upto the control panel shall be carried out and this shall comply with the statutory requirements. Any improvement modification called for the electrical inspectorate shall be carried out at no extra cost.



ANNEXURE - T

SCHEDULE OF TECHNICAL PARTICULARS

The following Technical data shall be furnished with the bid:

		30 KVA	
	<u>ENGINE</u>		
	Make		
	Type		
	No. of cylinders		
	RPM		
	BHP developed at 1500 RPM and site conditions specified		
	Type of Governor		
	Overload rating		
	Type of fuel		
	Type and grade of Lube oil		
	Type of starting		
	Type of cooling		
	List of Accessories		
	Protective devices fitted		
	Derating under site conditions if any		
	Guaranteed fuel and lube oil consumption/hour		
		Fuel	Lube Oil
	$\frac{1}{4}$ Load		



	½ Load			
	¾ Load			
	Full Load			

Weight of the Engine :

	Shade of paint	
	The maximum rating of motor than be started on the DG set using DOL starter.	
	<u>ALTERNATOR</u>	
	Make	
	Type	
	Type of enclosure/frame size	
	No. of Poles	
	Type of excitation	
	Stator winding connection	
	Percentage regulation	
	Synchronous reactance	
	Rated voltage	
	Rated current	
	Guaranteed efficiency	
	i) ¼ Load	
	ii. ½ Load	
	iii. ¾ Load	
	iv. Full Load	
	Weight of Alternator:	
	<u>GENERAL</u>	
	Overall dimensions of the D.G set in <u>fully assembled condition :</u>	
	Packed	
	Unpacked	
	Total dead weight of the set in fully assembled condition.	
	Dynamic weight to be considered for foundation design.	



	Weight of heaviest part to be lifted during installation.	
	Weight of heaviest part to be handled during routine maintenance (Excluding Alternator)	
	<u>CONTROL PANEL</u>	
	Make of Panel	
	Make of ACB	
	Interrupting capacity of ACB	
	Whether separate sealable compartment provided for KWH Meter and CTs	
	Weight of control panel with ACB	
	Shade of Painting.	
	<u>BATTERY</u>	
	Make	
	Type	
	Capacity in AH	



ANNEXURE-A

(TECHNICAL BID – Undertaking to be submitted by the bidders in their letter head)

Date: _____

To:

The Vice President(SBIIMS),
SBI Infra Management Solutions Pvt. Ltd.
Circle Office Lucknow, Sixth Floor, Local Head Office
M. G. Marg, Hazratganj
Lucknow.

Dear Sir,

Ref: RFP No: AO KANPUR/E-TENDER/GENSET/001 dated: / /2018

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

While submitting this Bid, we certify that:

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

If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within the period specified in this document.

We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample enclosed with this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance



thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.

We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.

It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.

We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

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

If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).

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

← We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

← We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.



← We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.

← We confirm that we are submitting bid on behalf of the principal /OEM, and we are not submitting bid on behalf of another principal /OEM for this RFP.

← We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the installation and operation of the **DG set and its components** in SBI premises.

← We hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used

Dated this day of 2018

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



ANNEXURE -B

BASIC INFORMATION OF THE BIDDER

1	(i)Name of the Bidder & Address
2	Telephone No – Office/Residence
	Mob.
	Fax
	Email
	a)Status of firm (whether company / partnership / proprietary)
	b) Name of the Partners / Proprietor / Directors:
	i)
	ii)
	iii)
3.	Year of establishment
	Whether registered with Registrar of Companies / firm If so, Number & date
4) REGISTRATION WITH TAX AUTHORITIES (Enclose copies of the Registration)	
i	Income-tax PAN No.



ii	GST Regn. no.	
iii	Names of the Bankers with address: Enclose Solvency Certificate from the Bankers.	

6) Turnover of the company / Firm (please attach a certificate from your auditor Along with copy of audited balance sheet and profit & loss account for three years)		
	Year	Turnover (Rs)
1	2015-16	
2	2016-17	
3	2017-18	
7) Details of the works executed during the last 7 years (please mention only works of D G capacity 30 K V A and above only) Copies of satisfactory completion certificate obtained from the client shall be enclosed.		
1.		
2.		
3.		



