

<b>NIT No</b>	<b>SBI/BAO/2024-25/01/004</b>
<b>Date</b>	<b>02.01.2025</b>



**ADMIN OFFICE BHAVNAGAR  
INVITES  
TENDER ON BEHALF  
OF  
STATE BANK OF INDIA.  
FOR**

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HIRING OF BRAND NEW 250 KVA DG SET WITH OPERATOR  
(WITH OUT FUEL) FOR OPERATION OF ROUND THE CLOCK  
OPERATION AT ADMINISTRATIVE OFFICE BHAVNAGAR  
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**THROUGH GEM PORTAL**

The Chief Manager (HR & Admin),  
State Bank of India,  
ADMINISTRATIVE OFFICE BHAVNAGAR,  
Nr. Nilambaug Circle  
Bhavnagar.

## NOTICE INVITING TENDER

SBI invites online tenders through GEM portal 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 Brand new 250 KVA DG set with operator (Without Fuel) for round the clock operation at Administrative Office Bhavnagar
2.	Scope of Work	As per General Conditions of Contract
3.	Time for Completion of work	<b>45 DAYS</b> from the date of PO
4.	Period of Hiring	The initial period of contract is for 3 years period and renewable for further period of maximum 3 year, Subject to satisfactory services.
5.	Eligibility of the contractor	Specified in Eligibility criteria
6.	Earnest Money Deposit (EMD)	<b>Rs.25,000/-</b> all Drafts/BCs shall be in favour of " <b>State Bank of India</b> " Payable at Bhavnagar.
7.	Address for submission of EMD and place of opening of tender	The Chief Manager ( HR & Admin) , State Bank of India,Nr. Nilambaug Circle , ADMINISTRATIVE OFFICE BHAVNAGAR.  Email: <a href="mailto:cmhradm.bao@sbi.co.in">cmhradm.bao@sbi.co.in</a> Contact-7600040013  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="http://gem.gov.in">gem.gov.in</a>
9.	Availability for download from the above web site	<b>From 02.01.2025 to 15.01.2025</b>
10.	Last date and time for submission of technical bid, experience certificate and EMD	<b>15.01.2025 by 11.00 A.M</b>
11.	Last date and time for submission of online e-tender at <a href="#">GEM PORTAL</a>	<b>15.01.2025 by 3.00 P.M.</b>
12.	Date and Time of opening of e-Tenders:	<b>16.01.2025 at 3.10 P.M.(IST).</b>
13.	Payment terms	i) No advance payment. ii) Post monthly payment iii) <u>Rate Revision or Price Escalation in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.</u>
14.	Total Security Deposit	<b>Equivalent to 3 months rental value</b> which will be retained till the completion of contract period.
15.	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 (annual value) per week of delay will be deducted from the final bill value subject to max 5% of the value of contract.

16.	Penalty	Failure to rectify the system within 24 hours shall attract a penalty of Ten (10) days hire charges for every day of failure till the system is made operational. The generator downtime shall be kept to the minimal and in case of major break downs/ unable to rectify the fault standby arrangement shall be made within 24 hours from the time of breakdown.
17.	Validity of tender	90 days.
18.	Tax Deduction	As applicable
19.	Hire charges quoted by bidder	<ol style="list-style-type: none"> <li>1. The Hire charges quoted shall include costs of all materials, lubricants, filters, loading, unloading, transport charges, wastage, all type of Insurance Charges, overheads, profit, statutory expenses, incidental charges, <b>in case of failure of AMF operator charges</b>, night duty allowances, Overtime charges etc. and all related expenses to complete the successful installation and operation of the DG set.</li> <li>2. Additional claims other than the quoted amount will not be entertained.</li> <li>3. The quoted rates shall be firm throughout the completion of the contract period</li> </ol>
20.	<b>Check list of documents to be uploaded in GEM portal</b>	<ol style="list-style-type: none"> <li>1. Scanned copy of DD/BC of EMD.</li> <li>2. Scanned copy of the Experience certificate satisfying the eligibility criteria.</li> <li>3. KYC details of proprietorship including GST registration certificate.</li> </ol>
21.	The tender will be summarily rejected if the Bidder	<ol style="list-style-type: none"> <li>1. Failed to submit the original EMD/exemption certificate at SBI office before due date.</li> <li>2. Failed to upload the Scan copy of required documents as mentioned in the documents to be uploaded.</li> <li>3. Partly or fully Modifies, alters or corrects the tender document uploaded by Bank.</li> </ol>
22.	For clarification and other details	Please contact : <b>Email: <a href="mailto:cmhradm.bao@sbi.co.in">cmhradm.bao@sbi.co.in</a></b> <b>Contact: 7600040013.</b>
23.	Bank reserves the right to accept or reject any or all bids without assigning any reason thereof, even after opening of the financial bids.	

