

NIT NO:LUC/SBILD/KAN/202404001



**STATE BANK OF INDIA
LOCAL HEAD OFFICE, LUCKNOW
INVITES ONLINE TENDERS UNDER TWO BID
SYSTEM
FOR**

**SITC OF SOLAR FENCING SYSTEM AT STATE BANK INSTITUTE OF LEARNING AND
DEVELOPMENT(SBILD) KANPUR (U.P.)**

Tender Documents Consisting of :

**NIT, General Rules and Instruction for the Guidance of Tenderer,
Form of Tender, Articles of Agreement, General Conditions
of Contract, Technical Specifications and
Bill of Quantities**

**Premise & Estate Dept.
1st Floor, Local Head Office,
Motimahal Marg, Hazratganj,
Lucknow : 226001**

Phone : 0522-2295315

E-mail : agmpne.lholuc@sbi.co.in



STATE BANK OF INDIA

NOTICE INVITING TENDER

State Bank of India invites online e-Tender (EMD, Technical Bid and required documents in hard copies as well as soft copies and Price bid **in Electronic form through sealed bid option**) from the Solar vendors having experience for Supply, Installation, Testing and Commissioning(SITC) of **Solar Fencing System at State Bank Institute of Learning and Development(SBILD), Kanpur (U.P)**, details given below:

1. Name of Work :	Supply, Installation, Testing and Commissioning(SITC) of Solar Fencing System at State Bank Institute of Learning and Development(SBILD), Kanpur (U.P.)
2. Time allowed for completion :	30 Days from the date of handing over of site
3. Earnest Money Deposit(EMD) :	Rs. 6,000.00(Rs. Six Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of State Bank of India, Lucknow. <i>(to be submitted in a sealed envelope)</i> .
4. Security deposit :	5% of contract value to be held till one year
5. Availability of tender documents :	Tender documents to be downloaded from the Bank website www.sbi.co.in under the "SBI in the News> Procurement News". Tender documents to be downloaded from the SBI e-tender portal https://etender.sbi from 02.04.2024 to 14:00 Hrs on 09.04.2024.
6. Address at which the hard copy of Tender fee, Technical bid and EMD of tenders are to Be submitted :	Technical bid, experience certificate, copy of Balance sheet, PAN & GST and EMD should be submitted online and price bid on the portal https://etender.sbi before 09.04.2024 by 14:30 Hrs. Contact: Ramji Sharan, Dy. Manager(Electrical)-07408403577. Hard copies of original EMD should be submitted at State Bank of India, Premise & Estate Dept., 1st Floor, Local Head Office, Motimahal Marg,Hazratganj, Lucknow : 226001 <i><u>Representative of bidders may be present during opening of Bids. However Bid would be opened even in the absence of any or all the bidders representatives.</u></i>
7. Last Date & Time of submission of online e-tender /Price bid:	Online uploading of signed and scanned copies of all pages of Technical Bid, EMD DD and online submission Price bid through the SBI e-tender portal https://etender.sbi Upto 15:00 Hrs on 09.04.2024.
8. Date and time of opening of e-tender:	09.04.2024 at 15:30 Hrs Technical bid and date and time of price bid shall be informed later or may be opened on same day at 17:00 Hrs(Online Technical bid will be opened only of those bidders who will submit proper EMD, all documents and technical bid/RFP in hard copy. Price Bid will be opened only of those bidders who are successful in Technical Bid/RFP after scrutiny)

9. Defects liability Period :	12 month from the date of completion															
10. Validity of order :	03(Three) month from the date of opening of pride bid of tender.															
11. Liquidated Damages :	0.5% per week subject to a maximum of 5% of contract value.															
12. Agency for arranging online bidding	<p>M/s e-procurement Technologies Limited, Ahmedabad. bidding. E-tendering guidelines may be obtained from</p> <p>1. Harsh Dalwadi: harsh.dalwadi@abcprocure.com_ + 91-79-68136866, 6353217080, 6359576791</p> <p>For e-Tender Support: If you need clarification regarding tender submission or technical support kindly contact below numbers:</p> <table border="1"> <tr> <td>Laxmi Karli</td> <td>Ph NO</td> <td>Laxmi@eptl.in</td> </tr> <tr> <td>Abhik Pramanik</td> <td>7859800609 / 9081000427</td> <td>abhik.p@eptl.in</td> </tr> <tr> <td>Jaymeet Rathod</td> <td></td> <td>jaymeet.rathod@eptl.in</td> </tr> <tr> <td>Nandan</td> <td></td> <td>nandan.v@eptl.in</td> </tr> <tr> <td>Fahad Khan</td> <td></td> <td>fahad@eptl.in</td> </tr> </table> <p>If you need clarification regarding tender submission or technical support kindly contact below numbers: M: 9265562819 7859800621 6352631968 6352631766 6352632098</p>	Laxmi Karli	Ph NO	Laxmi@eptl.in	Abhik Pramanik	7859800609 / 9081000427	abhik.p@eptl.in	Jaymeet Rathod		jaymeet.rathod@eptl.in	Nandan		nandan.v@eptl.in	Fahad Khan		fahad@eptl.in
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Nandan		nandan.v@eptl.in														
Fahad Khan		fahad@eptl.in														
13. Eligible Taxes/Deductions :	<p>A) Income Tax will be deducted at source as per Govt. Guidelines. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provisions/Rules. The contractor should comply with the following; Contractor should have GST Registration Number. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. 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 Lucknow Circle are 09AAACS8577KAZE</p>															
14. Mode of Payment :	Electronic mode of payment shall be preferred. The contractor shall have to furnish their bank account details with Branch Name, Branch Code, IFSC and account no. along with the bill.															
15. Payment Terms:	Against completion															
16. Any additional information :	The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes(excluding GST), wastage's, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work															

Mode of Submission of Tender: The tender shall be submitted in both physical and online in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of

which shall be sealed.

1. Envelope shall contain Earnest Money Deposit(EMD), Technical Bid along with Covering Letter, copy of work order/completion for experience certificate, copy of Balance sheet, PAN & GST.

Online uploading of signed and scanned copies of all pages of Technical Bid, EMD DD and price bid is to be submitted online

The envelope containing the EMD as per instructions mentioned above shall be submitted in the office of the Assistant General Manager, State Bank of India, Premise & Estate Dept., 1st Floor, B-Wing, Local Head Office, Motimahal Marg,Hazratganj, Lucknow : 226001.

