TENDER ID	AHM202110005
DATE	21.10.2021

State Bank of India Local Head Office

Premises & Estate Department, 3rd Floor, Bhadra, Laldarwaja, Ahmedabad-1

Part – I (Technical Bid)

SBI, LHO, Ahmedabad invites online e-Tenders followed by reverse auction for Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat.

Name of The Te	nderer:	
Address:		
Email ID:		
Date:		
CSTIN:		

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NOTICE INVITING TENDER

SBI, LHO, Ahmedabad invites online e-Tenders followed by reverse auction for Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat.

The other details of the tender are as under:

1. 2 3	Name of Work Earnest Money Deposit (EMD) Initial Security Deposit (ISD) Total Security Deposit (TSD)	SBI, LHO, Ahmedabad invites online e-Tenders followed by reverse auction for Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat. Not Applicable 2% of the contract value in the form of Demand Draft issued by any Nationalized/Scheduled Bank in favour of "State Bank of India" payable at Ahmedabad. Bank will keep total security deposit of 3% of the total	
	, , ,	contract value (including 2% ISD) during the defect liability period of one year from the date of successful installation of the system.	
5	Award of work	Work will be awarded to the lowest bidder after e- reverse auction.	
6.	Date for Downloading of Tender Document (Technical and Price Bid)	21.10.2021 to 30.10.2021 from Bank's Website: www.sbi.co.in Link <sbi in="" news="" the=""><procurement news=""></procurement></sbi>	
7	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting.	At 12.00 Noon on 25.10.2021	
8	Pre-Bid Meeting	At 4:00 pm on 27.10.2021 at SBI, LHO Building, Premises Department, 3 rd Floor, Ahmedabad.	
9	Posting of clarifications on the Bidder's queries.	Clarifications, if any, shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder.	
10	Last date & time for submission of Technical bid along with Documentary proof for eligibility as specified in the tender in sealed Cover-A super scribing "Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat".	Up to 03:00 PM on 30.10.2021 Note: 1. It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBI shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever. 2. Tenders received without all eligibility criteria documents shall be summarily rejected.	
11	Address for submission and opening of Technical Bid.	State Bank of India, Premises & Estate Department, 3 rd Floor, LHO, Bhadra, Laldarwaja,	

		Ahmedabad-1
12	Date and Time of Opening of Technical Bid	4 pm on 01.11.2021 at State Bank of India, Premises & Estate Department, 3 rd Floor, LHO, Bhadra, Laldarwaja, Ahmedabad-1
13	Date and Time of uploading of indicative Price Bid	Separate information will be sent through email to only qualified bidders after Technical Bid evaluation.
14	Date and time of e-reverse auction	Separate information will be sent through email to only qualified bidders who participated in the indicative price bid.
15	Validity for Offer for acceptance by the Bank	3 (Three) months from the date of opening of price bid
16	Penalty/Liquidated damages	0.5% per week maximum upto 5% of the contract value.
17	Period of Honoring Payment Certificate	21 days from the date of receipt of bill (excluding Sunday and Public Holidays).
18	Insurance	As per insurance clause of the tender document
19	Time allowed for completion of work	2 weeks from the date of issue of work order
20	Defect Liability period	1 year from the date of successful installation.

- 21. 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.
- 22. Tenders received without supporting documents for pre-qualification shall be summarily rejected and such bidders **shall not be allowed** to participate in the price bidding process.
- 23. Bank reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
- 24. Tenders can be downloaded from www.SBI.co.in (link)<SBI in the News> <Procurement News>.It shall be responsibility of the Vendor to arrange and ensure that all pages of technical bid are properly bound. Tenders in loose pages shall be disqualified.
- 25. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.
- 26. The information required should be neatly filled/typed in <u>each and every columns and</u> <u>row</u> of the Formats. <u>The tender received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be <u>summarily rejected without any reference to</u> the bidder and at the bidder's risk and responsibility.</u>
- 27. Thetenderers are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexures to avoid rejection of their applications.
- 28. Conditional tenders shall be summarily rejected.

AGM (P&E)

EVALUATION OF PRICE BID

- 1. The Bidders qualified in the Technical Bid evaluation shall only be allowed to participate in the price bidding.
- 2. The award of contract will be made to the bidder whose bid has been determined to be the lowest after arithmetic checking of calculations of all components of online price bid after e-reverse auction and applying "K" factor.
- 3. The SBI reserve its rights to accept any or to reject all the bids without assigning any reasons therefore and no correspondence shall be entertained in this regard.

we hav	e rea	d and	unders	tood	the
abovem	entio	ned	prequa	lifica	tion
criteria	and	shall	abide	by	the
same.					