**S/d**  
**Chief Manager (HR & Admin)**

## **ELIGIBILITY CRITERIA**

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

Sr. No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Partnership / Company registered under Companies Act with an experience of minimum 07 years in the field of hiring of DG installations.) as on <b>31.05.2024</b>	-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate. -In case of firms, Copy of the firm registration Certificate and GST Registration. -In case of company, copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates. -In case of Partnership firm, the registered partnership deed to be submitted
2	Three Similar Completed <u>DG set installations</u> on hire basis Each one not less than <b>62.5KVA / 75 KVA</b> Or Two Similar Completed <u>DG set installations on hire basis</u> Each one not less than <b>100 KVA</b> Or one Similar Completed <u>DG set installation</u> on hire basis Each one not less than <b>200 KVA</b> .	Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during the period from <b>01.06.2021 to 31.05.2024</b> 1. Scope of work. 2. Contract value 3. Name of the Site. 4. Date of commencement and completion of the contract 5.Satisfactory Report Note: Copy of agreement is to be enclosed.
	<b>Note:</b> The similar work means Hiring of DG sets or providing DG sets on Hire basis at State / Central Government Departments / PSUs / Banks / Insurance Companies / Pharma Companies / MNCs / IT firms. Experience certificate of only AMC contracts of DG sets will not be considered as similar works	
3	The bidder should have a minimum average annual turnover of <b>₹1,26,000/-</b> for the last three years (as on <b>31-03-2024</b> ). Audited / Certified Balance Sheet (by Chartered Accountant) for the years <b>2021-2022, 2022-23 and 2023-24</b> establishing the turnover criteria should be submitted.	(i) Copies of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant and auditor notes and accounts. (ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc. (iii) Copies of returns submitted to the labour Commissioner.
4	The Bidder should not have incurred loss before Taxes in at least 2 of the last 3 years ending on <b>31<sup>st</sup> March 2024</b> .	
5	The Bidder should have applicable and <b>valid registrations</b> with statutory authorities, viz. Income Tax, Goods & Service Tax, Labour License under	Certified copies of supporting documents to be uploaded. 1.PAN Card 2.GST Registration

	section 12(1) of the Contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organisation (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	3.Labour License if available 4.EPF Registration if available 5.ESI Registration if available
6	<b>Bidder should have an Office at Bhavnagar/ Gujarat.</b>	Address Proof of the firm/office should be submitted.
7	Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India Pan India, Multi-National Corporations or involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorized Signatory only
8	The bidder should have a valid digital signature to participate in the online tendering process	

Copies of the Documentary evidences must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

### **BID EVALUATION**

All the bids received will be screened and shortlisted by the In-house Committee of the SBI based on the eligibility criteria and the details submitted by the bidder and the price bids of only shortlisted bidder will be opened.

We have read and understood the abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor

# **INSTRUCTIONS TO THE TENDERERS**

## **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 SBI 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.

- **SCOPE OF WORK**

Providing the DG set as specified in this tender

Operate the DG set as per Bank's requirements

Maintain the DG set as per OEM recommendation and ensure minimum breakdowns

Wherever Auto Main Failure (AMF) is provided, the contractor to monitor on regular basis, the fuel level, topping if required and provide a operator in case of AMF failure. No additional charges will be paid for the same.

**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.**

**Suitable size cable from the DG set to Bank Panel/COS 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.**

**Wherever required, NOC for installation and operating the DG set shall be obtained from the respective regulatory authority as per local requirements at bidder cost. For which Bank will not pay extra amount.**

Successful bidder has to arrange the service Engineer to our Bank on **quarterly** basis to know the performance of the Generator including Sundays & holidays.

