

(Technical Bid)**HIRING OF ONE 400 KVA SILENT DIESAL GENERATOR SET FOR
ADMIN. OFFICE BUILDING, INDORE.**

Sl. No.	Description
(a)	Tender ID BHO201910001
(b)	Tender Name HIRING OF ONE 400 KVA SILENT DIESAL GENERATOR SET FOR ADMIN. OFFICE BUILDING, INDORE.
(c)	Start Date of Tender 03.10.2019
	Ending Date of Tender 17.10.2019
(d)	Tender Fee Amount Rs.3000.00 (Rupees three Thousand only) to be paid only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A.

NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), Circle Office, at Mezzanine Floor, State Bank of India, Local Head Office, Hoshangabad Road, Bhopal (M.P.)- 462011, on behalf of State Bank of India, Admin. Office, Indore invites e- tenders from the empanelled/approved vendors with SBI, LHO Bhopal through SBI service provider M/s. E-Procurement Technologies Pvt. Ltd., Ahemdabad who receive the NIT for Hiring of one **400 KVA Silent (Acoustic) Diesel Generator set for Admin. Office Building, Indore.**

Note:The vendors should possess valid digital signature for participation in the e-tendering process.

Details of the tender are as under:-

1.	Name of Work and location of work	Hiring of one 400 KVA silent DG for Admin. Office building, Indore.
2	Cost of Tender processing fee	Rs.3000 (Rupees three thousand Only) (Non-Refundable) to be credited only through State Bank Collect (SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A .The receipt generated with the Reference No. will be submitted along with the Technical Bid as a proof for payment..
3.	Earnest Money Deposit (EMD)	Rs.15,000/- (Rupees fifteen Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of " SBI Infra Management Solutions Pvt. Ltd. " Payable at Bhopal, which is to be submitted along with the Tender Application fee in a separate envelope super scribing "EMD" & Tender Application fee and should be sent to Vice President, SBIIMS, Circle Office, SBI, LHO Building Mezzanine Floor, Bhopal. Without EMD * Tender application fee, the Tender will be rejected.
4	Start Date of Tender Close Date	03.10.2019 17.10.2019
5	EMD & Tender Application fee	The following Documents should be submitted in a sealed envelope superscribed " EMD & Tender application fee for hiring of one 400 kva silent DG set for AO building, Indore " addressed to the Circle Head, SBIIMS, Bhopal Circle, SBI Local Head Office Mezzanine Floor SBI Bhopal, LHO Building Hoshangabad Road, Bhopal- 462011 and should reach on or before 03.10.2019 up to 03:00 PM :-

		<p>i) <u>Tender Processing Fee</u> amounting to Rs 3000.00 (Rupees three Thousand only)(Non-Refundable) to be credited only through State Bank Collect (SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A The receipt generated with the Reference No. will be submitted along with the Technical Bid as a proof for payment.</p> <p>ii) <u>Earnest Money Deposit (EMD)</u> amounting Rs. 15,000.00 (Rupees fifteen Thousand Five Hundred only).</p> <p>iii) <u>The Process Compliance Form as at Annexure-I</u> duly filled, signed and stamped by the Bidder as token of acceptance of all the terms & conditions stipulated in this tender, which is also to be e-Mailed to the Service Provider for conducting e-Tendering Process.</p> <p>The Bidder, who failed to submit any of the above mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in subsequent online sealed Price Bid submission. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.</p>
6	Technical & Price Bid	<p>Vendors should upload the Technical Bid duly accepted and signed alongwith the required documents. The Lowest Bidder will be finalized from the Price Bid submitted by the Contractors/Vendors through the service provider .The Details of the events is as under:-</p> <p>Only the bidders who qualified in Technical Bid (submitted Tender Processing Fee, EMD and Process Compliance Form) will be eligible to participate in the Online Sealed Price Bid submission of this e-Tendering Process. The bidder should have valid digital signature for participation in the e-tendering process.</p>
8	Validity for Offer	3 (Three) Months from the date of opening of Price-Bid
9	Time for completion of work.	30 days from date of Purchase Order.
10	Performance Bank Guarantee	5% (including EMD) of the contract amount shall be submitted as Performance Bank Guarantee. This amount will be kept with the Bank till the completion of the contract period.
11	Contract period	The initial period of contract is for three years renewable for further period of three years at the discretion of the Bank with same rate, terms and conditions, subject to satisfactory services. However, Bank reserves the right to terminate the contract for a lesser period if it desires, so.
12	Deduction of income tax and ST works	As per Central / State Government rules from time to

	contract tax etc.,	time.
13	Terms of payment	i) No advance is payable. ii) The hire amount shall be payable on monthly basis at the end of each month.
14	Delay for Commission	If the bidder is not able to supply within 30 days from date of issue of work order. The EMD will be forfeited.
15	Contact Person, Phone No and Mail Id for any clarifications	Contact Shri. D.N Rajolia, 0755-2572551, email-ID Headbho.sbiims@sbi.co.in

16. SBIIMSPL reserve the right to reject any or all the tenders without assigning any reason whatsoever.

**Vice President & Circle Head
SBIIMS, CO., Bhopal**

Annexure-A

The steps involved in making the payment through SB Collect are as under :-

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

NOTE : Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.