Technical Bid containing Earnest Money Deposit and all other documents, will be opened if the Earnest Money Deposit and all other tender document is not found as prescribed, the tender shall be rejected.

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

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

For and Behalf of State Bank of India

INSTRUCTIONS TO THE TENDERERS

Scope of Work

Sealed online e-tenders are invited by SBI LHO Lucknow for the work of **SITC of Solar Fencing System at State Bank Institute of Learning and Development(SBILD), Kanpur.**

Site and its Location

The proposed work is to be carried out at **Solar Fencing System at both Administrative and Hostel building of State Bank Institute of Learning and Development(SBILD), Kanpur. Both buildings are within the 500 meters.**

- Complete set of tender documents including relative drawings can be downloaded from e-tendering portal of the e-tendering service provider engaged by SBI.
- The tender documents are not transferable.

Site Visit

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions, **liaison requirements with local authorities/ authorities maintaining the campus, security agencies guarding the campus, traffic regulations in and around the site etc;**

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

Earnest Money

4.1 The tenderers are requested to submit the Earnest Money of **Rs. 6,000.00(Rs. Six Thousand Only)** in the form of Demand Draft or Bankers' Cheque in favour of SBI, Lucknow payable at Lucknow drawn on any Bank in India.

- EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- No interest will be paid on the EMD.
- EMD of unsuccessful tenderers will be refunded/ returned within 30 days of award of Contract.
- EMD of successful tenderer will be retained as a part of security deposit.

4.2 Initial Security Deposit

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD, by means of Demand Draft drawn in favour of State Bank of India payable at Lucknow within a period of 7 days of acceptance

of tender.

4.3 Additionally Security Deposit (ISD)

In case L-1 bidder quotes abnormally low rates, the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

4.4 Security Deposit

Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of initial security deposit, which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bills i.e., deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract provided he has carried out all the work and attended to all the defects in accordance with the condition of the contract and clearance, if any, of the observations of the CTE of CVC.

No interest shall be paid to the amount retained by the Bank as Security Deposit.

5.0 Signing of Contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

6.0 Completion Period

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **30 Days** from the date of handing over of the site.

7.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of ninety days from the date of opening price bid. If the tenderer 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.

8.0 Liquidated Damages

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the accepted Contract Value.

9.0 Rate and Prices:

9.1 The tenderers shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the total amount will be corrected.

- The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.
- The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

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

9.3 Each page of the BOQ shall be signed by the authorized person and cutting or over writing shall be duly attested by him.

- Each page shall be totaled and the grand total shall be given.
- The rate quoted shall be firm and shall include all costs, allowances, taxes, levies etc. and deduction at source for Income Tax, Work Contract Tax etc. will be made as per statutory rules excluding GST. GST shall be paid additionally at prevalent rates/rules.**
- The contractor shall be required to conduct necessary tests of the water brought from tube well or any other outside source, from approved laboratory.
- The contractor is required to comply with all act of the Government relating to labour and the rules and regulations made there under from time to time and to submit at the proper times all particulars and statements required to be furnished to the appropriate authorities.
- Nominated Contractor for Allied work, if any.**

The contractor shall get allied works executed only through Contractors already in SBI's Panel, for different categories of works.

To

Assistant General Manager(Premises & Estate),
State Bank of India,
Local Head Office,
Ist Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001

Dear Sir,

Reg.: Supply, Installation, Testing and Commissioning (SITC) of **Solar Fencing System at both Administrative and Hostel building of State Bank Institute of Learning and Development(SBILD), Kanpur** (U.P.).

1. I/ We refer to the tender notice issued by you for **Solar Fencing System** works and allied works in connection with the above.

I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts, specifications, schedule of quantities relating to the works for the sum of Rs..... at the respective rates quoted in the schedule of quantities.

I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:

a. Abide by and fulfill all the terms and provisions of the said conditions annexed here to,

a. Complete the works within 30 **Days** as per the work program enclosed with the tender in two or three shifts if considered necessary by the Employer/ Architects at no extra cost to the Employer.

I/ We have deposited **an Earnest Money of Rs. 6,000.00(Rs. Six Thousand Only)** in the form of Demand Draft/ Banker's Cheque drawn in favour of SBI payable at Lucknow which, I/ We note, will not bear any interest and is liable for forfeiture.

I. If our offer is withdrawn within the validity period of acceptance by the Employer.

Or

I. If the contract agreement is not executed by us within 7 days from the date of receipt of the letter of acceptance.

Or

I. If we fail to pay the initial security deposit as stipulated.

Or

I. If the work is not commenced within 3 days after issue of work order.

I / We understand that you are not bound to accept the lowest or any tender you receive.

The names of **DIRECTORS** of our Firm are:

1. _____

2. _____

3. _____

4. _____

Yours faithfully,

Signature

Designation

Name of Partner/ Director of the Firm, authorized to sign or name of person having power of attorney to sign the contract. (Certified true copy of power of attorney should be attached)

Signature and address of witnesses:

a. Signature

Name

Address

b. Signature.....

Name

Address

FORMAT FOR AGREEMENT

This agreement made on the _____ day of _____ Two Thousand ____ BETWEEN State Bank of India a corporation constructed under the State Bank of India Act, 1955 and having its **Local Head Office at Lucknow** and many other places, (hereinafter called “the Employer”) of the one part and M/s _____ through its _____ having its registered office at _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of executing **SITC of Solar Fencing System** Works to be carried out **at Existing Premises of State Bank Institute of Learning and Development(SBILD), Kanpur (U.P)** as per Schedule-I, to this agreement and has caused Drawings, Bills of Quantities and Specification describing the work to be done, prepared by architects or engineer.

AND WHEREAS the said Drawings, the Bills of Quantities marked pages ____ to ____ (inclusive) and the Specifications as stated have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute the work upon the Conditions of Tender and the Conditions of Contract and further subject to the Special Conditions set forth in Schedule-II hereto attached (hereinafter collectively referred to as “the said Conditions”) as per the said Drawings and as described in the said Specification and included in the said Bills of Quantities for the sum of Rupees _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

- In consideration of the sum of Rupees _____ to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Drawings and described in the said Specification and Bills of Quantities.
- The Employer shall pay to the Contractor the said sum of Rs. _____ or such other sum as shall become payable hereunder at the times and in the manner specified hereinafter.