## **2.0 SITE AND ITS LOCATION**

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

## **BID DOCUMENTS**

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

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

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.

**BID PREPARATION:**

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) weatherproof shed or closed space
- iv) AMF panel provision/COS
- v) Length of cable from the DG set to Bank main panel/COS
- vii) safe storage space for the Fuel
- viii) Local authorities permission for installation and operation of the DG set
- ix) Identification of location for laying of new earth pit for Body and neutral

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. 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.

**CLARIFICATION /AMENDMENTS AND CORRIGENDUM:**

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.

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. Bank will not take any responsibility for any such omissions by the Bidder. Bank, 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.

Bank reserves the right to amend, rescind or reissue the tender, at anytime prior to the deadline for submission of Bids.



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.

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

**EARNEST MONEY DEPOSIT (EMD):**

The Bidder shall submit, as part of its Bid, an EMD as stipulated in the form of Demand Draft as specified in the NIT

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.**

No interest will be paid on the EMD.

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

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.

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 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
- 
- a. 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.
  - b. EMD is exempted in case of submission of valid MSE certificate in respective category.

**BID SUBMISSION**

Only those bidders satisfying the eligibility criteria given in this tender need to submit online through GEM PORTAL before the deadline.

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.

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.

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

The hire charges per month (without GST) should be quoted **online in** the Indicative 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.

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

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

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.

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,incase of failure of AMFoperator charges, night duty allowances, Overtime charges etc. and all related expenses to complete the successful installation and operation of the DG set.

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.

The GST shall be paid extra as applicable.

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

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

## **OPENING AND EVALUATION OF BIDS**

The online Bids will be opened at the office as specified in the NIT. Representatives of Bidder may be present during opening of technical Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.

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 non working day or Holiday, the bids will be opened on the next working day.

### **BID EVALUATION:**

SBI 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.

All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected. However, Bank 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, Bank will reject or disqualify the bid.

During evaluation of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

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

Only those Bidders who qualify in Technical evaluation would be shortlisted and the reverse auction will be conducted.

### **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.

## **CONTACTING THE BANK:**

**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.**

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

## **BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to 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 Bank's action.

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

## **DG SET INSTALLATION**

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

The contractor has to provide required length of suitable size cable as per ISI standards from the DG set terminals to Bank AMF/COS panel . The cable termination shall also be provided.

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

No extra payment for any of these items will be made and shall be apart of this contract

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.

The Bank 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.

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.

Installation of the DG set has to be done during holidays only. After completing the work and during execution the premises should be kept neat and clean daily after work. All the debris to be disposed out of Branch/ office premises as and when required / directed by Bank.

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

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.

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.

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

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.

Operating time of Diesel Generator set shall be generally round the clock including Sundays and holidays. 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.

Wherever manual operation is required (applicable for AMF), qualified operator(s) shall be provided by the contractor including on Sundays and holidays.

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

### **PERIOD OF CONTRACT**

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

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.

### **PAYMENT TERMS**

Advance payment will not be paid.

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

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

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.

### **GST:**

**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.**

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.

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

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

The GST Number of State Bank of India for Gujarat State - 24AAACS8577K1ZV.

### **SECURITY DEPOSIT**

**As specified in the NIT** 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 Contract shall submit the Security Deposit along with the Agreement.

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.

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.

### **PENALTY CLAUSE**

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, Bank 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(annual value), which shall be deducted from the Hire charges or Security deposit.

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.

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 (ten days hiring charges) per day may be deducted from the hiring charges for the month.

### **STORAGE OF FUEL:**

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.

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.

Owner / Contractor of the Diesel Generator set has to maintain a logbook 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
- iii) Consumption of diesel.

- iv) Load details (Power, Volatrage ,Current in all phases)

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

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**

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.

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.

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.

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



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

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.

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.

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.

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.

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.

### **COMPLIANCE OF STATUTORY REGULATIONS**

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..

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)
- e) all prevailing labour laws inclusive of contract Labour (Regulation and Abolition Act of 1971) and other safety regulations

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.

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.

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.

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.

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

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.

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.

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.

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

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.

## **TERMINATION OF CONTRACT**

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

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.

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.

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

## **SUBCONTRACTING**

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

### **FORCE MAJEURE**

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.