**Vice President & Circle Head
SBIIMS, CO., Bhopal**

GENERAL INSTRUCTION AND INFORMATION TO THE CONTRACTORS:

1. The rates quoted for the hiring of DG set by the bidder shall comply with the Specifications of the Diesel Generator Set given in this document. No other model is acceptable.
2. Price bid of only Technically qualified agencies will be opened.
3. Bids not satisfying SBIIMS terms and conditions shall be rejected.
4. Non-submission of required documents i.e. EMD and tender application fee, incomplete Bids will be rejected.
5. All the Bidders are requested to note that SBIIMS will not accept any conditional Bids and same will be rejected.
6. The Hire charges quoted shall be inclusive of operator charges, night duty allowances, Overtime charges, Generator maintenance charges, cover the breakdown charges, battery replacements, coolant top up, lube oil top up or periodic replacement filters etc.
7. Payment Terms: The payment to the Contractor will be released on submission of monthly bills after deducting the IT and any other taxes at source, as applicable from time to time.
8. Bank reserves the right to terminate the contract with a **1-month prior notice**.
9. Contractors are advised to inspect the site before quoting. The Bidder should satisfy him-self of the scope of work before quoting the rates and clear the doubts if any. No deviation of conditions or request for change of specifications or additional rate will be entertained at any stage.
10. EMD shall be returned to the unsuccessful Bidder as soon as the contract is finalized and the EMD of the successful Bidder shall be kept as a security deposit with us till the contract term is over. The contractor shall submit the PBG for the sum equivalent to 5% of the contract value in the enclosed format as required. Once PBG submitted the EMD will be returned.
11. All men and machinery have to be covered under suitable insurance and a copy of insurance policy for the operator and the equipment has to be furnished to the Bank immediately after installation.
12. Bank/SBIIMS is not liable to pay any compensation for the damages to men and machinery under any circumstances.
13. SBIIMS does not bind itself to accept the lowest Bid and reserves to itself the right to reject any or all the Bids received without, assigning any reason.
14. Final award of the contract will be subject to the approval of the Competent Authority in the Bank.

SCOPE OF THE CONTRACT:

1. The contractor has to supply and install the AMF panel (Automatic Mains Failure Panel along with the DG set The DG set should be silent type (Acoustic) and the noise level of the DG set should be less than 75 dbs . Operating time of Diesel Generator set is 24X7 hours. Wherever manual operation is required, qualified operator(s) on shift basis shall be provided by the contractor for 24 hrs. including Sundays and holidays.
2. Operation also includes topping of fuel, changeover operations etc., wherever Auto Main Failure (AMF) is provided, the contractor to monitor on a day to day basis, the fuel level, topping if required and provide an operator in case of AMF failure. No additional charges will be paid for the same.
3. No additional rent or operator charges will be paid for operation on any holidays and weekends.
4. **Minimum wages as prescribed by the Central labour act. shall be payable to the operator(s) by the contractor as the case may be.** The Contractor shall bind himself and shall indemnify and hold the SBIIMS harmless, in respect of this contract, including all claims, damages proceedings, Costs, charges and or any expenses whatsoever which may be imposed, enforced or brought against the SBIIMS or any of its Officers or employees for reasons of or consequent upon any breach or default on the part of contract or in respect of violation of any of the provisions of Law / Act / Rules or Regulations having the force of Law or under any Award or decision by any competent Tribunal, Court or Authority in respect of the workmen or any one employed engaged by the Contractor in connection with this contract. This indemnity shall survive even after termination of the contract.
5. **The Contractor shall fully comply with all the applicable laws, necessary permission to run the DG at Admin. Office building Indore. Rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per Income Tax Act, applicable from time to time.**
6. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
7. The Contractor shall be responsible for all the claims of his employees and the employees of the Contractor shall not make and claim whatsoever against the SBIIMS. The Contractor's workmen will not have any right whatsoever to get absorbed in the SBIIMS.

8. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases.
9. The Contractor shall obtain adequate insurance policy/policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc. The Contractor shall provide weekly off / holidays to his workmen as per applicable laws / labour laws but it will be his responsibility to ensure uninterrupted services on all days.
10. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.
11. The contractor shall arrange/provide required length of cable for connecting the DG set to the existing mains panels and necessary termination.
12. Contractor shall be responsible for the safe and secured practice of installation of the DG sets. Any damages during the above shall be rectified by the contractor at his cost or the damages shall be recovered from the Security deposit.
13. All necessary tools like clamp meter, drilling machines and pliers, multimeter and other essential tools for effective maintenance of the Diesel Generator equipments shall be provided by the contractor.
14. ESI, EPF, labor registrations, Insurance coverage and other statutory requirements for the operator is mandatory and the contractor is responsible for compliance of all the rules & regulations.
15. Contractor shall arrange for comprehensive maintenance of their Diesel Generator set as prescribed by the supplier for reducing the breakdowns to the minimum and for uninterrupted operation of Diesel Generator set.
16. All the maintenance expenses including replacement of spares for the Diesel Generator set along with periodic replacement of lube oil shall be borne by the contractor.
17. The Contractor /owner of the Diesel Generator set has to arrange at their own cost all necessary approval from State / Central Government or any other Statutory body including environmental clearance, if required, for installation and running of Diesel Generator set at respective sites.
18. The contractor shall arrange for diesel and the cost will be reimbursed to them along with the transportation charges on an actual basis on production of receipt / Bill duly certified by the Officer in Charge / Engineer. Bank may also arrange diesel at its own.
19. Owner / Contractor of Diesel Generator set has to keep the diesel in safe custody under proper care at the site and has to ensure the safety of the location.
20. Owner / Contractor of the Diesel Generator set has to bear the installation / transportation charges of Diesel Generator set.
21. Owner / Contractor of the Diesel Generator set has to maintain a log book at the site to record the following:
 - i)MSEB power failure.
 - ii) Power resumption.
 - iii) Time for which the generator was operational (Generator off and on timings).
 - iv) Consumption of diesel.

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

22. The generator downtime shall be kept to the minimal and in case of major break downs, standby arrangement free of any additional cost to the Bank shall be made within 24 hours from the time of breakdown.
23. Failure to rectify the system within 24 hours shall attract a penalty of two day hire charges for every day of failure till the system is made operational.
24. The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises.
25. All statutory requirements shall be at the cost and consequences risk of the contractor / firm.
24. Self-start Battery condition shall be well maintained for trouble free operation.

TERMS AND CONDITIONS

1. The Bid form of the Technical bid must be filled in English.
2. Each and every page of the Bid document must be signed and stamped by an authorized person.
3. The Bids must be submitted in the prescribed format only. The Bidder must quote the rates and amount in the Bill of Quantities.
4. No alterations which are made by the Bidder in the specifications or in probable quantities accompanying the Bid, will be recognized and the Bid is likely to be invalidated. Remarks and explanations should be given in a separate cover along with EMD and will become binding only if specially accepted in writing by the Bank at the time of acceptance of Bid.
5. The Bidder must obtain for himself in his own responsibility and at his own expenses all the information necessary for the purpose of filling the Bid and to enter into a contract with the SBIIMS, he must examine the specifications, conditions etc., and must inspect the site of work and must acquaint himself with all the local conditions and matters pertaining thereto.
6. The Bidder shall also bear all expenses in connection with the preparation and submission of this Bid.

7. EARNEST MONEY DEPOSIT (EMD)

The Bidder shall deposit the required EMD in the form of a draft drawn/ Banker's Cheque on any schedule bank at the time of submission of the Bidas explained above. Bank is not liable to pay any interest on Earnest Money.

The EMD for unsuccessful Bidder shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful Bidder shall be retained as part of Security Deposit and for the due fulfillment of the contract. If the successful Bidder refuses to take up the work/does not start the work in time the EMD will be forfeited and the work order will be cancelled.

8. SECURITY DEPOSIT (ISD)

The EMD will be released against performance Bank Guarantee of 5 % in the form of Bank Guaranty as per format approved by the Bank. The EMD/PBG shall be released after the expiry of contract. Security deposit shall not bear any interest.

The contractor should strictly adhere to the completion time schedule.

9. LIQUIDATED DAMAGES:

If the work is not completed in the specified time, the contractor will be levied liquidated damages @ ½% per week subject to a maximum of 5% of the contract amount.

10. TAX DEDUCTION AT SOURCE:

IT and any other applicable taxes will be deducted at source as per the rates prevalent at the time of payment of bill.

