

NIT NO	NLG/DG/02
DATE	06.05.2022



# STATE BANK OF INDIA

TENDER DOCUMENT FOR

INVITES TENDERS

FROM

GENERATOR SUPPLERS FOR PROVIDING 100KVA DG SET (BRAND  
NEW) ON HIRING BASIS FOR SBI **RP ROAD** BRANCH, **NALGONDA**

THROUGH E-TENDERING PROCESS

Last date of submission is **23.05.2022**

The Regional Manager,  
State Bank of India,  
Regional business office,  
Nalgonda,  
Nalgonda.

## NOTICE INVITING TENDER (NIT)

**SBI RBO, Nalgonda** invites Online tenders for the following work in TWO BID SYSTEM from the Contractors / firms in the field of Hiring Generator sets and having experience in similar works only need to apply

1.	Name of the Work	Hiring Of 100 KVA DG Sets (BRAND NEW) Without AMF Panel ( <b>24X7 Manual operation</b> ) (all days including Sundays & Holidays) for SBI RP Road Branch, Nalgonda.					
2.	Scope of Work	As per General Conditions of Contract					
3.	Time for Completion of work	<b>30 DAYS</b> from the date of PO					
4.	Period of Hiring	<b>3 years (extensible by another 3 years)</b>					
5.	Eligibility of the contractor	<p>1. Contractors/Firms with the following experience in the last 7 years reckoned from the date of this tender notice. Experience of completed <b>similar</b> work for a capacity of</p> <table border="1" style="width: 100%;"> <tr> <td>One similar completed rental services of DG set of minimum <b>82.5KVA</b> and above capacity.</td> </tr> <tr> <td style="text-align: center;"><b>(or)</b></td> </tr> <tr> <td>Two similar completed rental services of DG Sets minimum of <b>50KVA</b> and above capacity.</td> </tr> <tr> <td style="text-align: center;"><b>(or)</b></td> </tr> <tr> <td>Three similar completed rental services of DG set minimum of <b>40KVA</b> and above capacity.</td> </tr> </table> <p>– The <b>similar work</b> means providing DG sets on Hire basis at State / Central Government Departments / PSUs / Banks / Insurance Companies / Pharma Companies / MNCs / IT firms. The minimum hiring period should be one year for each client. <b>Experience certificate/satisfactory certificate from the client submitted as proof.</b></p> <p>2. The bidder should have average turnover of <b>2 Lakhs</b> or above exclusively from the DG set business and services, during last three financial years.</p> <p>3. Bidder should have office/service center in the state of Telangana preferably at the District/Town where the Site is located. Proof to be submitted from the Bidder.</p> <p>4. The bidder should have a valid digital signature to participate in the online tendering process</p>	One similar completed rental services of DG set of minimum <b>82.5KVA</b> and above capacity.	<b>(or)</b>	Two similar completed rental services of DG Sets minimum of <b>50KVA</b> and above capacity.	<b>(or)</b>	Three similar completed rental services of DG set minimum of <b>40KVA</b> and above capacity.
One similar completed rental services of DG set of minimum <b>82.5KVA</b> and above capacity.							
<b>(or)</b>							
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<b>(or)</b>							
Three similar completed rental services of DG set minimum of <b>40KVA</b> and above capacity.							
6.	Earnest Money Deposit (EMD)	<b>Rs.18,000/-</b> all Drafts/BCs shall be in favour of " <b>Regional Manager, RBO Nalgonda</b> Payable at Nalgonda. <b>Note:</b> 1. EMD is exempted against submission of valid NSIC/MSME certificate under respective category.					
7.	Address for submission of EMD and opening of tenders :	Original EMD should be submitted (before due date) <b>physically</b> at the office of The Regional Manager, SBI RBO Nalgonda, RP Road Branch 1 <sup>st</sup> Floor, Near Clock Tower, Nalgonda, Telangana-508001. Contact: 9490252678.					