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.

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.

### **DISPUTES:**

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.

## GENERAL TERMS AND CONDITIONS FOR DG SET HIRING:

1. Operating time of Diesel Generator set is 24 hours including Sundays & holidays. qualified operator(s) shall be provided by the contractor including on Sundays and holidays to operate round the clock operation with his cost. No additional rent charges will be paid for operation on any holidays and weekends
2. Operation also includes providing , transpiration and topping of fuel, changeover operations etc., , the contractor to monitor on regular basis, the fuel level, topping if required. No additional charges will be paid for the same.
3. 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 shall indemnify the Bank.
4. The Contractor will 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.
5. The Contractor shall be responsible for proper maintenance of Registers, logbooks etc. as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under.
6. 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.
7. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases. The Insurance for the workmen shall be arranged

- by the contractor and ensure that the operator shall be well mannered and properly dressed with shoes etc.
8. The Contractor shall obtain adequate insurance policy / policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc.
  9. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty etc. for agreement and/or any other documents/agreements, which are required to be executed.
  10. All necessary tools like clamp meter, drilling machines and pliers and other essential tools for effective maintenance of the Diesel Generator equipments shall be provided by the contractor.
  11. 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.
  12. All the maintenance expenses including replacement of spares for the Diesel Generator set along with periodic replacement of lube oil, filters shall be borne by the contractor.
  13. The Contractor /owner of the Diesel Generator set has to arrange at their own cost all necessary approval from CEA, CPCB and state Electricity Board / state PCB or any other Statutory body including environmental clearance, if required, for installation and running of Diesel Generator set at respective sites.
  14. 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.
  15. Owner / Contractor of the Diesel Generator set has to bear the installation / transportation charges of Diesel Generator set.
  16. Owner / Contractor of the Diesel Generator set has to maintain a logbook at the site to record the following:
    - a) Hour meter reading.
    - b) Time for which the generator was operational (generator off and on timings).
    - c) No. of Units Generated through DG Set
    - d) Consumption of diesel.

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

17. The generator downtime shall be kept to 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:  
Once for approximately one hour  
Four times for approximately half hour

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.

18. Retention money as per NIT (Performance Guaranty) 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".
19. The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises.
20. Self-start Battery condition shall be well maintained for trouble free operation.
21. 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. The contractor shall provide necessary barriers, 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 insurance including third party insurance as may be necessary to cover the risk.
22. 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.

**23. LOCAL REGULATIONS, BYE-LAWS, IER, ETC.:**

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)

The supplier 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 State Bank of India. The original payment receipt shall be logged with State Bank of India.

State Bank of India, 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 State Bank of India even after commissioning unless approval/ clearance from concerned authorities are furnished.

24. The Hire charges quoted shall be inclusive of all taxes including service tax, duties, operator charges, night duty allowances, Overtime charges etc. Bank will pay the hiring charges at monthly intervals.
25. Fresh Tenders should be invited mandatorily after expiring of six years as the initial period of contract is for 3 years period and renewable for further period of maximum 3 years, subject to satisfactory services rendered by the vendor. The process of finalization of vendor should be started in advance before six months of expiring of contract so that all the exercise should be completed well within time.
26. Bank reserves the right to terminate the contract with one month prior notice.
27. The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without, assigning any reason.
28. Final award of the contract will be subject to the approval of the Competent Authority in the Bank



## SAFETY PRECAUTIONS FOR DG SETS

- i) Engines emit carbon monoxide. Never use a generator inside home, garage, basement, crawl space, or other enclosed areas. Fatal fumes can build up, that neither a fan nor open doors and windows can provide enough fresh air.
- ii) Only use generator outdoors, away from open windows, vents, or doors.
- iii) Gasoline and its vapors are extremely flammable. Allow the generator engine to cool at least 10 minutes before refueling and always use fresh fuel.
- iv) Maintain generator according to the manufacturer's maintenance schedule
- v) For peak performance and safety.
- vi) Never operate the generator near combustible materials.
- vii) If you are connecting a generator to your premises, have a qualified electrician/ Technician to connect the same.
- viii) Generators produce powerful voltage - Never operate under wet conditions.
- ix) Take precautions to protect your generator from exposure to rain and snow.