Signature of the Vendor With Seal
Name:
Place:
Date:

ELIGIBILITY CRITERIA

- 1) The aggregate turnover of the bidder should not be less than 1.8 lakh in the last 3 financial years i.e. for the year 2017-18, 2018-19 & 2019-20. (Please attach CA Certificate)
- 2) The Bidder should not have been black listed by the Government. (Please submit self declaration on company/firm latter head duly signed by the authorized person)
- 3) Vendor should have executed minimum two works with single point responsibility for Design Engineering, Manufacture, Installation & Commissioning of minimum 15 Kg OWC in Central / State Govt. / Public sector undertaking / Public Limited Company / Private Limited Company as on 30.09.2021(Please enclose work satisfactory completion certificate issued by the Central/State Govt/MNCs).
- 4) Value of work done during last 3 years ending 30 09.2021 should be either of the following:

Three OWC Plants each of not less than Rs. 2.4 lakhs each

OR

Two OWC Plants each of not less than Rs. 3.00 lakhs each

OR

One OWC Plant of not less than Rs. 4.8 lakhs.

- 5) Must have office/service setup in Gujarat before the date of this tender (Please enclose legal documentary proof).
- 6) Must have valid GSTN number.
- 7) Must have sufficient technical staff for execution and maintenance of OWC plant (List of technical staff to be enclosed).
- 8) Company/Firm should be 3 years old as on 30.09.2021 (Please enclose documentary proof).
- 9) Make in India product, NSIC & Factory License certificate (Please enclose documentary proof).
- 10) Must have ISO9001:2015

SAMPLE BUISNESS RULE DOCUMENT

SBI, LHO, Ahmedabad invites online e-Tenders for Supply, Installation, Testing and Commissioning (SITC) of Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar-and Bhavnagar) and Administrative Office, Surat.

(A) Business rules for E-tendering:

- 1. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
- 2. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
- 3. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
- 4. Vendors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
- 5. The Vendors will be required to submit the various documents in sealed Envelope to the office of SBI, P&E Deptt., 3rd Floor, LHO, Bhadra, Laldarwaja, Ahmedabad before last date and time i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) All necessary documents to fulfill eligibility criteria. Vendors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
- 6. E-tendering will be conducted on schedule date &time.
- 7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) <u>Terms & conditions of E-tendering:</u>

SBI shall finalize the Tender through e-tendering mode for which **M/s. e-Procurement Technology**, **Ahmedabad** has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

- E-tendering shall be conducted by SBI through M/s. e-Procurement Technology, Ahmedabad., on pre-specified date. While the Vendors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
- 2. In order to ward-off such contingent situation bidders are requested to make all thenecessaryarrangements/alternativessuchasback— uppowersupplywhateverrequiredso that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Vendors during the E-tendering can not be the cause for not participating in the E-tendering. On account of this the time for the E-tendering can not be extended and SBI is not responsible for such eventualities.
- 3. M/s. **e-Procurement Technology, Ahmedabad**., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E- tendering. You are required to give your compliance on it before start of bid process.
- 4. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
- 5. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Architects.
- 6. VALIDITY OF PRICE BID: The Bid price shall be for a period specified in the tender document and shall not be subjected to any change whatsoever.
- 7. Procedure of E-tendering:

i. Online E-tendering:

- (a) The hard copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
- (b) Online e-tendering is open to the pre-qualified bidders who receive NIT from the Bank and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
- (c) The Price-Bid shall be made available online by the Service Provider wherein the vendors will be required to fill-in their Item-wise rates for each item.
- (d) The Vendors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

- (f) In case, vendor fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.
- 8. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. e-Procurement Technology, Ahmedabad. The Bidders are requested to change the Password after the receipt of initial Password from M/s. e-Procurement Technology, Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- 9. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such vendors and forfeiting their EMD.
- 10. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
- 11. SBI shall be at liberty to cancel the E-tendering process/tender at any time, before ordering, without assigning any reason.
- 12. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 13. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

14. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - SBI or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - SBI or its authorized service provider M/s. **e-Procurement Technology, Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
 - SBI or its authorized service M/s. e-Procurement Technology, Ahmedabad will not

be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

<u>N.B.</u>

- All the Bidders are required to submit the Process Compliance Statement (Annexure-II) duly signed to M/s. **e-Procurement Technology, Ahmedabad**.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To.

M/s. **e-Procurement Technology,** B-705, Wall Street - II, Opp. Orient Club, Ellisbridge, Ahmedabad – 380006, State Gujarat, India

E-mail: jayprakash@auctiontiger.net Contact No.- 07968136815, 8849722625

SBI, LHO, Ahmedabad invites online e-Tenders for Supply, Installation, Testing and Commissioning (SITC) of 15 Kg Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat.