		Technical Bid of those firms / contractors who do not submit EMD shall be rejected.
8.	Tender documents available for download from the websites:	1) <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> under "SBI in the News" link "procurement news" 2) <a href="https://etender.sbi">https://etender.sbi</a>
9.	Availability for download from the above web site	<b>From 09.05.2022 to 23.05.2022</b>
10.	Last date and time for submission of online e-tender at <a href="https://etender.sbi">https://etender.sbi</a>	<b>23.05.2022 by 3.00 P.M.</b>
11.	Date and Time of opening of e-Tenders:	<b>23.05.2022 at 3.10 P.M.(IST).</b>
12.	Payment terms	i) No advance payment. ii) Post monthly payment
13.	Total Security Deposit	3 months rental value which will be retained till the completion of the contract period
14.	Liquidated Damages for delay in work	If the work is delayed beyond the scheduled completion date, then 0.50% of the total value of the contract per week of delay will be deducted from the final bill value subject to max 5% of the value of work
15.	Validity of tender	90 days.
16.	Tax Deduction	As applicable
17.	Hire charges quoted by bidder	1. The Hire charges quoted shall include costs of all materials, loading, unloading, transport charges, wastage, all type of Insurance Charges, overheads, profit, statutory expenses, incidental charges, operator charges, night duty allowances, Overtime charges etc. and all related expenses to complete the successful installation and operation of the DG set. 2. Additional claims other than the quoted amount will not be entertained. 3. The quoted rates shall be firm throughout the completion of the contract period
18.	<b>Check list of documents to be uploaded</b>	1. Scanned copy of DD/BC of EMD 2. Bidders are required to upload the NIT in PDF as uploaded by Bank. This will satisfy digital signing of the terms and condition of the tender by the bidder. 4. Scanned copy of the Details of the Bidder – Duly filled in and signed in all the pages. 5. Scanned copy of the Experience certificate satisfying the eligibility criteria.
19.	For any queries or support in connection with the online tendering process, please contact our E-procurement solutions agency	e-Procurement technologies Limited, Ahmedabad. Primary Contact: Primary Contact:- 079-68136809/6815/6824/+91-9879996111 allocation@eptl.in Landline No. : 079 6813 6820, 6850, 6857, 6848 Official Mobile No. : 9081000427
20.	The tender will be summarily rejecte the Bidder	1. Failed to submit the original EMD at SBI office before due date. 2. Failed to upload Entire tender document, which is downloaded from the website as a proof of accepting

the terms and conditions

3. Failed to upload the Scan copy of required documents as mentioned in the documents to be uploaded.
4. Partly or fully Modifies, alters or corrects the tender document uploaded by Bank.

21. SBI reserves the right to accept or reject any or all bids without assigning any reasons thereof, even a opening of the bids.

**The Regional Manager,  
RBO Nalgonda,  
Nalgonda**

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## GENERAL CONDITIONS OF CONTRACT

### INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

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

- i. **“The Employer/Bank”** ‘means the State Bank of India (including branches and other offices) and any of its employees representative authorized on their behalf.
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this tender.
- iii. **“Bid”** means the written reply or submission of response to this Tender.
- iv. **“The Contract”** means the agreement entered into between the Bank and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Vendor/Contractor”** is the successful Bidder to whom the work has been awarded
- vi. **“The Contract Price”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **“The Equipment/Product”** means all the component which the Vendor is required to supply to the Bank under the Contract.
- viii. **“The Works/Project”** shall mean the works to be executed or done under this contract.
- ix. **“The Project Site”** means location where the DG set is to be provided.
- x. **“The BOQ”** shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

### 1.0 SCOPE OF WORK

- 1.1 Providing the DG set as specified in this tender
- 1.2 Operate the DG set as per Bank’s requirements, **The L1 vendor has to proved the operating the DG set and top up of fuel in the DG set.**
- 1.3 Supply and top up the fuel in the DG set
- 1.4 Maintain the DG set as per OEM recommendation and ensure minimum breakdowns
- 1.5 **If the site condition requires, suitable size bed for the DG set provision, the same shall be provided by the Contractor within the scope of this contract at his cost and responsibility.**
- 1.6 **Suitable size cable from the Changeover switch to the DG set, cable terminations, Neutral Earthing, Body earthing and their connections etc as required are also within the scope of the contract and no separate payment will be made for the same.**
- 1.8 **Wherever required, NOC for installation and operating the DG set shall be obtained from the respective regulatory authority as per local requirements.**

### 2.0 SITE AND ITS LOCATION

The proposed work is to be carried out at the site whose address is given in the NIT.