The technicians/ operator/ employee should read and follow the manufacturer's guidelines before operating or maintaining the Diesel Generator set and don't forget to use common sense.

**UNDERTAKING TO BE SUBMITTED BY THE TENDERER**

(To be filled by the tenderer)

The \_\_\_\_\_

Dear Sir/s,

**Ref: TENDER FOR**

---

I/We have examined the above tender and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by SBI 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 SBI, 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, SBI 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 SBIRB 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:  
\_\_\_\_\_

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

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

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

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

- (i) Make: Stamford/Kirloskar/ Kirloskar Electric/Crompton Greaves.
- (ii) Capacity: 250 KVA at 0.85PF 415 Volts, 3 Phases, 4 wires, 50 Hz

The regulation from no-load to full load shall not exceed 2.0 %.

- (iii) 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.
- (iv) It shall withstand 10% overload for one hour every 12 hour duration on operation.
- (v) 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:** Brand NEW. Original purchase Invoice/Excise gate pass etc., shall be submitted as a proof of age.

(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. 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 :**

(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 is 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.

**DECLARATION:**

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

PLACE:

SIGNATURE OF CONTRACTOR  
NAME&DESIGNATION  
SEAL OF ORGANISATION

DATE:

**APPLICATION FORM**

1	Name of the Organization	
2	Full Postal Address of Organization with Pin code	
3	Contact Details (i) Contact Person (ii) Phone No. (iii) Mobile No. (iv) E-mail ID	..... ..... ..... .....
4	Year of Establishment (upload certified copies of documents as an evidence)	
5	Constitution of Firm (upload certified copies of documents as an evidence)	Sole Proprietorship/ Partnership / Private Ltd. / Public Ltd. / Any other (Please specify)
6	Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and upload certified copies of documents as an evidence)	
7	Registration with Govt. Authorities (upload certified copies of documents as an evidence )	
	a. Income Tax (PAN) No.	
	b. Goods & Service Tax no. (GST)	
	c. EPF Registration No.	
	d. ESI Registration No.	
	e. Labour License No.	
8	Names of Directors / Proprietor / Partners / Associates	
9	Bio-data of Directors / Partners / Associates	



10	EMD Details (i) Amount (ii) DD No. (iii) Date of DD  (upload scan copy of EMD as an evidence) MSE bidders can mention the validity and category of the certificate	₹..... ..... ..... / ..... / 202_
12	Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c. (Audited) for the last 3 years ending on <b>31.03.2024</b> . (upload certified copies of documents as an evidence - ENCLOSURE - 'I')	2021-22: ₹..... 2022-23: ₹..... 2023-24: ₹..... <b>Average:</b> ₹.....
13	Details of Similar works completed during the last 7 years in Scheduled Banks, Financial Institutions, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Corporations, IT Companies, Hotels	
14	List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. (If so, furnish their names, category and date of registration):	
	Name of the Organization	Category
		Year since empanelled
15	Mention if black listed and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.	
16	Details of disputes / litigations, if any, during the period of last 07 years	
17	Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc.	

18	Details of penalty / liquidated damage imposed by any client for defective / delayed / non-compliance of services / work or violation of terms of the contract, during the last 7 years, as specified in the NIT. If yes, please provide details thereof, with reasons.	
19	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 7 years, as specified in the NIT. If yes, please provide details thereof, with reasons.	
20	Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past	

**Note:** Please upload separate sheets for additional information, photographs, and documents

**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING BY 31.05.2024**  
 (upload supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained from the Clients)

S. No.	Name of Work	Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID)	Date of Agreement with Client	Location and Scope of the Work	Actual Value of the Work	Date of commencement as per contract & actual date of Commencement	Stipulated Date of completion & Actual date of completion	Litigation/ Arbitration pending/ In progress with details (if any)
1								
2								
3								