3. The term “The Architects” in the said conditions shall mean if appointed or in the event of their ceasing to be Architects for the purposes of this Contract, such other persons as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions. Provided always that no persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Architects for the time being.

4. The said Conditions, Specifications and Priced Bills of Quantities shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such Conditions, Specifications and Priced Bills of Quantities contained.

5. This agreement is subject to jurisdiction of courts in Lucknow and/or Kanpur only.

6. The Asstt. General Manager(P& E), Local Head Office, Lucknow shall exercise powers on behalf of the said Employer for the purpose of the Contract Agreement.

7. Whereas both the parties agree to sign the following annexure Annexed to this Agreement in token of their acceptance.

- i. Agreement
- ii. General Conditions of contract.
- iii. Special Condition of Contract.
- iv. Safety Codes.
- v. Specifications.
- vi. Material Testing & Their Frequency.
- vii. List of Approved Makes/ Brands
- viii. Priced Bill of Quantities.
- ix. Drawings.

8. The Bank shall pay the contractor such sum as shall become payable hereunder at the times and in the manner specified in the said Conditions mentioned in the General Conditions of Contract.

9. Whereas the Contractor hereby undertakes and agrees to carry out and complete the works within **60 Days** from the date of handing over site or 15 days from the date of issue of letter of acceptances, whichever is later. The Contractor agrees and has deposited the sum of Rs. _____ by way of Initial Security Deposit for due fulfillment of this Contract for the Works. It is agreed that the Security Deposit shall be deducted from each running bills and refunded to the contractor as per clause 2 of the General Conditions of the Contract Annexed herewith.

10. Whereas it is agreed that the earnest money amounting to **Rs. 6,000.00(Rs. Six Thousand Only)** deposited by the Contractor in the form of Demand Draft along with the tender shall be forfeited in full in case the Contractor does not remit the Initial Security Deposit within the stipulated period of the start of the works by the stipulated date mentioned in the award letter.

11. Whereas Shri _____ is the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer in relation to the Works. The Contractor agrees to pay Sales Tax or any other Tax on material or finished works like Works Contract Tax, Turnover Tax etc. including Income Tax in respect of this Contract of the Works and the Employer will not entertain any claim whatsoever in this report nor the Employer shall be responsible to pay any Tax as mentioned above. If due to non – payment of any of the aforesaid Tax or other Taxes connected with the Works, the Contractor suffers any loss or damages occurred to the Contractor and the Employer will be entitled to claim damages from the contractor for non completion of the Work within **90 days** stipulated in Para 9.0, above.

12. Whereas the Contractor hereby declares the list of all the relative working with the Employer which is annexed herewith.

OR

Whereas the Contractor declares that none of his relative is working with the Employer.

OR

Whereas the Contractor declares that he has associated himself with the agencies of the appropriate classes of person for Sanitary and Water Supply Installation etc. or any other specialized job to complete the works.

13. The Plans, Drawings, Specifications, Contract Documents and the Documents above mentioned shall form basis of this Contract and the decision of **the Assistant General Manager(Premises & Estate), State Bank of India, Local Head Office, Ist Floor, Moti Mahal Marg,Hazratganj, Lucknow - 226001**

for the time being as mentioned in the Conditions of Contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of the Agreement or any of the document attached hereto shall be final and binding on both parties and may be made rule of the court.

14. The work comprises of the **“Supply, Installation, Testing and Commissioning (SITC) of Solar Fencing System at State Bank Institute of Learning and Development(SBILD), Kanpur (U.P.)”** as mentioned above and all subsidiary and other works connected therewith on the same site as may be ordered to be done from time to time by **the Assistant General Manager(Premises & Estate), State Bank of India, Local Head Office, Ist Floor, Moti Mahal Marg,Hazratganj, Lucknow - 226001** for the time being even though such works may not have been shown on the Plans or described in the said Specifications or Schedule of Quantities of various classes of Work to be done.

15. The Employer through the **the Assistant General Manager(Premises & Estate), State Bank of India, Local Head Office, Ist Floor, Moti Mahal Marg,Hazratganj, Lucknow - 226001** reserves himself the right of altering the Plans, Drawings and nature of Work of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this Contract.

16. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Lucknow and /or Kanpur and only the courts of Lucknow and /or Kanpur shall have jurisdiction to determine the same.

17. The several parts of this Contract have been read to us and fully understood by us.

In Witness whereof the parties above named have executed these presents today and year first hereinabove written.

Signed, Sealed and Delivered by:

Authorised Representative of Employer

Authorised Representative of Contractor

SCHEDULE I

Supply, Installation, Testing and Commissioning (SITC) of Solar Fencing System at State Bank Institute of Learning and Development(SBILD), Kanpur (U.P.) all as described in Tender inclusive hereto as Specifications.

SCHEDULE II

The following Letters/ Correspondence form a part of Agreement:

- 1.
- 2.
- 3.

As witness our hands the day and year first written above,

In presence of

Signature:

Signature by the said Employer

Name:

Name:

Occupation:

Designation:

Address:

Address:

In presence of

Signature:

Signature by the said Contractor

Name:

Name:

Occupation:

Designation:

Address:

Address:

PART – 2 DISCLAIMER

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

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

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

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

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

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

1.1 **Broad Scope of Work :**

1.1.1 Supply, installation, testing, commissioning and maintenance of Solar Fencing System at both Administrative and Hostel building of State Bank Institute of Learning and Development(SBILD), Kanpur.

The successful bidder should Supply, transportation, loading and unloading, Transit Insurance, Delivery at site, Installation, Cabling, Testing, Commissioning, Documentation, Warranty and Service support of all the components supplied under this tender including Energizer, Solar Panels, Fencing, Battery, Earthing, Fence post & various components as per Technical Specifications and Bill of Quantities. The bidders may submit the bids as per the preferred makes / model mentioned in Annexure 3.1.2 or equivalent/higher.

1.1.2 To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However no weightage would be given for higher configurations.