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and M/s. **e-Procurement Technology, Ahmedabad** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E- tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honor the Bids placed by us during the Etendering process. With regards,

Date:

Signature with company seal Name: Company / Organization:

Designation within Company / Organization: Address of Company / Organization: Scan it and send to this Document on ------

LETTER OF DECLARATION

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document.)

The Assistant General Manager (P&E) SBI, LHO, 3rd Floor, Bhadra, Laldarwaja, Ahmedabad

SBI, LHO, Ahmedabad invites online e-Tenders for Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat.

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum mentioned in the attached schedule and in accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

а	Description of work	SBI, LHO, Ahmedabad invites online e-Tenders for Supply,	
		Installation, Testing and Commissioning (SITC) of 15 Kg Organic	
		Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and	
		Bhavnagar) and Administrative Office, Surat.	
b	Earnest Money	Not Applicable	
С	Validity of Contract	For an initial period of 6 (Six) months from the date of	
		commencement of work subject to the renewal for one similar	
		terms after expiry of initial period subject to satisfactory	
		performance.	

- 3. Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI the amount mentioned in the said conditions.
- 4. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation.

- 5. We confirm that we are not debarred by the SBI for any of its projects.
- 6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

Signature of the Tenderer With Seal

BASIC INFORMATION OF THE VENDOR

(Please strike-off which is not applicable)

1	a) Name of the applicant/Firm/ Organization	
	b) Full Postal Address of Firm	
	c) Contact Details (i) Phone No. (ii) Mobile No. (iii) Fax No. (iv) e-mail Id (v) Web-site	
	d) Application fee details Online application fees receipt no. (Please enclose online application fees payment receipt) Date	
2	Year of establishment (Please enclose documentary evidence)	
3	Constitution of Firm (Enclose certified copies of documents as evidence)	Sole proprietorship/Partnership/Private Ltd. / Public Ltd. / Any other (Please specify)
4	Name of the Proprietor/Partners/Directors of the organization/firm	
5	a) Name/s of authorized signatory with designation	

	b) Bio-data of Partners/Directors	
	(Enclose separate sheet as)	
	(Enclose separate sheet as)	
6	Mode of Authorization	Resolution / Partnership Deed /
	Enclose certified copies of document as evidence.	Registered Power of Attorney /
	Enclose tel tilled copies of document as evidence.	Proprietor / Any Other (Please specify)
		Troprictor / Tary Other (Trease specify)
7	Whether registered with MNRE/GEDA (Enclose	YES / NO
'	certified copies of document as evidence).	TEST NO
	certified copies of document as evidence).	
	Name of Organization	
	Category	
	No. & Date of Registration	
	1101 00 2 000 01 110 810 110 110	
	Name of Organization	
	Category	
	No. & Date of Registration	
8	No. of years of experience in the field and details of	
	work in any other field (Please enclose documentary	
	proof)	
	<u>*</u>	
9	Yearly turnover of the organization during last 3	2017-18
	years (year wise) and furnish audited balance sheet	2018-19
	and Profit & Loss A/c. (Audited) for the last 3	2019-20
	financial years certified by the auditor. (Please	Average:
	enclose CA Certificate)	
10	Banker's Details	
	(i) Banker's Name	
	(ii) Full Postal Address	
	(iii) Telephone No.	
	(iv) Account No.	
	(v) Type of Account	
11	PAN No.	
L I		
12	GST No.	
13	Whether last three years IT returns filed (Pl. enclose	
	certified copies of the I T return of 2017-18, 2018-	
	19, 2019-20)	

14	Details of major works executed & completed during last 3 years.	(Please enclose separate sheet)
15	Details of major works on hand.	Please enclose copies of LOI /work order / agreement
16	Whether any Civil Suit/litigation arisen in works executed during the last 5 years. If yes, please furnish the name of the project, employer, and nature of work, contract value, work order and brief details of litigation. Give name of the Court, place and status of pending litigation.	Attach a separate sheet if required.

(Signature of the authorized person)
Name:
(Mobile No.):
E-mail ID:
Date:

ARTICLES OF AGREEMENT

This AGREE	MENT is n	nade at .	on this	3	day of			.betwe	en
SBI, a body	Corporate	created	under SBI Act	1955, h	naving its	Local H	ead Off	ice at S	State
Bank Bhavai	n, Bhadra,	Laldarwa	aja, Ahmedaba	d, repre	esented b	by author	rized off	icer of	SBI.
(hereinafter	called	"the	Employer")	on	the	one	part	and	M/s
·								<u>.</u> (propr	ietor
ship/partners	hip firm/Co	mpany),	incorporated ur	nder the	provisio	ns of the	Compar	nies Ac	t and
having its reg	jistered offi	ce at						<u>.</u>	
								<u>.</u> (hereii	nafte
r called "the <mark>'</mark>	Vendor") re	epresente	ed by Shri		wł	no is auth	orized	to ente	r this
agreement b	y its Board	of Direct	tors on the othe	r part.					