### **3.0 BID DOCUMENTS**

3.1 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,

- NIT
- General Conditions of Contract
- Price Bid

3.2 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
- General Conditions of Contract
- NIT

3.3 Complete set of Bid documents can be downloaded from the Bank's website <http://www.sbi.co.in> under "SBI in the News" link "procurement news" and also at our e-procurement agency's portal <https://etender.sbi> during the period mentioned in the NIT.

### **4.0 BID PREPARATION:**

4.1 The Bidder must visit the site and inspect and obtain himself on his own responsibility and his own expenses all information such as

- i) availability of space for the proposed DG set
- ii) concrete bed
- iii) weather proof shed or closed space
- iv) Change over provision
- v) availability of cable from the DG set to the Change over switch
- vi) earth pits & earth connections
- vii) safe storage space for the Fuel
- viii) local authorities permission for installation and operation of the DG set

4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Hire charges quoted shall include provision of the above items complete as required for the satisfactory installation and operation of the DG set. 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 regardless of the conduct or outcome of the bidding process.

### **5.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM:**

5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT within the date/time mentioned.

5.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website and e-tender portal as a corrigendum /Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

5.3. SBI reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.

5.4. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

5.5. Queries received after the scheduled date and time will not be responded / acted upon.

#### **6.0 EARNEST MONEY DEPOSIT (EMD):**

6.1 The Bidder shall submit, as part of its Bid, an EMD as stipulated in the form of Demand Draft or Banker's Cheque in favour of "The Regional Manager, RBO Nalgonda" drawn on any Bank in India

6.2 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.**

6.3 No interest will be paid on the EMD.

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

6.5 EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by Bank after the DG set is commissioned and operations commenced at the branch.

6.6 The EMD shall stand absolutely forfeited :-

a. If the finally selected bidder revokes his bid at any time during the period when he is required to keep his Bid open for acceptance by the Bank.

(or)

b. After the bid is accepted by the Bank, the vendor fails to enter into a formal agreement with the Bank.

(or)

c. The bidder fails to provide the DG set as stipulated.

6.7 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD and the bidder has to get it revalidated and submit again.

#### **7.0 BID SUBMISSION**

7.1 Only those bidders satisfying the eligibility criteria given in this tender need to submit online through the website <https://etender.sbi> before the deadline.

7.2 The bidders submission of their bids online with their valid digital certificate, confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender will not be accepted.

7.3 The bidder shall submit the documents enlisted in the checklist in the NIT in the softcopy format. ie scanned copy of the documents either in PDF or JPEG format as required.

7.4 The documents submitted online in the **Technical Bid should NOT contain any price information.** Such Bid, if received, will be rejected.

7.5 The hire charges per month (without GST) should be quoted **online** in the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is **unconditional** and the bidder qualifies as per eligibility criteria. The diesel will be provided by the L1 Vendor and same will be reimbursed by the Bank.

7.6 No claim for submission of offline bids will be entertained. Such bids will not be considered.

#### **8.0 RATES QUOTED BY BIDDER**

8.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for installation and Operation of the DG set as provided covering all his obligations under the contract and all matters necessary.

8.2 The Hire charges quoted shall be firm and shall include costs of all materials, loading, unloading, transport charges, wastage, levies, Octroi(if applicable), local body taxes(if applicable), all type of Insurance Charges, overheads, profit, statutory expenses, incidental charges, operator charges, night duty allowances, Overtime charges etc. and all related expenses to complete the successful installation and operation of the DG set (24X7 Days).

8.3 No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

8.4 The GST shall be paid extra as applicable.

8.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

8.6 Any request for review of the price bid after the opening will not be entertained.

#### **9.0 OPENING AND EVALUATION OF BIDS**

9.1 The online Bids will be opened at the office of the Regional Manager, RBO Nalgonda, at Nalgonda. Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.

9.2 In the two bid system, the technical bids will be opened at the scheduled time mentioned in the NIT. In case, if the date of opening is declared as nonworking day or Holiday, the bids will be opened on the next working day. The price bid of the qualified vendors will be opened on a subsequent date which will be intimated to the bidders.

#### **10.0 BID EVALUATION:**

10.1 Bank will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations or conditions and are generally in order.

10.2 All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the bid.

10.3 During evaluation of bids, the SBI 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.

10.4 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

10.5 Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.



## **11.0 VALIDITY OF BID**

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

Bank reserves the right to order additional DG sets at the same rate and terms and conditions, for other branches as per the need within the validity of this tender.