8)	Details of present works under execution (please mention only works of D G capacity 30 K V A and above only) (enclose copies of work orders issued by clients)					
9)	Key personnel permanently employed in your organization (Enclose the list in the following format)					
S. No	Name	Qualifications	Experience	Particulars of Works done	Employed in your firm since	Any other
10)	Furnish the names of three responsible clients/persons to whom the major works carried out by the Bidder with address and telephone number who will be a position to certify about the quality as well as past performance of your organization.					
NAME OF THE OFFICIAL		ORGANIZATION & ADDRESS			CONTACT NUMBERS	

Furnish the details of litigation/ Arbitration cases resulting from the contracts executed in the last seven years or currently under execution in the following format.

Year	Award for or	Name of the clients, cause of	Disputed	Actual awarded
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	against applica- tion	litigation and matter of dispute	amount	amount

DECLARATION;

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexure.
3. I/We agree that the decision of STATE BANK OF INDIA in selection of contractors will be final and binding to me/ us.
4. I/We have read the instructions and I/we understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the Bank.

PLACE:

SIGNATURE OF BIDDER

DATE:



ANNEXURE-C

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No. _____ Date: _____

To:

The Vice President(SBIIMS),
SBI Infra Management Solutions Pvt. Ltd.
Circle Office Lucknow,
Sixth Floor, Local Head Office
M. G. Marg, Hazratganj Lucknow.

Dear Sir,

Ref: RFP No:AO KANPUR/E-TENDER/GENSET/001 **dated: / /2018**

We _____ who are established and reputable manufacturers / producers of _____ having factories / development facilities at (address of factory / facility) do hereby authorise M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

a. We hereby extend our full guarantee and warranty for the EQUIPMENT, Products and services offered by the above firm against this Bid Invitation.

b. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor :

- i) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- ii) in the event of termination of production of such Products:
 - c. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - i) following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

d. We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer/ Producers)



Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

ANNEXURE-D

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:

Sr. No.	Eligibility Criteria	Documents to be submitted
1.	The Bidder should be a registered Company in India as per Indian Companies Act. The Bidder should be a current legal entity with a minimum 5 years of experience in India.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. The copies should be self attested by the authorized person with seal and signature.
2.	Bidders shall be the either Original Equipment Manufacturers (OEM) or An authorized dealer/distributor of approved make. For this RFP, either the OEM's authorized partner on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously. If OEM's authorized partner submits bid on behalf of the principal /OEM, the same partner shall not submit a bid on behalf of another principal /OEM for this RFP.	1. If the applicant is Manufacturer (OEM), they should enclose the details of locations where the manufacturing and testing facilities are available. 2. If the bidder is an authorized partner for the OEM, the standard MAF (Manufacturer's Authorization Form) as per the Bank's format Annexure C should be submitted.
3.	The Bidder should have permanent office or at least one support centre at Kanpur/ Lucknow for quick response in case of breakdowns.	Copy of Self certification along with location and contact details of the said service center / office to be enclosed in this regard.
4.	The bidder should have average turnover of Rs. 2.5 Lac or above exclusively from the DG SET business and services, during last three financial years. The bidder should have earned Net profit during last three financial years i.e. 2015-16, 2016-17, 2017-18. (Submit copies of audited balance sheets/ IT returns, form 26AS for the years as documentary evidence).	A certificate from the auditor shall be submitted along with the audited Balance Sheet for last three financial years.
5.	The firm/entity should have successfully completed similar work like supply and	A copy of satisfactory Performance Certificate from the client mentioning the DG capacity and date of



	<p>installation of DG sets as detailed below in the period starting 01/11/2011. The work should have been executed by the firm/entity under the name in which they are submitting the tender</p> <ul style="list-style-type: none"> - Three similar works costing not less than the amount equal to Rs. 2.0 lacs each. <li style="text-align: center;">or - Two similar works costing not less than the amount equal to Rs. 2.5 lacs each. <li style="text-align: center;">or - One similar works costing not less than the amount equal to Rs. 4.0 lacs each. 	installation to be submitted.
6.	All Electrical works related to the captioned work is to be executed by an A class electrical contractor licence holder issued by the Directorate of Electrical Safety, Uttar Pradesh.	Copy of the license should be enclosed with the RFP.