1.1.3 Bidder's Responsibility: Supply and installation of all items as per the scope of work and detailed technical specifications. All these equipment/ accessories will be warranted and must operate at OR above the guaranteed values with regard to availability. The system spare parts, as and when required and complete maintenance support of the system in future shall be back to back guaranteed from OEM for a period of 5 Years from the date of successful taking over of the complete project (acceptance by the Bank). One copy of Hardware and Software documentation shall be provided along with the supply of equipment. The bidder shall provide services as detailed in this specification. The bidder shall arrange for all tools, tackles, testing instruments etc., as required during all operations such as transportations, installation, testing and commissioning etc., for completing the scope of work as per this specification. These tools and tackles and testing instruments etc., shall be allowed to be taken back by the bidder. The bidder shall undertake all testing and commissioning activities and shall provide assistance during inspection and acceptance testing by the Bank. Bidder shall provide all required equipment and services, whether explicitly mentioned in these specifications or not, to fulfil the intent of the specification and to ensure completeness, operability and maintainability of the system at no extra cost to the Bank. Bidder shall furnish the part Number/ Product identification Number for all products as provided by the original manufacturer. Bidder shall provide a clear and explicit activity wise action plan and schedule of completion of the above work. Bidder shall provide a detailed list of Project Manager, Site Engineer, Technician etc., who are intended to be assigned for commissioning of the subject project, clearly mentioning the detail of their work experience, certifications and other skills. This shall be subject to approval by the Bank. Bidder shall ensure that the manpower is technically competent and must possess requisite certifications from various OEMs as required. SBI shall have discretion of accepting or rejecting the manpower proposed. During the execution phase, any changes in the manpower deployment at site should be notified in writing to the Bank with the details of the new person assigned for the task, and approval for the same to be sought from the Bank.

1.1.4 The bidder shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank. The architect/consultant at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations

which are hereafter collectively referred to as Architect's/Consultant's instructions in regard to : the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work, any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, the removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof, the demolition, removal and/or re-execution of any work executed by him, the dismissal from the work of any person employed/engaged thereupon.

1.1.5 Ownership of drawings: All drawings, specifications and copies thereof furnished by the SBI through its architect/ consultants are the properties of the SBI. They are not to be used on other work.

1.1.6 Detailed drawings and instructions: The SBI through its architects/consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI.

1.1.7 All the equipment provided under this contract shall be complete with power cables. The Equipment shall operate on 12 volts, 50 Hz single phase AC power supply and the power cables shall be fitted with 3 pin, 5A (OR) 15A plug tops complying with Indian Electrical standards

1.1.8 The equipment are to be supplied under this tender shall be the industry proven products and not the R&D models. The equipment shall confirm to the requirements of relevant Indian & International Standards.

1.1.9 All the components of the main system shall be from the same Original Equipment Manufacturer (OEM). Assembled product of different makes or refurbished products shall not be accepted.

1.1.10 The System Integrator (SI, also referred as Bidder or AVC in this document) should ensure that products / technologies /services quoted under this project are not declared end of life by the respective OEM and also ensure that End-of-Life of the proposed product is not earlier than one year from the date of acceptance of the project.

1.1.11 The bidder should ensure that the spares and upgrades for the product shall be available at least for FIVE years from the date of acceptance of the project.

1.1.12 During warranty period replacement of defective components or sub-components shall be replaced by the brand new spare parts bearing the same OEM part number Only under exceptional circumstances of non-availability of spare of the same part number the compatible spare having different OEM part number may be accepted. However, in such cases the spare part to be supplied against the defective part shall be brand new and shall bear part number from the OEM.

1.1.13 The BOQ estimated by SBI is not exhaustive. Any additional items / components as required for the successful completion of the work under taken may be assessed by the bidder and the same may be incorporated in the offer. The BOQ as assessed by the bidder as above should be clearly indicated in the offer. Even at the time of execution, if any additional items / components are required to complete the system, notwithstanding the BOQ as identified by the bidder as above, the same shall be provided free of cost by the Bidder. Only such bidders who have quoted their prices for the complete scope in all respect shall be considered for evaluation.

1.1.14 The bidders are strongly advised to visit and examine the site (prior to pre-bid meeting) and to obtain himself, on his own responsibility, all information, such as the architectural and interior drawings, that may be necessary for preparing the Bid and entering into a Contract. The expenditures of visiting the sites shall be at bidders own expenses. The bidders should do necessary environmental survey for cabling, containments (conduiting and raceways) and towards RF implementation (using specific analysers meant for wireless microphone system installation across the facility).

1.1.15 Scope for Installation, Testing, Commissioning and Handing over of the Project

The scope of work comprises Installation, Integration, Testing, Commissioning and Handing over of the supplied equipment under this project. The bidder shall provide a comprehensive integrated turnkey solution. Any minor Electrical works, Civil interior work for false ceiling, flooring and minor carpentry work relating to the installation of the equipment supplied under this project shall be in the scope of the bidder.

The bidders shall quote for a total integrated turnkey solution covering all the above. The bidder shall supply and install all required connectors, cables, etc. as well as the programming necessary to complete the installation of the project.

Installation & Commissioning inter alia including Supply, laying with suitable protection, termination / fixing of cables, connectors, lugs and other items, not specifically even mentioned in the Technical Specification, BOQ and is required to successfully complete the project shall be provided free of cost by the bidder.

1.1.16 The Bidder must furnish complete information asked in this RFP. Bidder has to quote for the total scope of supply and other works. Amongst other things, the Bidder must supply the details /specifications regarding the following items along with his bid.

Hardware: Comprehensive write-up on features of H/W Systems under AV Package.

Software: Comprehensive write-up on features of software including but not limited to control panel software, Video Production Software, Class room management Software, Video encoding Software.

Site Preparation, Supervision and Installation.

Special requirements, if any, of operating parameters like the range of temperature, humidity, dust level and power requirement.

Printed Brochures / Pamphlet / Leaflet illustrating Technical details / specifications etc. for all the items / materials quoted should be enclosed with bid.

The Bidder must address all the above aspects in the same order and must indicate very specifically any deviation taken by him on account of make / configuration / technical and other particulars in a separate schedule included in the bid documents. Unless specifically brought out in the specific schedule as mentioned above, the bid shall be deemed to be in line with the technical and other particulars mentioned in the tender specifications.

It shall be the responsibility of the bidder to supervise the site preparation by the owner (i.e. Bank) to ensure that the site is prepared as per his requirements such as environmental conditions, power requirements etc. The bidder shall ensure that his system operates efficiently under these conditions.