11. The Bids submitted shall remain valid for acceptance for a period of 90 days from the date of their opening. Should any Bidder withdraw his Bid before the expiry of the said period or makes any modifications to his Bid, the Bid shall be treated as having been rejected or abandoned and his EMD will be forfeited.

12. **The SBIIMS does not bind itself to accept the lowest Bid and reserves to itself the right to reject any or all the Bids received without assigning any reasons thereof.** Further, the bank reserves the right to award any portion of the work to different Bidders or to award the entire work to one Bidder.

13. The Bidder whose Bid is accepted is bound to execute a formal agreement with the SBI in accordance with the draft agreement which will include the notice inviting Bid, conditions, other papers therein, special conditions, all drawings and specification etc., but his liability will commence from the date of the written acceptance of the Bid whether the formal agreement is drawn or not.

14. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

15. The compensation or other sums of money payable by the contractor to the SBIIMS under the terms of contract may be deducted from his EMD if the amount so permits and the contractor shall unless such deposits become otherwise payable within ten days, after such deductions, make good in cash the amount so deducted.

16. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the SBIIMS / Bank's OFFICIAL.
17. On acceptance of the Bid, the contractor shall in writing inform the SBIIMS names of his accredited representatives who will be responsible to take instructions from the SBIIMS.
18. The contractor shall be required to co-operate and work in accordance with such other agencies / specialists as may be employed by the Bank on other work/sub works in connection with the work.
19. The contractor is required to comply with all acts of Government relating to labour and the rules and regulations made there under from time to time and submit at the proper times all particulars and statements required to be furnished to the labour authorities.
20. In carrying out the work, the contractor shall comply with the provisions of the safety code. The work has to be carried out in such a way that minimum inconvenience to the day-to-day working of the branch/office/occupants.
21. The rates shall be inclusive of cost of materials, labor, scaffolding, ladders, lifting of the materials, shifting the furniture and keeping them back, cleaning the floor etc. but exclusive of GST. **GST will be paid extra as per applicable.**
22. SBIIMS will not take any responsibility to provide any material including water / electricity. However, contractor may use the available water / power supply without causing any inconvenience to the Bank functioning.
23. The work shall be carried in such a way that no inconvenience is caused to the staff during working hours and the premises should be kept neat and clean daily after work
24. All the debris shall be removed and transported to remote place outside the premises at his own cost.
25. No advance will be paid for purchase of material. Hiring charges will be released on monthly basis by the Bank.
26. The contractor shall be deemed to have satisfied himself before Biding as to the correctness and sufficiency of his Bid for the works and the rates and amounts stated in the schedule of quantities and / or the schedule of rates and amount which rates and amounts shall expect as otherwise provided cover all his obligations under the contract and all matters and this necessary for the proper completion of the works.
27. The contractor shall indemnify the employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay

all royalties, license fee, damage, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

28. The employer is entitled to deduct all taxes and rates as per existing laws and rules, from any moneys due or that may become due to the contractor. The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages cost and expenses which may be brought or made against the employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any act or sections, Central or State rules and regulations Bye laws of local authorities Panchayat, Collector of any other companies relating to or in water, light or amenities at the site.
29. The costs of the tests and of the materials and labour and equipment, involved in the testing operations shall be borne by the contractor.
30. Work not to be sublet: The whole of the works included in the contract shall be executed by the contractor who shall not directly or indirectly transfer, assign or mutilate the contract or any part thereof or interest therein without the written consent of the employer and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.
31. Responsibility for safety of building: The contractor shall be responsible the safety of the works (including the materials temporary buildings and plants) until they are taken over by the employer and they shall stand at their risk and be in the sole charge of the contractor who shall be responsible for and must with all possible speed make good all damage from whatever cause.
32. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insures should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fine or other such risk had not occurred and in all respects under the same conditions of contract.
33. The contractor, in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as decided by the Bank/SBIIMS.

Diesel charges will be reinversed to the vendor on actual prevailing market rates of the Indore market or Bank may arrange the diesel at its own.

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

The monthly hiring charges are inclusive of

- All applicable taxes excluding GST. However, GST will be paid as applicable.
- Insurance cover of men and machines.
- Cost of lube oil and Coolant etc.
- Comprehensive maintenance of generator.
- Change over switch, Cable for connecting DG set with existing power panel.
- Labour charges for transportation of diesel.
- DG set transport, handling & installation charges at the site.
- All necessary and statutory approval from Govt. and Local body etc.

Note: 1) The bidder has to visit the site and access the requirement before quoting the price.

Signature of the Authorised Signatory
with company stamp

Place:

Date:

SPECIFICATION FOR 400 KVA DIESEL GENERATOR SET AT ADMIN. OFFICE BUILDING, INDORE.