Note: Documentary evidence like certificates etc. must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.



ANNEXURE - 1

BANK GUARANTEE FOR EARLY RELEASE OF 5% RETENTION MONEY

To:
Chief Manager (GB),
State Bank of India,
Administrative Office,
M. G. Marg,
Kanpur-208001

Dear Sir,

BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY AS SET OUT IN THE SBI RFP NO.:AO KANPUR/E-TENDER/GENSET/002
dated: / /2018

GUARANTEE NO: _____

AMOUNT: Rs. _____

- **GUARANTEE COVER FROM** _____ **TO** _____
 - **LAST DATE OF LODGEMENT OF CLAIM** _____
- (3 months after expiry of warranty)**

Whereas _____, a company registered under the Companies Act 1956 having its Registered Office at (hereinafter referred to as 'vendor' which expression shall include its successors and assigns) entered into a agreement dated _____ with State Bank of India (SBI) for supply, installation, testing, commissioning & maintenance of the following hardware, software & services at State Bank of India site in _____ (hereinafter referred to as 'the said agreement')

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. _____ (Rupees _____ only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witness that in consideration of SBI agreeing to release a sum of Rs. _____ (Rupees _____ Only) representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we _____ (Bank) having our head office at _____ and amongst other places, a branch at _____



_____ (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we _____
(bank) shall on demand, pay SBI without any demur Rs. _____ (Rupees
_____ only) and notwithstanding any right the vendor may have against SBI or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and SBI's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from theaforesaid undertaking and guarantee by any agreement, variations made between SBI and the vendor, indulgence shown to the vendor by SBI, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by SBI in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of SBI and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, SBI will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to SBI of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to SBI in respect of the said contract.



8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)

(b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (three months after the date of expiry of the warranty) .

(d) The guarantor has under its constitution powers to give this guarantee and Shri _____ (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this day of..... 2018 at

For and on behalf of..... (Bank).

Authorized Signatory in favour of the Bank

Designation

☐ ☐ An amount is to be inserted by the Bank or financial institution representing the amount of the Advance Payment.



ANNEXURE-II

ARTICLE OF AGREEMENT

This agreement made on this _____ day of _____ Two Thousand Eighteen between the State Bank of India, a Corporation incorporated under the State Bank of India Act, 1955 and having its Administrative Office at M. G. Marg, Kanpur-208001 (hereinafter called "the Bank or SBI" which expression shall include its successor or successors and assigns) of the ONE PART

AND

M/s _____ having its Registered Office at _____ and authorised dealer/Channel Partner of _____ (hereinafter called as the 'Contractor' which expression shall include its present partners as also their legal representative, successor or successors and assigns) on the OTHER PART.

WHEREAS the Bank is desirous of execution of
..... and has caused specification describing the works to be done.

AND WHEREAS the said the specifications and the Schedule of quantities have been signed by or on behalf of the parties hereto.

AND whereas the contractor has agreed to execute upon and subject to the condition set forth herein and Schedule of items and quantities, General & special Conditions of Contract, specification etc. contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions" details of which are described in the said specification and included in the schedule of Quantities at the respective rates therein set forth amounting to the sum as there in arrived at or such other sum as shall become payable there under (hereinafter referred to as the said Contract Amount"))

NOW IT IS HEREBY AGREED AS FOLLOWS:

2. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractor shall upon and subject to the said conditions execute and complete the work shown upon the said this form of Agreement, letter of acceptance, form of performance Bank guarantee or bond, Tender and appendix, instructions to tenderers, bills of quantities and schedule of supplementary, technical specification, Drawings, special conditions of contract, general conditions of contract, the notice inviting tender etc.