## **12.0 CONTACTING THE BANK:**

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

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

## **13.0 SBI's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

13.1 SBI 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 award of the contract, 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 SBI's action.

13.2 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons.

## **14.0 SIGNING OF CONTRACT DOCUMENTS**

The successful Bidder shall be bound to execute the Agreement within 7 days from the receipt of intimation of acceptance of his Bid by SBI. 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 tendering process shall be borne by the successful bidder.

## **15.0 DG SET INSTALLATION**

15.1 The contractor shall install the DG set as per the OEM's standard specification and follow all safety precautions while installing and operating the DG set to ensure safe operations and safety of the Bank's property. Owner / Contractor of the Diesel Generator set has to bear the installation / transportation charges of Diesel Generator set including DG set foundation, cables, termination, earthing etc

15.2 The contractor has to provide required length of suitable size cable as per ISI standards from the DG set terminals to the Change over switch in the branch. The cable termination shall also be provided.

15.3 The contractor shall provide dedicated earthing and connections for the DG set conforming to the relevant I.S Standards. The existing earth pits in the branch should not be used for DG set earthing.

15.4 No extra payment for any of these items will be made and shall be a part of this contract.

15.5 Any damage (during the installation of DG set) to any part of the premises due to neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

15.6 The SBI shall have power to order the removal of any materials which are not in accordance with specification or instructions, the substitution or proper re-execution of any

work. In case the contractor refuses to comply with the order the Bank shall have the power to employ and pay other agencies to carry out the work and recover the cost incurred from any money due to or that may become due to the contractor.

15.7 The Contractor/owner of the Diesel Generator set has to arrange at their own cost all necessary approval from the State/ Central Government / PCB or any other Statutory body including environmental clearance, if required, for installation and running of Diesel Generator set at respective sites.

#### **16.0 DG SET OPERATION & MAINTENANCE**

16.1 All necessary tools like clamp meter, drilling machines and pliers and other essential tools for effective maintenance of the Diesel Generator equipment shall be provided by the contractor.

16.2 Contractor shall arrange for comprehensive maintenance of their Diesel Generator set as prescribed by the supplier for reducing the breakdowns to the minimum and for uninterrupted operation of Diesel Generator set.

16.3 All the maintenance expenses including replacement of spares for the Diesel Generator set along with periodic replacement of lube oil shall be borne by the contractor.

16.4 The Contractor shall be responsible for proper maintenance of Registers, log books etc. as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under.

16.5 Operating time of Diesel Generator set shall be generally from all working days (24X7). If required, by Bank, they have to work on the Bank Holidays. No additional rent or operator charges will be paid for operation on any holidays and weekends or as and when the Bank requires for special occasions and emergency situations.

16.6 Wherever manual operation is required, qualified operator(s) shall be provided by the contractor including on Sundays and holidays (24X7 days).

16.7 Self start Battery condition shall be well maintained for trouble free operation.

#### **17.0 PERIOD OF CONTRACT**

17.1 The initial period of contract is for 3 years period and renewable for further period of maximum 3 years, subject to satisfactory services.

17.2 However, Bank reserves the right to review the services after the end of every year and extend the services for the subsequent year subject to satisfactory performance during the preceding year.

#### **18.0 PAYMENT TERMS**

18.1 Advance payment will not be paid.

18.2 Monthly Hire charges as per the contract amount shall be paid at the end of the month subject to deduction of TDS as applicable.

18.3 **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

18.4 Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch / user department. Bidder should furnish details of the bank a/c no, IFSC code along with their invoices.

18.5 The contractor shall arrange for diesel and the cost will be reimbursed to them along with the transportation charges on an actual basis on production of receipt / Bill duly certified by the Officer in Charge.

**19.0 GST:**

19.1 Contractor should have GST Registration Number. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.

19.2 Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted.

19.3 Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision

19.4 In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment

19.5 Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor

19.6 The GST Number of State Bank of India for Telangana State -36AAACS8577K1ZQ

**20.0 SECURITY DEPOSIT**

20.1 **3 months rental value** shall be kept as retention money (Performance Guarantee) during the contract period, which will be forfeited in case of poor performance or non performance. Any of the deliverables not being delivered for more than 2 days in a quarter would mean "poor performance". The Contractor shall submit the Security Deposit along with the Agreement.