The bidder shall furnish along with his offer a list of facilities and other necessities required by him, if any, for site preparation etc. The bidder shall be fully responsible for installation and commissioning of the equipment including cabling related to installed equipment (except power cables) and other related activities such as unpacking, uncarting, inspection etc. for which the owner shall provide the required space at his premises, the bidder will have to arrange by himself all testing equipment and tools required for maintenance and make his own transport arrangements.

The bidder shall furnish schematic drawings, signal flow diagrams with cable details, color coding and numbering of the cables. Final version of the Schematic drawings after execution shall be submitted as "As Built" Drawings and duly approved by the Bank / Architect / consultant. Detailed shop drawings for all the equipment to be flushed

on the table / lectern / related furniture to be provided before starting the execution to the Bank, since it carries dependency on the other vendors/contractor on the site.

1.2 Eligibility Criteria

ANNEXURE-A

ELIGIBILITY CRITERIA

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

Sr. No.	Eligibility Criteria	Documents to be submitted
2.	The Bidder should have permanent office or at least one support centre at Lucknow or Kanpur or UP for quick response in case of breakdowns.	Copy of Self certification along with location and contact details of the said service center / office to be enclosed in this regard.
3.	The average annual turnover for financial year 2020-21, 2021-22 and 2022-23 should not be less than Rs. 3.0 lacs.	Submit copies of audited balance sheets/ IT returns, form 26AS for the years as documentary evidence
4.	The Bidder must have similar work successfully in the last 5 years in one centres, Govt Departments/ PSUs /Banks / Insurance companies/ Reputed Corporate Offices / IT, Pharma & Chemical Industries/Schools/Colleges.	A copy of satisfactory Performance Certificate from the client mentioning the DG capacity and date of installation to be submitted.
5.	The firm/entity should have successfully completed similar work (Solar system) as detailed below in the period starting 1/04/2019. - Three similar single work order completed	Submit following details of only those works which are required to fulfill the above work experience PQ criteria : a) Name, address and contact nos. of client. :

	works each costing not less than Rs. 2.4 lacs. or - Two similar single work order completed works each costing not less than Rs. 3.0 lacs. or - One similar single work order completed works costing not less than Rs. 4.8 lacs.	b) Work order reference and details (Submit copy of work order) : c) Order Value : d) Date of start of work : e) Scheduled date of completion of work : f) Actual date of completion of work (Submit copy of completion certificate)
6.	Firm should have valid PAN card, GST registration	Submit copies of card, registration certificates
7.	Should be an income tax assessee for the previous three financial years, i.e. 2020-21, 2021-22 and 2022-23.	Submit copy of IT returns for the years

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

1.3 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

PART - 2. TERMS AND CONDITIONS OF CONTRACT (TCC)

2.1 Definitions : In this Contract, the following terms shall be interpreted as indicated:

2.1.1 “The Bank” means State Bank of India, its Associate, Subsidiaries and Joint Ventures located in India.

2.1.2 “The Contract” means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

2.1.3 “Vendor” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.

2.1.4 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

2.1.5 “The Equipment” means all the hardware / software and / or services which the Vendor is required to supply to the Bank under the Contract;

2.1.6 “The Services” means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;

2.1.7 “TCC” means the Terms and Conditions of Contract contained in this section;

2.1.8 “The Project” means supply, installation, testing and commissioning of hardware & services with 5 year Warranty.

2.1.9 “The Project Site” means various branches / offices of the State Bank of India where the equipment is

to be supplied, installed and commissioned.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

2.2 Use of Contract Documents and Information

- 2.2.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.2.2 The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

3.3. Country of Origin / Eligibility of Goods & Services

- 3.3.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- 3.3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.4. Use of Contract Documents and Information

- 2.4.1 The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.4.2 The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 2.4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

2.5. Patent Rights

- 2.5.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The

Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

2.6 Inspection and Quality Control Tests

- 2.6.1 The Bank reserves the right to carry out pre-shipment factory / godown inspection at by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder's office.
- 2.6.2 The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:
- (a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods , by the Bank / Bank's Consultants / Testing Agency.
 - (b) The supplier should intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
 - (c) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
 - (d) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
 - (e) The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.
 - (f) Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
 - (g) The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
 - (h) On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Bank.
- 2.6.3 The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- 2.6.4 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

2.7 Delivery & Documentation

2.7.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

2.7.2 Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-

- (a) 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
- (b) Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
- (c) 2 copies of packing list identifying contents of each package.
- (d) Insurance Certificate.
- (e) Manufacturer's / Vendor's warranty certificate.

4.7.3 The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.

2.7.4 Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered.

2.7.5 **For the System & other Software, the following will apply:**

- (a) The vendor shall supply standard software packages published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
- (b) The Vendor shall provide complete and legal documentation of all subsystems, **licensed operating systems, licensed system software, licensed utility software and other licensed software**. The Vendor shall also provide **licensed software** for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
- (c) In case the Vendor is providing software which is not his proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.
- (d) The vendor shall explicitly absolve the Bank of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e. the vendor shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

2.8 **Acceptance Procedure:** On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-3.4) signed by the Vendor and the

representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

2.9 Insurance :

2.9.1 The insurance shall be in an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by the Bank.

2.9.2 Should any loss or damage occur, the Vendor shall:

- a) initiate and pursue claim till settlement and
- b) promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

2.10 Warranty / Uptime / Penalty:

The entire illumination system shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 60 months from the date of issue of completion certificate for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 60 months, the contractor (successful tenderer) shall make periodical inspection of the working of the illumination system free of charge at least once a month or earlier, if required, and attend to the testing of the various parts and such other service that may be required of him. All routine maintenance/service calls during the defects liability period will also have to be attended in a prompt manner. The warranty period shall be 60 months from the date of handing over of the system to the Bank.

2.11 Payment Terms

2.11.1 Payment shall be made in Indian Rupees.

2.11.2 Payment for this bid will be released as under :

- (a) 95% Payment will be released after receipt of Invoice and Installation & Commissioning Certificate duly signed by the Bank’s Engineer/Architect. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.
- (b) 5% the expiry of warranty period OR Against submission of Bank Guarantee from a Scheduled Commercial Bank other than SBI or its Associate Banks, for an equivalent amount valid for the period of 62 months from the date of acceptance (Annexure-3.3.1).

2.11.4 Payments will not be released for any part-shipment or short-shipments.

2.12 Prices

2.12.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in taxes, duties, levies, charges, etc.