DIESEL GENERATOR SET specification:

Make	Cummins / Kirloskar / Mahindra / Ashok Leyland / Volvo / Caterpillar.
RPM	1500 RPM Frequency 50 HZ
Capacity	400 KVA

Alternator Specification:

Make	Stamford / Kirloskar / NGEF
Capacity	400 KVA at 0.8PF
415 v, 3 PH, 4 wires, 50 C/S 1500 rpm	

Self excited and self regulated from no load to full load class
H insulation as per IS: 4722, IP 23 enclosure.

SOUND PROOF ENCLOSURE:

Shall be factory fabricated specially with superior quality acoustic insulation so as to achieve the permissible noise level within the PCB's prescribed norms.

AGE OF DIESEL GENERATOR SET:

Age of DIESEL GENERATOR set shall not exceed 3 years and operating hours shall be less than 5000 hours. Original invoices excise gate pass etc., shall be submitted to us as and when required as a proof of age. Bank can extend the Contract for the further period of 3 years if the services provided are found satisfactory.

Place:
Date:

Contractor's Signature
and seal

Tenderers Details:-

1)	Name of the applicant Address	
	Telephone No – Office	
	Residence	
	Mobile	
	E-mail	
2)	a) Status of Firm / Contractor	Company/ Partnership/ Proprietary /Pvt Ltd
	b) Name of the Proprietor / Partners / Directors	
	i)	
	ii)	
	iii)	
	c) Year of establishment	
3)	Whether registered with Registrar of Companies/firm If so, Number & date	
4)	Registration with tax Authorities	
	a) Income-tax No. PAN/GIR No.	
	b) GST no:	
5)	a) Names of the Bankers with address	

DECLARATION;

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

PLACE:
DATE:

SIGNATURE OF CONTRACTOR
NAME & DESIGNATION

Note: All the Bid papers should be STAMPED AND signed by Contractor.

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

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2019 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 SBIIMS**, A wholly Owned Subsidiary of SBI, having its Head office at Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai and one of its offices at SBIIMS, CO, Hosangabad Road, Bhopal, hereinafter referred to as "SBIIMS" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support (name of Services) (hereinafter referred to as "**Services**") to SBIIMS in accordance with the Request for Proposal (RFP).

WHEREAS, SBIIMS has agreed to avail the Services from the Service Provider for a period of _____ year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs._____-/- (Rupees _____ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs._____-/- (Rupees _____ only) to SBIIMS, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBIIMS shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs._____-/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBIIM having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfil its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBIIMS, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBIIMS, pay SBIIMS forthwith the sums so demanded by SBIIMS in each of the demands, subject to a cumulative maximum amount of Rs._____/-(Rupees _____only).
2. Any notice / communication / demand from SBIIMS to the effect that Service Provider has failed to fulfil its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBIIM, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBIIMS and the Service Provider.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBIIMS.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- (i) Any neglect or forbearance on the part of SBIIM to Service Provider or any indulgence of any kind shown by SBIIMS to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBIIMS at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBIIMS or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBIIMS can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of __ years from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

- (vii) This guarantee shall be governed by Indian Laws and the Courts in Indore, lone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupeesonly)

(b)This Bank Guarantee shall be valid upto.....

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBILMS 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

Place:

Date:

ARTICLES OF AGREEMENT (Draft)

ARTICLES OF AGREEMENT made the _____ date of _____ between SBI....., having its office atis the Owner the one part and M/s.....providing the 400 KVA DG set on hiring basis hereinafter called "the Service Provider" of the other Part and

WHEREAS the SBIIMS PVT.LTD. ON BEHALF OF SBI is desirous of

AND WHEREAS the said Drawings numbered _____ to _____ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth herein in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said conditions") the works shown upon the said Drawings and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount")

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The SBIIMS (Employer) shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said
- 3) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 4) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 5) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire project to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.

- 6) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil, interior installation of lifts, Telephone, electrical installations, fittings air-conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
- 7) The SBIIMS reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 8) Time shall be considered the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 7th day after the date of issue of formal work order as provided for in the said Conditions whichever is late.
- 9) All payments shall be made by the SBI under this Contract.
- 10) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bhopal and only the Courts in Bhopal shall have jurisdiction to determine the same.
- 11) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ by the
(SBIIMS)

hand of Shri _____

(Name and Designation)

(Signature)

in the presence of :

- 1) Shri / Smt. _____ (Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED
by the Contractor

(Signature of Contractors)

in the presence of :

1) Shri / Smt. _____ (Signature of Witness)

Address _____

(Witness)