20.2 The total security deposit amount shall be refunded without interest to the contractor 15 days after the expiry of the contract period, provided he has satisfactorily removed all his equipment and debris and attended to rectification of any damages to the flooring, wall in the DG location or the Changeover switch, cables etc, which was caused during dismantling or during the course of the contract.

20.3 In case of failure on the part to do so, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

**21.0 PENALTY CLAUSE**

21.1 The successful bidder shall install the DG set and operate within the stipulated period in the NIT. If the work is delayed beyond the stipulated period for reasons attributable to the bidder, SBI shall penalize them a penalty @ 0.5% per week for every week of delay or part thereof beyond the scheduled date of completion, in any case, not exceeding 5% of the contract value or the completed value of work, which shall be deducted from the Hire charges or Security deposit.

21.2 All care shall be taken so that the downtime of DG Set is kept minimum. During the currency of the Contract, Maximum permissible frequency of failures in a month:

(a) Once for approximately one hour

(b) Four times for approximately half hour

The breakdowns shall be rectified immediately and the DG operations ensured to avoid disruption of Branch operations.

21.3 In case of major break downs, standby arrangement shall be made within 24 hours from the time of breakdown. In case of poor performance/ non performance of DG set taken on hire, the penalty (twice hiring charges) per day may be deducted from the hiring charges for the month.

21.4. If operator is absent and no alternative arrangement is made, then proportionate hire charge will be deducted from the monthly bill.

## **22.0 STORAGE OF FUEL:**

22.1 Owner / Contractor of Diesel Generator set has to keep the diesel in safe custody under proper care at the site and has to ensure the safety of the location Necessary record to be maintained by the Contractor at the branch for inspection by the Bank.

22.2 The contractor will be held responsible for mishandling of Fuel and non adherence to safety protocols and all damages on account of the same shall be recovered from him.

22.3 Owner / Contractor of the Diesel Generator set has to maintain a log book at the site to record the following :

- i) Hour meter reading.
- ii) Time for which the generator was operational (generator off and on timings).
- iii) No. of Units Generated through DG Set
- iv) Consumption of diesel.

The log book shall be submitted as and when called upon by the Officer-in charge.

22.4 The contractor shall not store other flammable materials and debris near the DG set location. The contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained.

## **23. CONTRACTOR'S EMPLOYEES**

23.1 The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases. The operator shall be well mannered and properly dressed with shoes etc. The operator shall not over stay in the Bank premises or in the odd hours or holidays unless or otherwise required by the Branch for specific reasons like maintenance etc.

23.2 The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises. Bank is not responsible for any damages or claims on account of the misbehavior / misdeeds of his employees.

23.3 No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

23.4 Contractor should not engage child labour in any of the activities in this contract. The contractor should fulfill the labour regulation guidelines stipulated by the State/Central Governments

23.5 The contractor shall not employ person who is not an Indian National.

23.6 Any person supplied by the contractor to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

23.7 The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or

incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

23.8 In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

23.9 The contractor shall provide necessary training on warning signals and other safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

23.10 The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The operator is responsible for compliance of all the rules & safety regulations etc. Minimum wages as prescribed by the Labour Act shall be payable to the operator(s) by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

#### **24.0 COMPLIANCE OF STATUTORY REGULATIONS**

24.1 As per the prevailing guidelines of the State/ Central Govt. (e.g. Pollution Control Board, Electrical Inspector and Power Distribution Company etc) the permission for installations of DG sets should be obtained and kept with the Bank. The statutory fees shall be paid by the Bank but the arrangement and liaisoning with the concerned Govt. Departments shall be under the scope of the Contractor. Wherever applicable, the Electricity tax for Generation of Energy based on number of Units Generated, should be paid to the Concerned Energy Deptt. / Electrical Inspectorate, Electrical safety Deptt..

24.2 The approval / clearance for installation of DG Set from Central Pollution Control Board/ State Pollution Control Board / Local Bodies/ State Electricity Board/ other Licensing Authorities as required will be obtained by the supplier/ contractor. The Diesel Generator installation is generally governed by the following regulations:

- a) Indian Electricity Rules 1910
- b) Local Regulations
- c) Pollution control rules (State /Union Govt. Rules)
- d) Electricity board (State / Union Govt. Rules)

24.3 The Contractor shall be responsible for preparation of all applications, submission of applications, follow-up, inspection and obtaining & delivering NOC from various authorities concerned. The payment of demand notices of the various statutory bodies shall be made by the Bank. The original payment receipt shall be logged with Bank.