AND WHEREAS the Employer has intention of engaging vendor for Supply, Installation, Testing and Commissioning (SITC) of 15 Kg Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat. as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS the Employer had called for tenders for Supply, Installation, Testing and Commissioning (SITC) of 15 Kg Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract, as per the information and technical specifications enclosed, at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat. as stated in the scope of work attached to the Tender Document to the Vendor as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Vendor.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the said Contract Amount to be paid at the times and in 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 Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2. The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3. The said Conditions and Appendix thereto shall be read and construed 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.
- 4. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 5. This Contract is neither a fixed lump-sum contract nor a piece work contract

but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBI.

- 6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to above Installation in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
- 7. 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.
- 8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 07th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 90 days subject to nevertheless the provisions for extension of time.
- 9. After defect liability period of 1 year comprehensive AMC charges as per tender are as under:

S. No.	Comprehensive AMC year	Amount (Rs.)
1	2 nd Year	
2	3 rd Year	
3	4 th Year	
4	5 th Year	
5	6 th Year	

(GST Extra)

- 10. Comprehensive AMC shall be paid on quarterly basis after satisfactory services reported to the in-charge.
 - 11. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Ahmedabad and only the Courts in Ahmedabad shall have jurisdiction to determine the same.
- 12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF THE EMPLOYER and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

hand of Shri	
By the (E	mployer)
SIGNED AND DELIVERED by the	
SIGNATURE CLAUSE	

	(Signature of Employer)
(Name and Designation) In	
the presence of :	
Shri / Smt	(Signature of Witness)
	Address
	(Witness)
	SIGNED AND DELIVERED by the
	by the
	(Contractor)
	(Signature of Contractors)
	in the presence of : Shri / Smt Address
	(Signature of Witness) <u>Witness #2</u> Signature: Name: Address
	If the bidder is signing by the by hand of Power of Attorney, whether a
	company or an individual.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1. Purpose:

SBI, LHO, Ahmedabad invites online e-Tenders for Supply, Installation, Testing and Commissioning (SITC) of 15 Kg capacity Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat.

- 2. The tenderer must use only the Price Bid format issued by the SBI, Ahmedabad, to fill in the rates. Any addition/alteration in the text of the tender made by the tenderer shall not be considered. Such tender/s may be considered invalid by the Bank at its discretion.
- 3. All entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- 4. Rates and amounts should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted.
- 5. Failure to comply with either of these conditions will render the tender void at the Bank's option. No advice whatsoever especially on any change in rate, specifications or conditions after the opening of the tender will be entertained. If on check there are differences between the rates given by the vendor in words and figures or in the amount worked out by him, the following procedure shall be followed:
 - a. When there is a difference between the rates in figures and in words, the rates that correspond with the rate written either in figures or in words, then the rate quoted by the vendors in words shall be taken as correct.
 - b. When the amount of an item is not worked out by the vendor or it does not correspond with the rate written either in figures or in words, then the amount corresponding to the rate quoted by the vendors in words shall be taken as correct.
 - c. When the rates quoted by the vendor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the vendor shall be taken as correct and not the amount.
 - 6. Each page of the Tender Document should be signed by the authorized person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract. General specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be liable to be rejected.
 - 7. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
 - 8. The SBI does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

- 9. All the firms are required to submit the prequalification documents in the enclosed formats. On opening of envelope-I (Technical bid), the the prequalification documents would be examined and the firms who meet the prequalification criteria would be eligible for the work and their price bid only will be opened and considered for evaluation.
- 10. On receipt of intimation from the SBI of the acceptance of his / their tender, by way of Work Order, the successful tenderer shall sign an agreement in accordance with the agreement in the format prescribed herein and the Price Bid. A work order by the SBI of a tender will constitute a binding contract between the SBI and the bidder so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful tenderer.
- 11. The tenderer shall not assign the contract and shall not sublet any portion of the contract except with the written consent of the SBI. In case of breach of these conditions, the SBI may serve a notice in writing on the tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the SBI, without prejudice to his other remedies against the tenderer.
- 12. The Tenderer shall carry out all the work strictly in accordance with details and instructions of the Bank's concerned Officials. If in the opinion of the Bank's Officials, changes have to be made in the design and with the prior approval in writing of the SBI they desire the Tenderer to carry out the same, the Tenderer shall carry out the same. The Bank's Officials decision in such cases shall be final.
- 13. A Schedule of Probable Quantities in respect of each work and Specifications accompany these General and Special Conditions. The Price Bid should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
- 14. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.
- 17. The tenderer shall note that unless otherwise stated the tender is strictly on lump sum basis and his attention is drawn to the fact that rate should be correct, workable and self-supporting. The tenderer shall carry out all works necessary for completion of work and for delivering the desired results. No claim shall be entertained on this account.
- 18. Time allowed for carrying out the work shall be strictly observed by the tenderer. The work shall throughout the stipulated period of the contract be proceeded with all due diligence.
- 19. The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the

cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the SBI shall not be liable for any claim in respect thereof. The SBI does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

- 20. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.
- 21. The successful tenderer must cooperate with the other vendor appointed by the SBI so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer/Officials.
- 22. The tenderer shall guarantee that the work shall be free from any defects whatsoever during the contract period.
- 23. DELIVERY SCHEDULE: The work allotted to the Bidder is to be completed within six weeks reckoned from the date of issue of the Work Order. Bidders are advised to visit the site and get themselves fully acquainted with the general and local site conditions, particularly those bearing upon transportation, handling, storage and the like, prior to quoting for the work.
- 24. Any defects or shortcomings found during execution of work and during the defects liability period from the completion of the entire work shall be attended/rectified by the tenderer without any extra cost to the SBI. In case of failure to do so within 10 days from such notice from the Bank, the SBI may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Vendor.
- 25. Initial Security Deposit: A sum equivalent to 2% of contract sum is required to be deposited by the firm within 7 (seven) days from the date of issue of work order. Earnest Money Deposit, Initial Security Deposit and Retention Money Deposit will form a total Security Deposit. The entire Security Deposit will be refunded after expiry of defects liability period.
- 26. No escalation shall be allowed on the rates of this contract.
- 27. No mobilization advance shall be paid to the Vendor.
- 28. Storage space may be allowed at site as per the availability. The Vendor will have to make his own arrangement for security and locking arrangement of the storage space. The Vendor may be required to vacate the storage space as per SBI's exigency without any extra cost.
- 29. The vendor has to make his own arrangement of stay for his employees.

30. TERMS OF PAYMENT:

No advance payment shall be paid. 97% of the contract amount shall be paid after successful installation, testing and commissioning of the system alongwith the approvals from the Government Departments. Remaining 3% shall be kept as SD during defect liability period of 1 year..

- 31. Labour Law / Act The vendor will be governed by the local Labour Laws / Acts in force.
- 32. Delay and Extension of Time: If in the opinion of Bank's Officials, works be delayed by force majeure such as (a) war / hostilities, (b) riots or civil commotion,
 - (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons, a suitable extension of time will be given and no extra claim will be paid by the SBI whatsoever.
- 33. The Vendor shall use all materials conforming to relevant BIS/ relevant Code and will use the best materials of approved manufacture.
- 34. Vendor's Representative on Works Vendor shall maintain at site responsible, efficient, qualified and well experienced incharge during the contract period. Any clarifications, explanation, instructions or notices given by the SBI to such in-charge shall be deemed to be given to the vendor and shall be binding on the vendor.
- 35. Dismissal of Workman Vendor shall, on the request of the SBI, immediately dismiss from the work any person in the opinion of SBI be unsuitable or incompetent or who may be guilty of misconduct.
- 36. The vendor shall at the instructions of the SBI within such time as notified, open up for inspection any work and should the vendor refuse or neglect to comply with such instructions, the SBI may employ other workman to open of the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Vendor from any money due or which may become due to the vendor.
- 37.NOTICES: Notices of the SBI, to the vendor may be served personally or by being left at or sent by registered post to the last known place of the business of the party to whom the same is given or in the case of the vendor by being left on the works. Notices may be served at or sent by registered post to the registered office of the vendor. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

38. TERMINATION OF CONTRACT BY THE SBI:

If the vendor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or the liquidator, in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SBI that they are able to carry out and fulfill the contract, and to give security, therefor, if so required by the SBI.

OR if the vendor (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 vendor, or shall assign or sublet the contract without the consent in writing of the SBI first obtained.

OR shall charge or encumber this contract or any payments due or which may become due to the vendor there under.

OR if the vendor

- a. has abandoned the contract or
- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the SBI written notice to proceed, or
- c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the SBI written notice that the said materials of work were condemned and rejected by the SBI under these conditions or
- e. 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 vendor for seven days after written notice shall have been given to the vendor requiring the vendor to observe or perform the same, or
- f. has to the detriment of good workmanship or in defiance of the SBI's instructions to the contrary sublet any part of the contract.