*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

**PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS  
(REFERRED TO IN ANNEXURE 'J')**

1. Name of the work/Project & Location.
2. Scope of work.
3. Agreement No & Date.
4. Estimated Cost / Tendered Cost
5. Actual Value of work done
6. Date of commencement
  - a. Stipulated date of commencement.
  - b. Actual date of commencement.
7. Date of completion
  - a. Stipulated date of completion.
  - b. Actual date of completion.
8. Amount of compensation levied for delayed completion if any.
9. Performance report based on
  - Quality of Work, : Excellent / Very Good / Good / Poor
  - Time Management, : Excellent / Very Good / Good / Poor
  - Resourcefulness, : Excellent / Very Good / Good / Poor
  - Financial Soundness, : Excellent / Very Good / Good / Poor
  - Technical Proficiency, : Excellent / Very Good / Good / Poor

Executive Engineer / Chief Project Manager or Equivalent

Note : Name of Organization

1. The performance report is to be submitted separately for all major works mentioned in Annexure 'J'.
2. The performance report preferably be submitted in the above Proforma. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

**DETAILS OF KEY ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION  
AS ON 31<sup>st</sup> May, 2024**

Sr.No	Name & Aadhar No.	Designation	Educational Qualification	Professional Experience	Length of continuous service with employer in years
1	2	3	5	6	7

**Note:**

- Organization chart of the company, additional information about administrative personnel, if any, may be submitted on separate sheet

## **DRAFT COPY OF ARTICLES OF AGREEMENT**

{On a non-judicial stamp paper of Rs 300/-- it has to be submitted after finalization of L1}

This agreement made at ..... on this ..... day of ..... between \_\_\_\_\_ (Designation), State Bank Of India, \_\_\_\_\_ (Branch/Office), \_\_\_\_\_ (place) (hereinafter called Bank) on one hand and M/s....., \_\_\_\_\_ (Place) ( here in after called the contractors and which expression shall mean and include its successors, assignees, heirs, executors & administrators, legal representatives etc.) on the other hand.

Whereas Bank has given contract for providing a 250 KVA DG Set in CPCB compliant acoustic enclosure on hire basis at ..... (Branch/Office), (Place) and where as contractors have agreed to undertake the work for a SBI accepted tender rate of Rs. \_\_\_\_\_ (in words) per month as fixed charges. The contract shall be for three years starting .. /.. /.. subject to review and acceptance for continuation by the Bank at the end of each block of twelve months, the first ending .. /.. /..... .

*(Original tend/er submitted by the contractors including terms and conditions, price bid and letter of award of work will form part of this contract)*

### TERMS AND CONDITIONS FOR HIRING OF DG SET:

1. Operating time of Diesel Generator set shall be from round the clock. Wherever manual operation is required, qualified operator(s) shall be provided by the contractor including on Sundays and holidays. It is better to make provision of auto start instead of manual operation in DG sets wherever possible
2. Operation also includes topping of fuel, changeover operations etc., Wherever Auto Main Failure (AMF) is provided, the contractor to monitor on regular basis, the fuel level, topping if required and provide a operator in case of AMF failure. No additional charges will be paid for the same.
3. Diesel Consumption is in the scope of Bank. Hence Diesel Charges will be bear by Bank. Cost of handling, transportation of fuel/ diesel should be included by the tenderer in the hiring charges (Fixed Charges).
4. No additional rent or operator charges will be paid for operation on any holidays and weekends, if required..
5. 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 shall indemnify the Bank.
5. The Contractor will 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.

6. The Contractor shall be responsible for proper maintenance of Registers, logbooks etc. as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under.
7. 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.
8. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases. The Insurance for the workmen shall be arranged by the contractor and ensure that the operator shall be well mannered and properly dressed with shoes etc.
9. The Contractor shall obtain adequate insurance policy / policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc.
10. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty etc. for agreement and/or any other documents/agreements, which are required to be executed.
11. All necessary tools like clamp meter, drilling machines and pliers and other essential tools for effective maintenance of the Diesel Generator equipments shall be provided by the contractor.
12. 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.
13. 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.
14. The Contractor /owner of the Diesel Generator set has to arrange at their own cost all necessary approval from Government of AP / APPCB or any other Statutory body including environmental clearance, if required, for installation and running of Diesel Generator set at respective sites.
15. 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 / Engineer.
16. 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.
17. Owner / Contractor of the Diesel Generator set has to bear the installation / transportation charges of Diesel Generator set.

18. Owner / Contractor of the Diesel Generator set has to maintain a logbook at the site to record the following:
- a Hour meter reading.
  - b Time for which the generator was operational (generator off and on timings). c

No. of Units Generated through DG Set

- d Consumption of diesel.

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

19. The generator downtime shall be kept to 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:
- i Once for approximately one hour
  - ii Four times for approximately half hour

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.

29. 5 % of annual contract value shall be kept as retention money (Performance Guaranty) 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".
30. The contractor / firm shall be held responsible for any misdeeds / mis-behaviour of their employees within the premises.
31. Self-start Battery condition shall be well maintained for trouble free operation.
32. 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. The contractor shall provide necessary barriers, 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 insurance including third party insurance as may be necessary to cover the risk.
33. 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.
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#### 34. LOCAL REGULATIONS, BYE-LAWS, IER, ETC.:

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)

The supplier 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 State Bank of India. The original payment receipt shall be logged with State Bank of India.

State Bank of India, 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 State Bank of India even after commissioning unless approval/ clearance from concerned authorities are furnished.

35. The Hire charges quoted shall be inclusive of all taxes including service tax, duties, operator charges, night duty allowances, Overtime charges etc. Bank will pay the hiring charges at monthly intervals.
36. The contractor shall be valid for 36 months only and may be extended to another 36 months with same terms and conditions subject to satisfactory performance of the Contractor and during the contract of the Bank shall have the right to terminate the same by giving one months prior notice in writing without assigning any reason and no correspondence shall be entertained in this regard. It is also agreed that SBI may in the event of termination of contract for non- satisfactory performance of the contract, the security deposit given by the contractor shall stand forfeited and Bank is not liable to pay any interest on the security deposit given by the contractor. However, on termination of the contract by the Bank before the completion of its tenure or on its expiry, Contractor as a STOP-GAP arrangement, if requested by the Bank, continue to provide its services on same terms and conditions till the next arrangement/ agreement renewed by the Bank.
37. Fresh Tenders should be invited mandatorily after expiring of six years as the initial period of contract is for 3 years period and renewable for further period of maximum 3 years, subject to satisfactory services rendered by the vendor. The process of finalization of vendor should be started in advance before six months of expiring of contract so that all the exercise should be completed well within time.
38. Contractor shall strictly adhere to all prevailing labour laws inclusive of contract Labour (Regulation and Abolition Act of 1971) and other safety regulations. The contractor shall comply with provision of all labour legislation including the latest requirements of all the Acts/laws and any other regulation applicable to the given task/assignment.
39. There is no employer-employee relationship between contractor and Bank. In that context, neither the contractor nor his workmen engaged by him (if any) , are employee of the Bank.
40. Contractor shall not assign or subcontract the benefits of this tender/contract to any other person.

- 41. All the disputes arising out of or in any ways connected with this agreement shall be deemed to have arisen in BHAVNAGAR& only in the Courts in BHAVNAGAR shall have jurisdiction to determine the same.
- 42. The contract has been carefully read by us and fully understood by us.
- 43. Bank reserves the right to terminate the contract with one month prior notice.

For State Bank of India

For (Name of Contractor)

**Stamp and Signature**

**Stamp and Signatures**

**Witnesses:**

1.

2.

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**PRICE BID**

Sr.no	Description	Amount (Rs)
1	Hire charges <b>per month</b> for the <b>250 KVA</b> capacity DG set with sound proof enclosure including operating the DG set as per the Bank's requirement (24X7 on all days including Sunday & Holidays with operator) as stipulated in the tender including costs of all materials, loading, unloading, transport charges, installation, wastage, Octroi (if applicable), local body taxes(if applicable), all type of Insurance Charges, overheads, profit, statutory expenses, incidental charges, operator charges if required, night duty allowances, Overtime charges, lubricants, filters etc. and all related expenses to complete the successful installation and operation of the DG set. <b>(C1)</b>	To be quoted by bidder in GEM Portal
	Quoted value	
	<b>GST WILL BE PAID AT ACTUALS AS APPLICABLE</b>	

- Diesel Consumption is in the scope of Bank. Hence Diesel Charges will be bear by Bank.
  - Cost of handling, transportation of fuel/ diesel should be included by the tenderer in the hiring charges (Fixed Charges).
  - Person who have QUOTED lowest amount in total row shall be declared as LOWEST (L1) bidder.
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