24.4 Bank will only affix signatures and furnish fees to be paid for local authorities inspection, etc. It must be clearly understood that the installation will not be taken over by Bank even after commissioning unless approval/ clearance from concerned authorities are furnished.

24.5 The Contractor shall comply with all the applicable labour laws, rules and regulations relating to P.F. Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act,

Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per Income Tax Act, applicable from time to time. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

24.6 The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

## **25.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC**

25.1 The contractor shall obtain insurance policy towards meeting the liability of compensation arising out of death / injury / disablement of workmen at work, the value of the DG set, accessories, damage to property, third party claims etc on "All Risks" basis, valid until the Completion of the contract period and submit the copy of the same to the branch.

25.2 Should any loss or damage occur, the contractor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

25.3 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

25.4 The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

25.5 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

## **26.0 TERMINATION OF CONTRACT**

26.1 Bank reserves the right to terminate the contract without mentioning the reason there for, by serving a notice of one month.

26.2 The contractor if decides to terminate the contract may do so by serving a notice of 3 months, to allow the Bank to identify a suitable agency to continue the services.

26.3 Bank shall terminate the contract if the contractor being a company getting liquidated or being a firm getting dissolved or being an individual adjudicated insolvent.

26.4 On completion of the contract or if the contract is terminated by either of the parties, the contractor shall remove his DG set and accessories and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer

## **27.0 SUBCONTRACTING**

27.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part,

share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

**28.0 FORCE MAJEURE**

28.1 Notwithstanding the provisions of General terms and conditions of the Contract, the Contractor 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.

28.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

28.3 If a Force Majeure situation arises, the Contractor 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.

**29.0 DISPUTES:**

29.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably.

**30. Governing Language:**

All communication with respect to the Bid, clarifications, replies, contract documents etc shall be in English.

**READ, UNDERSTOOD AND ACCEPTED**

\*\*\*\*\*

**UNDERTAKING TO BE SUBMITTED BY THE TENDERER**

(To be filled by the tenderer)

**The Regional Manager,  
State bank of India,**

.....  
.....  
.....

Dear Sir/s,

**Ref: TENDER FOR** \_\_\_\_\_

I/We have examined the above tender and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by Bank and 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 and offer to undertake Contract as detailed in this tender by submitting my/our online bids in the Bank's e-tender portal.

2. While submitting this Bid, I / We certify that:

i) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.

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

iii) The rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. We agree to abide by all the Bid terms and conditions, contents of Agreement and the rates quoted in the bid, which shall remain binding upon us.

4. 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.

5. 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.

6. 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, Bank will have the right to disqualify us from the Bid.

7. 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.

8. We hereby undertake that our name does not appear in any "**Caution**" list of RBI / IBA or any other regulatory body.

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



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

11. We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract in SBI premises.

12. We hereby confirm that all the materials/components/spare parts/equipment etc. to be supplied / used as a part of this contract shall be original / new materials / components / parts / equipment only, from respective OEMs of the products and that no refurbished / duplicate / second hand materials/components /parts/ equipment shall be supplied or shall be used.

13. For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the SBI as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

Yours Faithfully,

**Contractor's Signature** \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\*\*\*\*\*

## FORM OF AGREEMENT

ARTICLES of AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ year 2022 between \_\_\_\_\_ (Hereinafter referred to as the “Employer/Bank” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out \_\_\_\_\_ and shall herein after referred to as “Project”.

AND WHEREAS for the purpose of the above said project, the Employer invited ONLINE E-tenders from experienced, resourceful and bonafide contractors through SBI, Hyderabad vide its Notice Inviting Tender (No. \_\_\_\_\_ dated. \_\_\_\_\_).

WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes of materials, Form of Submission of tender, Technical Specifications etc. for the above said project, (Hereinafter collectively referred to as the “said conditions”), digitally signed as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer through SBI has accordingly issued the work order (No. \_\_\_\_\_ dated. \_\_\_\_\_) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ and has also deposited with the Employer a sum of Rs. \_\_\_\_\_ which with the Earnest Money of Rs. \_\_\_\_\_ forms the requisite Security Deposit @2 % of the accepted Tender Value of Rs. \_\_\_\_\_.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents

The following documents shall constitute the Contract Documents.