Then and in the event of any of the aforesaid cases, the SBI may, not withstanding any previous waiver, after giving seven days notice in writing to the vendor, determine the contract but without thereby affecting the powers of the SBI or the obligations and liabilities of the vendor, the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the vendor.

And further, the SBI may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other vendors or other persons to complete works, and the vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other vendor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the SBI shall give a notice in writing to the vendor to remove his surplus materials and plant, and should the vendor fail to do so within a period of 14 days after the receipt thereof by him, the SBI shall sell the same by public

auction, and shall give credit to the vendor for the amount realised on deducting there from the costs of removal and sales.

If any sum shall be due or payable to or by the SBI for the values of the said plant and materials so taken possession of by the SBI and the expense of loss which the SBI shall have been put to in requiring the works to be completed, and the amount, if any, owing to the vendor and the amount which shall be so certified shall thereupon be paid by the SBI to the vendor or by the vendor to the SBI, as the case may be, and the SBI's certificate shall be final and conclusive between the parties.

On termination of the contract, the vendor shall forth with remove himself and his workmen from the work site.

39. TERMINATION OF THE CONTRACT BY THE VENDOR

If the payment of the amount payable by the SBI shall be in arrears and unpaid for 30 (thirty) days after it has become due as per payment terms and after notice in writing requiring payment of the amount shall have been given by the vendor to the SBI and if the SBI unreasonably withholds any such payment then vendor shall be entitled to give a termination notice and terminate the contract and recover from the SBI payment for all works executed for the purpose of the contract. In arriving at the amount of such payment, the net rates contained in the vendor's original tender shall be followed.

40. MATTERS TO BE FINALLY DETERMINED BY THE SBI

The SBI's decision, opinion, direction, with respect to all or any of the matter such as scope of work, vendor to provide everything necessary, materials and workmanship to conform the description, assignment of subletting, defects after completion, delay & extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the vendor. SBI's instructions if any, in this regard in case of any urgency, shall also be complied immediately.

41. ARBITRATION

If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the SBI or its DGM & CDO is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days notice in writing to the other (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein after provided for the purpose of appointing the Conciliator or the Sole Arbitrator referred above, the SBI shall send to the vendors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organisation of the SBI or the vendors.

The Vendor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the SBI within fifteen days of

receipt of the names. The SBI shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed as aforesaid.

The Conciliation / Arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator (s) the award of the Arbitrator (s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are paid in equal proportion by each of the parties. The cost of the Conciliation / Arbitration including the fees, if any, of the Conciliator or the Arbitrator, shall be directed to be finally borne by such partly or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.

The SBI and the vendor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Ahmedabad and only the Courts in Ahmedabad shall have jurisdiction to determine the same.

42. INSURANCE CONTRACT CONDITIONS VENDOR'S LIABILITY AND INSURANCE

a. From commencement to completion of works, the Vendor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue of the work order to the vendor and ending with successful commissioning of the Plant.

b. Without limiting the obligations and responsibilities under this condition, the Vendor shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this Contract, increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the Clause (a) above. In the event of there being a variation in the nature and extent of the work, the Vendor shall from time to time increase or

- decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by the Vendor. The said insurance shall also provide for the removal of debris of the lost or damaged works.
- c. The Vendor shall at all times indemnify the SBI against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, SBI State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the work whether in the Employment of the SBI, or Vendor or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
- d. Before commencing the work, the Vendor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Vendor/Sub-Vendor/Nominated Sub-Vendor. For this purpose, insurance shall be taken by the Vendor/Sub-Vendor. Such insurance shall be taken to include both employees/workmen covered by the Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workmen's Compensation Act 1923, and employees workmen not covered by the said Act. All the premiums shall be paid by the Vendor.
- e. The Vendor shall at all times indemnify and keep indemnified the SBI against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Vendor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the SBI and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the value of the accepted tender, subject to the minimum sum of Rupees Five Lakhs. The Insurance Policy to be so obtained by the Vendor shall be deposited by the Vendor with the SBI within seven days of its issue by the insurer.
- f. The Vendor shall ensure that similar insurance policies are taken out by his sub vendors or nominated vendors, if any, and shall be responsible for any claim or loss resulting from their failure to obtain adequate insurance protection in connection thereof. While taking the insurance policies, vendor should indicate clearly to the insurance companies that policies issued shall cover their sub-vendors and nominated sub-vendors also.

- g. No work shall be commenced by the Vendor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Vendor unless and until each insurance is current and valid at that time.
- h. In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Vendor shall reinstate the installation, replace the materials or equipments or pay compensating to the affected personnel/Employees without waiting for settlement of the claim from insurance company.