3. The employer shall pay the Contractor the amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
4. The said general conditions, special condition, technical drawings, Notice Inviting Tender no: **AO KANPUR/E-TENDER/GENSET/001** dated, specifications, Guarantee, Instruction to Tenderers Price Bid (Schedule of quantities), correspondences, Letter of acceptance, Agreements and appendix there to contained in the tendered documents / said conditions shall be read and constructed as forming part of this agreement, and the parties hereto shall respectively abide by submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
5. The agreement and documents mentioned herein shall form the basis of this contract. This contract is neither a fixed Lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.
6. The Bank reserve to itself the rights of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.
7. The contractors represent that they have experience and competent staff which will enable them to ensure proper quality check on the materials, whether brought by the contractors or supplied by the Bank to the contractors and which will ensure that the contractor will carry out proper tests as required by the specifications and will supervise the day to day working and execution of the contract work.
8. If the contractors have any doubt about the quality of the materials or any difficulty in supervision of the day to day work it shall be duty of the contractors to report the matter in writing forthwith to the employer and for the time being suspend that portion of the work about which difficulty is experienced, and the contractors will abide by the directions given by the employer.
9. The contractors are aware that the Bank will not give day to day supervision by will periodically supervise and the contractor has to perform their obligations under the instructions given to him periodically.
10. The contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions contained in the said conditions and will be of contract quality and description.



11. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

12. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is made open to him or from the date of issue of intimation to you as provided for in the said conditions of contract whichever is later and to complete the entire work within **75 Days** subject never the less to the provisions for extension of time.

13. All payments by the Employer under this contract will be made only at Kanpur. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kanpur and only courts in Kanpur shall have jurisdiction to determine the same.

14. Annual Maintenance Contract:

14.1 The warranty would be on-site and in nature and back to back support from the OEM. The vendor will warrant all the spares against defects arising out of faulty design, materials and workmanship etc. during the period of warranty.

14.2. Any worn or defective parts withdrawn from the equipment and replaced by the vendor during the warranty period shall become the property of the vendor and the parts replacing the withdrawn parts shall become the property of Bank.

14.3. The vendor's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.

14.4. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the vendor shall be informed of the same immediately. The Bank shall bear the charges for such shifting and the vendor shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the vendor. The Bank would have the right to shift supplied systems to an alternative site of its choice. The warranty terms would not be considered as violated due to the above shifting. The vendor, would not unreasonably assume that the causes lie with the shifting activity.

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

(a) Free maintenance services during the period of warranty and during the AMC period. Professionally qualified personnel who have expertise in the Equipment supplied by the vendor will provide these services.



- (b) The Contractor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at Bank's premises and at the premises of the Vendor.
- (c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.
- (d) The Vendor shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
- (e) In the event of the equipment not being repaired or a workable solution not provided during Warranty period and the AMC period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- (f) Any penalty due during the Warranty period will be adjusted against the bills payable or 5% retention money retained by the Bank during the warranty period or from the AMC bills.
- (g) Preventive maintenance: the Vendor shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 30 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the Vendor recognizes Bank's operational needs and agrees that Bank shall have the right to require the Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- (h) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- (i) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The Vendor's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field



call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

(j) The Vendor shall provide replacement equipment if any equipment is out of the premises for repairs.

14.6. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

14.7. If, in any month, the Vendor does not fulfill the provisions of clauses (b), (c) and only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event if the invoice was paid to the Vendor without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to Bank on demand by Bank.

14.8. On account of any negligence, commission or omission by the engineers of the Vendor and if any loss or damage caused to the Equipment, the Vendor shall indemnify/pay/reimburse the loss suffered by the BANK.

15.CONFIDENTIALITY:

15.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the Vendor, the bank shall be indemnified. The Vendor agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

15.2 The Vendor / Bank will treat as confidential all data and information about the Vendor / Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

15.3 In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted



with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs.2Eight/- on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

16. That all the parts of this contract have been read by the contractor and fully understood by the contractor. They further agree to complete the said work to fullest satisfaction of Employer.

If The Contractor is a partnership or an individual

IN WITNESS WHEREOF the Employer and the contractor have set their respective hands to these presents and two duplicates hereof the day and at first here in above written.

If the Contract is a Company

I WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and contractor has caused its common seal to be affixed hereunto and the said two duplicates has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first here in above written.

Signature Clauses

EXECUTANTS

1. BANK

2. CONTRACTOR

Witnesses

SIGNED AND DELIVERED BY

An individual should be signed by
All or on behalf of one partners. In
the presence of

If the party is a partnership firm

(1)

Signature and seal of the bidder



Address:
.....

Witness

(2)

Address:
.....

Note: The successful tenderer has to signed & submit required stamp paper for agreement as per prevailing laws of Govt. at their own cost.