I. This Article of Agreement.

II. Tender Document submitted by the Contractor including the “said conditions”, N.I.T and Schedule of quantities.

III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.

IV. Work order No. \_\_\_\_\_ dt. \_\_\_\_\_

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the nature

of the work and addition to or omitting any items of work or of having portions of same carried out through another agency or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned above, the "said conditions" shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Hyderabad thereto. The decision of the arbitration shall be final and binding on both the parties.

6) The Vendor / Contractor shall promptly notify SBI of any changes in the constitution of their firm. It shall be open to SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

7) The Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Contractor. The Contractor agrees to make good the loss suffered by the Bank.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of

Shri. \_\_\_\_\_ its duly authorized official, In the presence of –

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of the Contractor \_\_\_\_\_ by

Shri \_\_\_\_\_ his duly authorized representative, in the presence of

1. (Name and Address)

2. (Name and Address)

## **TECHNICAL SPECIFICATION FOR SILENT DIESEL GENERATOR SET**

### **(a) DIESEL ENGINE:**

- (i) Make: Kirloskar/ Cummins /Greaves / Mahindra / Ashok Leyland/ Mahindra/Eicher
- (ii) Multi Cylinders, water Cooled, 1500 RPM, Diesel engine

### **(b) Alternator specification:**

- (i) Make: Stamford/Kirloskar/ Kirloskar Electric/Crompton Greaves.
- (ii) Capacity:7.5/10/15/ 20/25/ 30 KVA at 0.85 PF, 230 Volts, Single Phase, 50 Hz.  
30/ 35/ 40/ 50/ 62.5/75/ 82.5/100/125/250/500KVA at 0.85PF415 Volts, 3 Phases, 4 wires, 50 Hz  
(Single phase DG set up to 25 KVA depending on site conditions, may be hired)
- (iii) The regulation from no-load to full load shall not exceed 2.0 %.
- (iv) The alternator shall be of brush less type design, self excited of robust construction. The alternator shall be suitable for continuous rating with ambient temperatures of 40 degrees centigrade. The voltage control shall be through automatic voltage regulator unit (AVR). The AVR unit shall de-excite the alternator in case of short circuit.
- (v) It shall withstand 10% overload for one hour every 12 hour duration on operation.
- (vi) The alternator shall confirm drip proof constructions per IS: 4722 (At least IP 23).

### **(C) SOUND PROOF ENCLOSURE:**

- (i) Noise Level permitted: Wherever acoustic insulation is provided 75 db at 1.0 meter from DG set under free field condition meeting CPCB norms.
- (ii) Shall be factory fabricated specially with superior quality acoustic insulation so as to achieve the permissible noise level within the prescribed norms of state/ Central Pollution Control Board.
- (iii) The container shall be weather proof housing the D.G. Set, fuel tank. Fresh air will enter from the alternator end. Blowers of adequate capacity will be provided, if necessary, to provide sufficient air for cooling & ensure operating temperature is within prescribed limits specified by engine manufactures.
- (iv) Hinged / Sliding door will be provided on either side. Sufficient maintenance access shall be provided in the design of the acoustic enclosure.

(d) **AGE OF DIESEL GENERATOR SET:** Age of Diesel Generator set at the time of hiring should be **brand new**. Original purchase Invoice/Excise gate pass etc., shall be submitted as a proof.

(e) The diesel engine shall be robust heavy duty construction. It shall deliver the required BHP at the shaft of the coupled alternator to deliver the rated output of required KVA. The speed Governor shall be mechanical auto controlled, adjusting automatically to the desired load conditions.

(f) The Engine shall be fitted with all standard accessories as detailed above. It shall be possible to start the engine from the AMF Panel & locally.

(g) The operation of the DG set shall be on Automatically on Mains Failure with a pre-set time(if required). The Engine will be shut down automatically on resumption of mains power with a pre-set time delay through AMF Panel.

(h) The DG set shall be mounted on wheels or foundation as required.

### **AUTOMATIC MAINS FAILURE PANEL (WHEREVER REQUIRED):**

(i) AMF control panel for auto starting of the DG set shall be fabricated from the MS sheet steel 14 gauge and shall be of compartmental design. The main supporting framework shall be of angle iron or of heavier gauge sheet metal. The panel shall be self-supporting design, dust and vermin proof, dead front and fully interlocked with isolating switches. The panel mounted switches shall have defeat interlocks for testing and inspection.