DECLARATION BY THE BIDDER (On Company letter head)

I / We h	ereby	declare	that	I/We	have	read	and	understood	the	above
instruction	ns to th	ne bidder	s and	that	the sa	me ar	e bin	ding on me /	us.	

Signature of Bidder
Seal

Date: Place:

TECHNICAL SPECIFICATIONS Fully Automatic

Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat

Sr.No.	Technical Specifications for Micro-organisms based 24 hrs composting system					
1	Per Day Processing Capacity 15Kg per Day					
2	Composting System	24 Hrs Microorganism Based Composting Machine				
3	Operation and Processing	Fully automatic and Within 24 hours				
4	Input	Segregated Organic Waste				
5	Treatable items	Fruits, Fruit peels, Vegetables, Vegetable peels, Fish, Fish bones, Chicken bones, Bread, curries, garden waste				
6	Output	Dry Organic manure / Soil Additive / Compost				
7	Untreatable items	Coconut shells, Metal waste, plastic, glass, big bones, large shells, petrochemicals				
8	Power Supply	440/50Hz				
9	Composting tank material	Stainless Steel (SS - 304)				
9.A	Inbuilt Shredder	EN 08				
10	Main Tank Shaft & Blades	SS 304 High Quality Shaft with superior quality mixing with clock anti-clock system				
11	Motor Gear Box	Planetary Gear Box				
12	Blower	SS High Quality Blower to remove vapour from tank - SS 304				
13	Handles and Locks	Standard handles and locks with good aesthetics				
14	Control Panel	All control panel parts should be of standard brands.				
15	Over Load Protection	Motor and Blower should have overload and current protection.				
16	Compost Removal	After 2 -3 Days				
17	Outside housing	Mild steel with pure polyester powder coating suitable for outside use and with crane lifting facility				
18	Waste input and compost removal provision	Separate door of high-quality stainless steel for waste input and compost removal				
19	Waste Inlet Door	Stainless Steel (SS - 304)				
20	Waste Outlet Door	Stainless Steel (SS - 304)				
21	Composting method	Micro-organisms based natural composting in high temperature atmosphere with 85-90% volume reduction				
22	Safety Features	Emergency switch, overload indication function and Safety Switch Safety feature: Internal mixing blades automatically stop when input door is opened				

Earthing of system: - The system should be properly earthed as per relevant IS code.

Environmental condition and power supply: - The system should be worked with 440/230 Volt , AC+/-10%, 50Hz three phase supply and designed for 5 to 55 Degree Celsius ambient temperature with 90% humidity and should be weatherproof.

System Descriptions

The fully automatic organic waste converter should have following features:

- a) No labour/ no manual intervention and no maintenance.
- b) In terms of convenience, open the lid and put in the wet waste. Open the compost door and the compost falls out automatically. No other intermediate process required.
- c) Volume reduction is 80 90%. Hence 15 kg of wet waste is converted into 2 3 kg of compost, reducing space requirements for compost storage also.
- d) Since the digestion is aerobic, there is no methane/ ammonia formed from the nitrogen content of the food and hence odourless.
- e) It shall be completely less noise as per latest CPCB guidelines.
- f) The operating temperature of 50-55 degrees plus ensures that all pathogens are killed thus making it safe for human handling. The fully packed design and high temperature ensures that it does not attract rodents, insects or flies. The bacterial culture is provided along with the machine during commissioning and need not be put in again in its lifetime. Hence no recurring costs of bacteria, dry leaves or labour.
- g) The equipment shall not require any major investments for rodent proof infrastructure etc. A simple shed to cover the machine and its electrical points from rain should be enough.
- h) Aesthetically, it shall have elegant design ensures that the so called garbage processor will never be an eyesore, but on the contrary, pleasing to the eye. It goes with and does not spoil the décor of the surroundings.
- i) Even if the machine is down, it should not emit any foul odour as long as fresh food waste is not added.
- j) Defect liability period and comprehensive AMCs should ensure that the machine is serviced and operational all 365 days a year.
- k) The OWC machine shall supplied with main power cable of 3 core x 2.5 sq.mm armoured FRLS copper cable of 10 meters length along with two 18 SWG copper bare earth conductors. This is for power from Bank provided power switch near OWC machine to OWC machine.

Format for undertaking for product & maintenance support

(To be submitted by the tenderer on company letter head)

NAME OF WORK: Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to the SBI, as and when required in connection with the equipment to enable the SBI to procure spare parts from other sources.

Thanking You

Yours faithfully,

(Signature of the Contractor / Firm with Company's Seal)

Undertaking on company letter head

(Undertaking by manufacturer of OWC regarding the manufacture's obligation to extend uninterrupted after sales service to SBI)

NAME OF WORK: Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat.