2.12.2 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

2.12.3 The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

2.13 Change Orders

2.13.1 The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- (a) Method of shipment or packing;
- (b) Place of delivery;
- (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.

2.13.2 If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of Vendor's receipt of Bank's change order.

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

2.15 **Assignment:** The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

2.16 Delays in the Vendor's Performance

2.16.1 Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.

2.16.2 If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

2.16.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

2.17 Liquidated Damages : If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in clause 4.16.3 above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance or for any loss is suffered by the Bank due to Acts attributable to the Service Provider. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

2.18 Conflict of Interest:

Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification. The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other;
or
- (f) such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

2.19 Fraud & Corrupt Practices:

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

2.19.2 Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOIRFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

2.19.3 For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.20 Termination for Default

2.20.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

- (a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

or

- (b) If the Vendor fails to perform any other obligation(s) under the Contract.

2.20.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

2.21 Force Majeure

2.21.1 Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.21.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.21.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.21 Termination for Insolvency: The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or insolvent *or any application for bankruptcy, insolvency or winding up has been filed against it by any person*. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.22 Termination for Convenience: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

2.23 Resolution of Disputes :

2.23.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any

disagreement or dispute arising between them under or in connection with the Contract.

2.23.2 If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

2.23.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.
- (b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

2.24 Governing Language : The governing language shall be English.

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

2.26 Addresses for Notices

2.26.1 The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

Asstt. General Manager (P&E)
State Bank of India,
Local Head Office,
Lucknow-226001

Vendor's address for notice purposes

<To be filled in by the Vendor>

2.26.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

2.27 Taxes and Duties

2.27.1 All duties, cess and taxes including local taxes /cess , Octroi charges, license fees, road permits, etc.

in connection with delivery of products at site including any incidental services and commissioning (excluding GST), if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same.

The GST will be payable by the Bank on actual.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider

- 2.27.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- 2.27.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 2.27.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

2.28 Vendor's obligations

- 2.28.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 2.28.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- 2.28.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 2.28.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 2.28.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 2.28.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

- 2.29 **Patent Rights/Intellectual Property Rights** : In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay

compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

2.30 Right to use defective product: If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

2.31 Limitation of Liability: For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

The limitations set forth herein shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to IPR infringement,
- (i) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
- (i) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- (i) When a dispute is settled by the Court of Law in India.
- (i) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

PART 3 : BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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3.4.2

Performance Bank Guarantee Format

3.5 Manufacturer's Authorisation Form

3.6 Certificate of Successful Commissioning

ANNEXURE – 3.1.1
BID FORM (TECHNICAL BID)
(to be included in Technical Bid Envelope)

Date: _____

To

Assistant General Manager(Premises & Estate),
State Bank of India,
Local Head Office,
Ist Floor, Moti Mahal Marg,
Hazratganj,
Lucknow - 226001

Dear Sir,

Ref: RFP No.

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and maintain the equipments detailed in Annexure-3.1.2, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this bid, we certify that:

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

clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period of 6 weeks from date of Purchase Order.
4. ***We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.***
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. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
7. We certify that we have not made any changes from the contents of the RFP/EOI document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. The vendor hereby undertakes that its name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
10. We certify that the items offered by us in response to the bid conform to the Technical specifications stipulated in the bid with the following deviations:

Sr. No.	Page Number	Section Clause Number	Relevant Section/ Clause	Bidder's deviation details

Note: Any deviation not declared above with respect to RFP compliance shall not be considered by the Bank for review (If left blank it will be construed that there is no deviation from the specification given in this RFP)

Dated this day of 2024

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

Duly authorised to sign Bid for and on behalf of

ANNEXURE – 3.1.2

Technical Specification for Installation solar fencing at SBILD Kanpur

1. Energizer (Solar Panel Operated): Energizer: confirming to BIS 302-2-76 (1999) and IEC 335-2-76 (1997) or BIS 302 (part-2) Sec 76:1999 stands for safety. Warranty-5 years. – one energizer per km. MS / GI box for energizer – One for each system at Admin and Hostel blocks, with lock facility and to prevent protection from rain water.

- a. Input voltage: 12 V DC
- b. Input current: 500mA
- c. Output voltage: 7KVA to 9.9KVA
- d. Pulse interval: 1.2 second
- e. Pulse duration: 3 m second
- f. Output energy: 2.5 Joules

2. Battery: 12V / 150 AH Tubular Battery (Reputed Make) along with electronic system will be kept in a protected place, preferably in a house near the fence. 12V 150AH rechargeable Maintenance-free Lead Acid Battery of reputed make will be used for storing the energy for minimum seven days during cloudy days and the same shall be utilized to power the Fence system. Warranty – 5 Years – one battery for each system at Admin and Hostel blocks. The battery should be Lithium Ferro Phosphate (LifePO4/ LFP) 12.8 Volt, 80 Ah. The Battery pack should be got tested as per IEC 62133-2012 or BIS latest standard from BIS recognized labs or MNRE accredited test centre.

3. Insulators: Strain Insulators for End or Corner Posts: Made of High quality Industrial Plastic – Virgin ABS (Acrylonitrile Butadiene Styrene) rated for 15KV UV Stabilized. Reel Insulators: Made of virgin Polypropylene plastic rated for 15KV UV stabilized.

4. Fence wire: 2.5mm diameter, High tensile wire with minimum of 275GSM Zinc coating. Preferably Make – TATA Wiron. Solar power electric fencing with 3 strands (Wires) shall be installed as under: Distance between boundary wire No. 1- 300 mm, Distance between wire No. 1- to wire No. 2- 300 mm, Distance between wire No. 2- to wire No. 3- 300 mm.

5. Fence Posts: Hot Dipped GI angle L-shaped with 2mm thickness 32mmx32mm with two coat paint and primer 1 meter in length or GI hot dipped, Round Pipe-32mm Diameter (medium Class) of Indian Standard, with two angles for anchorage (top and bottom) of ISA 35 x 35 x 5 mm 6 inches each. with PP Insulator riveting. Must include brackets & fasteners for necessary connections complete in all respect. Two on corner posts , or as required for lateral supports as per site conditions.

6. Earthing System: 8 mm stainless steel rods or 1” dia GI pipe with Galvanized clamps along with Bentonite mixture shall be used for creating more conducive conditions for Electron flow. Hence, 3 Earth pits (Based on the ground conditions) for every energizer and additional earth pit at every 300m of fence length. One for each system at Admin and Hostel blocks

7. Solar Panel: Solar PV module of rating 75w from a reputed company will be used as a battery charger. MNRE approved. Warranty – 25 Years. – one for each system at Admin and Hostel blocks.

Only indigenous SPV modules shall be used in the project. SPV module of 36 cells 100 Wp at 16.4 ± 0.2 Volt if MPPT is not used with positive tolerance. Module Voc should be minimum of 21 V . The offered module shall be in accordance with the requirements of MNRE standards and tested as per:

- a) Latest edition of IEC 61215 / IS 14286 for Crystalline Silicon Terrestrial Photovoltaic (PV module - Design Qualification and Type Approval
- b) Latest edition of IEC 61730 Part 1- requirements for construction & Part 2 – requirements for testing, for safety qualification.

Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided and if required, blocking diode(s) may also be provided.

IDENTIFICATION AND TRACEABILITY

Each PV module must use a identification tag which must contain the following information:

- (i) Name of the manufacturer with logo
- (ii) Month and year of the manufacture
- (iii) Unique Serial No
- (iv) Model No of the module with voltage and rated wattage
- (viii) Made in India

The test report should be from MNRE/NABL/IECQ authorized test center issued after 1st April 2017. The bidder shall submit appropriate certificates

8. Length of the Fence: 230 meters for Admin Block and 540 Meter for hostel block (Detail location will be intimate after award of contract).

9. Lighting Diverter: Lighting Diverter kit will be provided to protect the Solar fence system from Lightning. The details of the same are: Lightning can cause serious damage to the energizer. When Lightning strikes close to or directly on electric fence, it causes a massive surge in voltage which flows back to the energizer to find the quickest path to earth. The Lightning Diverter kit (LDK) consists of a choke, which creates a blocking effect for the extreme high voltages caused by Lightning. The high voltage is blocked by the choke and diverted across the arrester to earth. The Earthing system shall be installed separately for Lightning kit. It will be always safe to install the Lightning Diverter kit as close as possible to the Energizer. We have incorporated the LDK in the Energizer itself.

10. Permanent Wire tightener: Mode of special aluminium alloy designed for 15 KV UV stabilized. The components shall be installed on every section to maintain the tension on the wires and also to withstand the loads and pressures impended on the fence wires.

11. Gate: Spring rope gate kit shall be installed at two suitable entry or exit paths. There will be two number of Gates and the location shall be decided based on the site conditions and decision from Forest Department.

12. Installation: Scope of supply includes installation, safety and operation checks of the equipment by the supplier before handover. Watch and ward, weed clearance, damage of pole by elephants or others and theft if any shall be borne by the bidder.

13. Test Report: Availability of Test Report from Central Govt/NABL/ILAC/MNRE Accredited Lab to Prove Conformity to Specification.

14. Foundation: Foundation size = 0.3 x 0.3 x 0.3 m, Concrete grade = M20 Mix ration - (1:1.5:3) with 8numbers spikes at the bottom on both sides to prevent elephant damage to poles.

15. Fence alarm voltage:-The unit is design to sense any type of tampering in fence or in the system and activate the audio alarm within 1.2sec.

16. Charge control unit:- It is used to regulate the charging of battery to avoid the deep discharge and over charge the battery.

17. Reel insulator:-Made of virgin polypropylene plastic, UV stabilized rated for 15KVA operation.

18. Corner pole insulator:-Made of high quality virgin polypropylene plastic, UV stabilized rated for 15KV operation.

19. Spring:-It is made of polyethylene is used to electrify the gate at entrance.

20. Solar fence voltage tester: 3numbers voltage tester shall be supplied after installation.

21. Charge Controller: Suitable Charge controller to maximize energy drawn from the solar PV module with suitable protection for over charging, deep discharging and reverse polarity etc.

22. Corner post : GI hot dipped, 50 mm round Pipe (medium Class) of Indian Standard, Covered from Top (Top Cap) with two angles for anchorage (at bottom) of ISA 35 x 35 x 5 mm 6 inches each., with PP Insulator riveting.

Intermediate posts	25X25X X3 mm" T" angle hot dip galvanized –more than 60microns; 10 feet (2 feet below ground and 8 feet above ground) long. The distance between each post should not be more than 3 meters.
Grouting of post	Posts must be grouted in P.C.C. in 1:2:4 cement sand & stone ballast. 20mm nominal size of aggregates. 1).For corner Posts 0.45*0.45*0.70 size 2). For Intermediate posts & Support posts 0.45*0.45*0.6m
Lead Out Cable	Double insulated with standing 15KV voltage, 2.00mm core diameter hot dip galvanized wire with 9 mm thick insulation.
Permanent tension spring	GI coated 6 mm coil spring capable of taking compression load.
Joint clamps	Positive locking mechanism./zinc coating of more than 25microns
Earthing System	With 4 feet long non rusting SS 8mm rod with special earth for retention of moisture for long period. Suitable nos of SS electrodes enclosed in cloth bag with non-corrosive electrolyte- min 3 nos for energizer unit earthing , 2 nos for lightening divertor and one at every 200 M.

Warnings signs	UV stabilized Polyethylene plastic with statutory colors and signs in English or Hindi language on the front face. It will be fixed on the fence wires at every 50 meters
Framed power gate 6 feet height	16 feet double framed power gate fabricated with 40 mm square MS pipe all round with 100 mm square pillar MS pipe. The gate handle should be Polyethylene with proper insulation.
Digital volt mater	Must display fence voltage digitally up to 15kv. Made of non –shocking plastic
Xenon flash tube	Xenon tubes capable of flashing with each pulse to monitor the fence working and must be visible from a distance of 1000m
Neon tester	5 neon lights measuring the fens for excellent, very good, good and poor markings.

Hooter	
Housing box for Energizer and battery	Hot dip galvanised MS box with minimum 18 SWG with locking facilities. The box should be as per IP 65 for outdoor applications.
Automatic Shut off	Shall be provided in case of trapping of animal or any other physical obstructions.
Tool Kit	Wire tightener handle, twisting tools, pilers and double ended spanner for clamp tightening shall be provided for each site.
Others	Digital voltmeter, Cut out switch, , Hooter-118DB & lighting diverter system (electronic-V-shape) complete in all respect.

ANNEXURE -3.2

SLA Terms & Conditions

for Hardware, Software & Maintenance Services for Solar Fencing Systems

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty for Hardware Components : Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 60 months from date of installation.
3. Warranty for the System Software/off-the-shelf Software will be provided
the System Software/off-the-shelf Software will be provided
4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
5. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
6. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
 - a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
 - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.
 - c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 4 (four) hours.
 - d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 (six) hours of being informed of the same. In

any case the equipment should be made workable and available not later than the Next Business Day.

- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 95% of the time on a 24x7x365 basis.
- f) In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) Any penalty due during the Warranty period will be adjusted against the 5% retention money retained by the Bank. For purpose of calculating penalty, uptime is calculated as under :

Uptime(%)= $\frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$

Total hours during the month = No. of working days x 8

- h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 30 days.
 - i) **Preventive maintenance:** The VENDOR shall conduct Preventive Maintenance during warranty and AMC (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
 - j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
 - k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
 - l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
 - m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.

8. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
9. However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
 - (a) NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
11. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c),(d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
12. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.

13. Future additions of Hardware / Software:

14.1 The Bank would have the right to:

- a) Shift supplied systems to an alternative site of its choice.
- b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house. provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

15. CONFIDENTIALITY:

15.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest

confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. the VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

- 15.2 The VENDOR/Bank will treat as confidential all data and information about the VENDOR/Bank/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- 15.3 In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10% of the contract value on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

16. Facility Management Services (FMS)

Facility Management is required to manage the Solar Fencing System setup at SBILD Kanpur. For this purpose one qualified Professionals (well versed with the operations of the system) will be required to remain in the Bank's premises for day to day operations of the equipments from 10.00 a.m. to 6.00 p.m. on working days (other than second and fourth Saturday, days when office is closed and other than bank holidays). However, the engineer will have to work on holidays and after office hours, if necessary. The Facility Management Services will be required from the day of installation as per Bank's requirement.

In case of any change / absence of the onsite Engineer, the same has to be intimated to the Bank in advance along with e-mail address, mobile number(s) and landline number(s) of the new onsite Engineer and/or Service Centre. Failure to intimate such changes will attract a penalty of Rs 2000/- on every default.

ANNEXURE - 3.3.1
BANK GUARANTEE FOR EARLY RELEASE OF 5% RETENTION MONEY

To:

Assistant General Manager (P&E),
State Bank of India,
1st Floor, Local Head Office,
Lucknow

Dear Sir,

**BANK GUARANTEE FOR EARLY RELEASE OF 5 % RETENTION MONEY AS SET
OUT IN THE SBI RFP NO. RFP No. LUC/SBILD/KAN/202404001 Dated**

GUARANTEE NO: _____
AMOUNT: Rs. _____
GUARANTEE COVER FROM _____ TO _____
LAST DATE OF LODGEMENT OF CLAIM _____
(2 months after expiry of warranty)

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

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

and it has been agreed that a payment of Rs. _____ (Rupees _____ only) will be made to the vendor representing balance 5% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnessed that in consideration of SBI agreeing to release a sum of Rs. _____ (Rupees _____ Only) representing balance 5% of the consideration amount payable to the vendor in terms of, the said agreement, we _____ (Bank) having our head office at _____ and amongst other places, a branch at _____ (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the under takings or committing default in fulfilling any obligation arising out of said agreement, we

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

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

4. (a) This guarantee shall remain valid until (date which is 2 months after expiry of warranty
Signature and seal of the bidder

period), or until discharged by SBI in writing.

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

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

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

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

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

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

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

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

b) This Bank Guarantee shall be valid up to (date which is 2 months after expiry of warranty period) and

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

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

Dated this day of..... 2024 at

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

Authorised Signatory in favour of the Bank

Designation

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

ANNEXURE - 3.3.2
PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2024 by (name of the Bank)..... having its Registered Office atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at State Bank of India, Local Head Office, Lucknow hereinafter referred to as "**the Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns). WHEREAS

The State Bank of India, having its Corporate Office at State Bank Bhavan, Madam Cama Road, Mumbai - 400021 (hereinafter called the 'Bank') has invited quotations for supply of hardware, software and services,

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupeesonly) as a Bid Security Performance Bank Guarantee.
2. M/s. _____, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs...../- (Rupeesonly)

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the State Bank of India, their Successors, Assigns that in the event of the State Bank of India coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the State Bank of India, pay without demur to the State Bank of India, a sum of Rs...../- (Rupeesonly) or any lower amount that may be demanded by the State Bank of India. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupeesonly)
2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupeesonly) as aforesaid shall be paid by us without any demur or protest, merely on demand from the State Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the State Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the State Bank of India within **24 hours** from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the State Bank of India under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the State Bank of India and the vendor.

This guarantee shall not be revoked by us without prior consent in writing of the State bank of India.

We hereby further agree that-

- (a) Any forbearance or omission on the part of the State Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of India to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../-(Rupeesonly)
- (b) Our liability under these presents shall not exceed the sum of Rs...../-(Rupeesonly)
- (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- (d) This guarantee shall remain in force upto provided that if so desired by the State Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (e) Our liability under these presents/guarantee shall remain in force till unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the State Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the State Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- (f)The Guarantee shall be a continuing Guarantee and liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by -
- (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
- (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
- (iii) any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
- (iv) any change in the constitution/structure or management of the Bank
- or
- (v) any dispute between the Bidder and the Bank.
- (g) This guarantee shall be governed by Indian Laws and the Courts at Lucknow and/or Kanpur, India alone shall have the jurisdiction to try & entertain any dispute arising out of this

guarantee.

Notwithstanding anything contained herein :

- (d) Our liability under this Bank Guarantee shall not exceed Rs...../-
(Rupeesonly)
- (e) This Bank Guarantee shall be valid upto.....
- (f) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

Authorised official

ANNEXURE - 3.4

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF
THE HARDWARE / SOFTWARE / SERVICES**

Date:

M/s.

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

- a) Bid No. _____ dated _____
- b) Description of the Solution _____
- c) Quantity _____
- d) Date of commissioning _____
- e) Date of acceptance test _____

2. Details of products not yet supplied and recoveries to be made on that account:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

3. The Vendor has fulfilled his contractual obligations satisfactorily*

or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

Signature and seal of the bidder

5. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.