(ii) The panel shall be designed so as to facilitate inspection, cleaning and repairs. The clearance between phase to phase and phase to earth or metal parts shall be as per relevant IS standards. The metering instruments like volt meter, ammeter, etc. shall be flush mounted and shall be of 1.0 class accuracy and of standard design size shall be 96 mm x 96. All indication lamps shall be of neon type / digital. The Panel shall be tested at site before commissioning.

(iii) All wiring inside the panel shall be done with copper conductors / cables/solid copper links. All the hinge doors shall be earthed. Adequate ventilation for the panel shall be provided. Logic diagram of operation of switches shall be painted on the panel. The name plates for each feeder shall be of engraved design and pasted to the respective switch gear.

- a) Type : Cubical, front operated with detachable cable gland plates at top and bottom.
- b) Enclosure : 14G CRCA suitably rust inhibited with powder coated with 7 tank treatment process and provided with square section rubber gaskets IP52 enclosure.
- c) Mounting : Floor /Wall mounted with supporting legs or blank panel.
- d) Circuit breakers : Double Breaker for DG set and Mains isolation.
- e) Instrument panel : AC Voltmeter (0-600V) Voltmeter Selector switch, fitted with AC-Ammeter of suitable range, Ammeter selector switch, KWH Meter, Frequency Meter. Running Hour Meter

(iv) Indicating lamps - for Load on Mains, Load on Generator, Set fails to start, Low Lubricating oil Pressure, High water temperature / High water temperature.

(v) Sets of Push Buttons - for Generator start / stop, Emergency trip, Auto Hooter, Auto / Manual /Test / Selector switch, Generator ON / OFF – Manually, Mains On / OFF - Manually

(vi) Battery charger static - comprising of Transformer Rectifier Trickle / Boost auto, DC Ammeter, Mains Voltage Monitor, AMF Logic with three attempt starting facility

(vii) Protection - Over Voltage, under voltage, over load, Short circuit, over speed.

(viii) The operation of the AMF panel shall be as follows:

In the event of mains failure or failure of any one phase of incoming mains voltage / frequency beyond the specified limits, signal will be given to start the generator set after a pre-set time. On firing of DG Set and built up of voltage which if within the specified limits of voltage & frequency, the output breaker / contractor shall be energized and power connected. Thus the AMF panel shall continuously monitor the quality of the incoming power and outgoing power of DG Set.

Once the Mains power resumes/ stabilized within the set limits, the AMF panel shall trip the DG Set after disconnection of the DG output with the present time.

The AMF panel shall have facility to operate the set under test, Auto, Manual mode.

Note:- A bypass switch for AMF panel should also be provided so it can be used in case of malfunction of AMF panel.

**PRICE BID**

**SUPPLY OF BRAND NEW 100 KVA DG SET WITHOUT AMF PANEL FOR SBI RP ROAD BRANCH, NALGONDA**

We have read the tender terms and conditions, understood and agreeable for the same. Our competitive offer as follows:

SI	Description	Amount
1.	Hiring charges for brand new 100KVA DIESEL GENERATOR set without AMF panel. <b><u>The cost shall be Inclusive of operating the DG set Round the clock including holidays, maintenance of Dg set, all other applicable taxes and statutory permissions for running of DG set.</u></b> <b>The GST will paid extra</b> <b>The Diesel charges will be reimbursed by the Bank as per the actual.</b>	Rs..... /- (Rupees..... only )

**Note:** 1) Applicable GST will be paid by the SBI.

2) Submit the proof of invoice of the DG set which is to be installed at proposed site.

3) The contractor shall arrange for diesel and the cost will be reimbursed to them along with the transportation charges on an actual basis on production of receipt / Bill duly certified by the Officer in Charge.

We understand that the SBI reserves the right to accept or reject all the tender or either of the options without assigning any reasons thereof.

The above charges are inclusive of

- Insurance cover of men and machine
- Cost of lube oil
- Comprehensive maintenance of generator in all aspects
- Labour charges
- DG set transportation, installation , testing and commissioning charges
- Charges for providing suitable Diesel Generator Set bed if required.
- Earthing for DG set if required.

I / We have agreed to your terms and conditions with my/our own will and consent.