We, the manufacturer of OWC Component(s) undertake to provide continued after sales service including but not restricted to the following services.

- i) To guarantee uninterrupted supply of spare parts throughout the designed life of OWC.
- ii) To assist SBI in investigation of failure/malfunctioning of any part or system as and when called for by SBI during and after defects liability period.
- iii) We shall propose with cost estimate, any modification / up gradation of safety features, design modification / improvements to be incorporated in the OWC.
- iv) We hereby undertake to provide the above services and respond to SBI's queries/requests in reasonable time notified by SBI during the design life of the OWC.
- v) Any breach of above undertaking will entail SBI to take any or all actions mentioned below as deemed fit by SBI.
 - a) To place on record the performance of firm either in the SBI Web Site or other publications.
 - b) Intimate the Regulatory Authorities / bodies or other Banks.
 - c) Restrict the firm's participation in further tendering in SBI.

Date: (Name and address of the company with Company Seal)

Note: This undertaking shall be furnished by the manufacturer of OWC.

SPECIAL CONDITIONS OF CONTRACT

- 1. Working /detailed /shop drawings /brochures shall be submitted before taking up the works on site.
- 2. Comprehensive AMC for the next 5 years after warranty period of one year will be paid on quarterly basis after performing quarterly maintenance services and submission of maintenance report to the in-charge.
- 3. No workmen will be allowed to stay within SBI premises.
- 4. Electricity and water etc. will be provided by the Bank, free of cost.
- 5. Permission, if any required, from the local statutory authorities / bodies shall be obtained by the vendor at his own cost. However, Bank will reimburse to the vendor(s) statutory charges paid by the vendor to the Government Departments/Electricity Boards on production of original receipt.
- 6. The Vendor shall engage the necessary workers for removal of debris, waste, dust etc. as required by the Engineer-in-charge without extra cost and also re do the damages caused to the building /works without any extra cost to SBI and dispose of the debris at the designated place of Corporation.
- 7. Work may have to be done during night-time to adhere to the time schedule for completion of the work, for which no extra charges will be paid.
- 8. The Vendor shall take out and maintain insurance policies as prescribed in General Conditions of Contract throughout the currency of the contract until the works are taken over by SBI.
- 9. During the contract period, the bidder is required to provide periodic preventive maintenance chart of all components to the in-charge and strictly follow the maintenance schedule.
- 10. When storage is being provided, the surroundings and premises where such storage is located as well as the work of other agencies shall be protected and not damaged; if any damage is caused, it has to be made good to the satisfaction of the SBI at the vendor's cost.
- 11. The vendor shall cover, secure and protect all the items of work, as directed, until the works are taken over by SBI.
- 12. Statutory deductions like income tax at source & GST TDS or other statutory deduction/s as applicable shall be deducted from bills /amounts payable to the vendor.

SAFETY CODE

- 1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be maintained in a readily accessible place.
- 2. An injured person shall be taken to a hospital without loss of time in cases where the injury necessitates hospitalization.
- 3. Hoisting machines and tackle if used in works, including their attachments, anchorage and supports shall be in perfect condition.
- 4. Inflammable and hazardous items shall not be allowed near the working site.
- 5. Adequate safety measures against fire, theft etc. will be taken by the Vendor.

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the vendors/ service providers for effecting payment through ECS (e-payments)

Name and address of consultant with phone nos.

- 1. Name of the account holder (As appearing in the Bank account)
- 2. Name of the Bank
- 3. Name of the Branch
- 4. Account number
- 5. RTGS/ NEFT/ IFS Code
- 6. Type of account (Savings, current, etc.)
- 7. PAN Number
- 8. GST Registration No.

Signature

Encl.: - (1) one cancelled cheque leaf

(2) Copy of PAN card

(3) GST registration Certificate

<u>UNPRICE BID (PART-B)</u> (NOT TO BE FILLED AND SUBMITTED)

SI No	Description	Qty	Rtae (Rs.)	Total Amount (Rs.)
1	Design, Supply, Installation, Testing and Commissioning (SITC) of 15 Kg. Organic Waste Converter (OWC) at Bank's SBILD (Gandhinagar- and Bhavnagar) and Administrative Office, Surat including one year defect liability period.	03	(113.)	(115.)
2	Charges for Comprehensive Annual Maintenance contract (CAMC) after DLP of one year			
i	2 nd year	03		
ii	3 rd year	03		
iii	4 th year	03		
iv	5 th year	03		
٧	6 th year	03		
	Total			
	Total amount in figures			

(GST Extra)

(Note: Reverse auction will be conducted on total amount)

(Signature of the authorized person with company/firm stamp)

Date: