

### Notice inviting Bid

No:GITC/CGMOPS/EST/SS/306

DATE:09.11.16

Name of work	PROCUREMENT OF 250KVA DG SET WITH AMF PANEL FOR MTNL BUILDING BELAPUR , NAVI MUMBAI
Bid participation fee (Non refundable)	Rs2000/-
EMD to be enclosed with the Bid. DD/BC or BG as mentioned in clause 4.	Rs20,000/- (without EMD Bid will be rejected) Bidders claiming exemption may submit valid NSIC certificate
Eligibility of Contractor	As per Annexure E
Bid document available for download from Bank's website	10.11.16 to 01.12.16
Date & time for seeking clarifications	24.11.16 at 17:30hrs {All communications regarding points / queries requiring clarifications shall be given in writing to AGM(Estate) or by e-mail at email addresses given below }
Date of Pre-bid meeting	25.11.16 at 11:30hrs
Date of uploading clarification in Bank's website	28.11.16
Date of submission of Bid	02.12.2016 by 15:00hrs
Date & time of opening of Technical Bids	02.12.2016 at 15:30hrs {In case the date of opening of Bids is declared as a holiday, the Bids will be opened on the next working day at the same time. The BIDDER or their representatives, if desired, may remain present at the time of opening of the bids. However, Bids would be opened even in the absence of any or all of the bidders representatives}
Validity of Offer	180days from the date of opening
Defects liability Period	1(one) year from the date of commissioning
Completion period of the work	6 weeks from the day of receipt of order. Time is the essence of the Contract.
Liquidated Damages	Delay will be penalized suitably @1 % per week of delay upto a maximum of 10% of contract value.
Bid to be submitted to	The Asst. General Manager Estate Department State Bank of India 1st floor, GITC

	Plot no:9,10,11 - Sector 11, CBD Belapur Navi Mumbai-400 614
Place of opening the Bids	- As above -
For any clarification, please contact	Chief Manager(Electrical) – 9004414568, 27577388 <a href="mailto:Sbi.11342@sbi.co.in">Sbi.11342@sbi.co.in</a> <a href="mailto:Dgm.fnoa@sbi.co.in">Dgm.fnoa@sbi.co.in</a> <a href="mailto:s.shan@sbi.co.in">s.shan@sbi.co.in</a> <a href="mailto:mariappan.m@sbi.co.in">mariappan.m@sbi.co.in</a>
e-Reverse auction	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.  All the participating bidders must have valid digital certificate (DC) or arrange to take the DC before the e-auction. No excuses will be allowed in this regard.
<b>e-Procurement service provider</b>	e-Procurement Technologies Pvt. Ltd. (abcprocure.com) B-705, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- 91 - 079 - 4001 6860 / 6861 / 079 - 4001 6863 / 6864 / 6877 Fax:- 91 - 079 - 4001 6876 <a href="http://SBI.abcprocure.com">http://SBI.abcprocure.com</a>

## **PART – 2 DISCLAIMER**

The information contained in this Request for Proposal (RFP) 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 RFP 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 RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP 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 RFP. No contractual obligation whatsoever shall arise from the RFP 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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 RFP.

The issue of this RFP 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.

## **INSTRUCTIONS TO THE BIDDERS**

### **1.0 Scope of Work**

Sealed Bids are invited by State Bank of India, GITC, CBD Belapur for the work of Supply, installation, testing, commissioning and maintenance of soundproof 250 KVA DG Set along with Automatic Main Failure (AMF) panel suitable as per technical specifications at MTNL building at Belapur.

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 Site and Its Location**

The proposed work is to be carried out at MTNL Building, Plot No.22, Sector 11, Belapur, Navi Mumbai

### **2.0 Bid Documents**

2.1 The work has to be carried out strictly according to the conditions stipulated in Bid consisting the following documents and in the most workman like manner,

- \_ Instructions to Bidders
- \_ General Conditions of Contract
- \_ Technical Specifications
- \_ Price Bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below :

- \_ Price Bid
- \_ Technical Specifications
- \_ General Conditions of Contract
- \_ Instructions to Bidders

2.3 Complete set of Bid documents can be downloaded from the Bank's website [www.sbi.co.in](http://www.sbi.co.in) under the link **Procurement News** during the period mentioned in the NIT

### **3.0 Site Visit**

3.1 The Bidder 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 Bid document and enter into a contract for the satisfactory performance of the work. The Bidder is requested to 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 local authorities requirement, traffic regulations etc; The Bidder will be fully responsible for considering the financial effect of any or all the factors while submitting his Bid.

### **4.0 Earnest Money Deposit**

4.1 The Bidder shall furnish, as part of its Bid, an EMD as stipulated.

The Bidders are requested to submit the required Earnest Money in the form of

- i) Demand Draft or Banker's Cheque in favour of "State Bank of India" drawn on any Bank in India.
- ii) Bank Guarantee as per Annexure-1, issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai and valid for a period of 180 days. In case the bidder opts to give Banker's Cheque or Demand Draft, he will have to give another BG or DD well before expiry of earlier BC/DD having validity of 90 days.. Where bidder chooses to furnish Bank Guarantee as EMD, the BG needs to be valid for 180 days + 30 days for claim period.

iii) In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

iv) Bidders claiming exemption from submission of the EMD shall submit valid NSIC certificate

**Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.**

4.2 EMD in any other form other than as specified above will **not be accepted**. Bid not accompanied by the EMD as above shall be rejected.

4.3 No interest will be paid on the EMD.

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

4.5 EMD of successful Bidder will be retained as a part of security deposit.

4.6 The EMD shall stand absolutely forfeited :-

- i) if the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open acceptance by the SBI (or)
- ii) after the bid is accepted by SBI, the vendor fails to enter into a formal agreement (or)
- iii) they fail to pay the initial security deposit as stipulated (or)
- iv) they fail to commence the work within the stipulated time.

## **5.0 BID SUBMISSION**

**Only those bidders satisfying the eligibility criteria as per Annexure E need to apply.**

The bidders should submit the bids in two separate sealed NON-WINDOW envelopes

**Cover I** The first cover(Technical bid) will contain the following in the serial order as given below

- A) Bid participation fee
- B) Earnest Money Deposit(EMD) Annexure-1
- C) Undertaking to be submitted by the bidder in his letterhead Annexure-A
- D) Basic information of the bidder as per Annexure-B
- E) The entire bid document (downloaded from our website) consisting of Instructions to the bidders, General Condition of contract and Technical specification etc. duly signed and stamped on all the pages.
- F) **Manufacturer's Authorization Form** as per Annexure-C
- G) SLA – Annexure-D
- H) Eligibility Criteria –Annexure E

While submitting the Technical Bid, literature on the product, if any, should be segregated and kept together in one section / lot. The other papers like EMD, Forms as mentioned above etc. should form the main section and should be submitted in one lot, separate from the section containing literature.

**Any Technical Bid not containing the above will be rejected. The Technical Bid should NOT contain any price information. Such Bid, if received, will be rejected.**

**Cover II** Second Cover will contain

The Indicative Price bid only (duly filled in, signed and stamped)- Annexure F

**Note:** The price bid will be opened only if the Bid is **unconditional and the bidder qualifies as per eligibility criteria and meets technical specifications.**

**The rates shall be inclusive of all costs involved including applicable taxes, Excise duty, cess, octroi, LBT, service tax, cost of materials, transport charges, labour for installation, loading and unloading the DGsets and panels etc.**

The contractor shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

**Late Bids** : Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

## **6. Opening and Evaluation of Bids**

### **6.1 Opening of Technical Bids by the Bank**

6.1.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.

6.1.2 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### **6.2 Preliminary Examination**

6.2.1 The Bank will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents duly signed, and the Bids are generally in order.

6.2.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

6.2.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

6.2.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **6.3 Technical Evaluation**

6.3.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

6.3.2 The Bank will evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

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

### **6.4 Evaluation of Price Bids and Finalisation**

6.4.1 Only those Bidders who qualify in Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by the Bank's authorized e-Procurement service provider.

6.4.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction.

6.4.3 The successful bidder is required to provide price breakup in Annexure- G within 48 hours of conclusion of the Reverse Auction.

## **6.5 Contacting the Bank**

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

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

## **6.6 Award Criteria**

6.6.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

6.6.2 The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

### **6.6.3 Bank's right To Accept Any Bid and to reject any or All Bids:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

## **6.7 Notification of Award**

6.7.1 Soon after discovery of prices through reverse auction, (in any case, prior to expiration of the period of Bid validity), the Bank will notify the successful Bidder in writing, that his Bid has been accepted.

6.7.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 15 days of receipt of the communication.

6.7.3 Upon notification of award to the L1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

## **6.8 Security Deposit / Performance Bank Guarantee**

6.8.1 Total security deposit shall be 10% of contract value.

6.8.2 The successful Bidder will have to submit a sum equivalent to 10% of contract value by means of D/D drawn in favor of State Bank of India within a period of 15 days of acceptance of Bid or PBG for 10% of the contract value as per the enclosed format. If the successful bidder who has claimed exemption under NSIC for submission of EMD at the time of bidding should also submit Security Deposit. No exemption in this regard will be given.

The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (PBG) equivalent to 10% of the value of the contract. The PBG will be for the period of the contract with claim period of 3 months after date of expiry of PBG.

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

6.8.4 Security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

6.8.5 If security is in the form of Bank guarantee (BG), the validity of BG should be defect liability period **plus three months** as claim period.

## **7.0 Signing of Contract Documents**

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

## **8.0 Completion Period :**

**6 weeks** from the date of Purchase Order or letter of intent. Please note the delivery schedule shall be followed strictly as stipulated. Any delay shall be viewed seriously and attract penalties.

## **9.0 Validity of Bid**

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer ,without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

## **10.0 Liquidated Damages**

The liquidated damages shall be 1 % per week subject to a maximum of 10% of contract value. If the contractor fails

- i) to maintain the required progress in terms of contract (or)
  - ii) to complete the work and clear the site including vacating their office on or before the contracted or extended date (or)
  - iii) completion without justification in support of the cause of delay,
- he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages as mentioned above.

This amount of liquidity damages calculated shall be deducted at the time of making final payment after successful installation and commissioning/completion of work as stipulated.

## **11. Force Majeure**

- (i) Notwithstanding the provisions of General terms and conditions of the Contract, 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.
- (ii) 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.
- (iii) 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.

## **12.0 Rates and Prices**

### **12.1 In case of item rate Bid**

12.1.1 The Bidders shall quote their rates for individual items both in words and figures. In case of discrepancy between the rates 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 amount will be corrected.

12.1.2 The Bidders need not quote their rates for which no quantities have been given. In case the Bidders quote their rates for such items those rates will be ignored and will not be considered during execution.

12.1.3 The Bidders should not change the units as specified in the Bid. If any unit is changed the Bids would be evaluated as per the original unit and the contractor would be paid accordingly.

The Bidder 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.

12.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

12.1.5 Each page shall be totaled and the grand total shall be given.

12.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, VAT, levies, etc.

## **13.0 Payment Terms**

13.1 No advance is payable.

13.2 On receipt of complete materials with satisfactory test reports at site installation, Testing and commissioning 90% of cost will be paid.

13.3 The balance of 10% of cost will be treated as Retention money deposit which will be released after the defect liability period of one year from the date of Commissioning the system.

13.4 However, where delivery has been made but installation, testing commissioning could not be carried out due to the site not ready / clear, 80% of cost will be paid.

13.5 Further, 10% will be paid on completion of installation, testing and commissioning.

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

13.7 Annual Maintenance Charges (AMC) will be applicable post warranty of 1 year and paid quarterly in arrears.

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions**

“Contract” means the documents forming the Bid and the acceptance thereof and the formal agreement executed between State Bank of India (Client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 'SBI' shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and includes the client's representatives, successors and assigns. 'Architects/Consultants' shall mean the finally selected vendor.

1.1.2 'Site Engineer' shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.3 'The Contractor' shall mean the finally selected bidder/vendor, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms or company.

The expression 'works' or 'work' shall mean all the permanent or temporary work described in the 'Scope of Work' and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.4 'Engineer' shall mean the representative of the Bank.

1.1.5 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.

'Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of Bid subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.6 'Specifications' shall mean the specifications referred to in the Bid and any modifications thereof as may time to time be furnished or approved by the Bank "Month" means calendar month.

1.1.7 "Week" means seven consecutive days.

1.1.8 "Day" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

## **2.0 Language Errors, Omissions and Discrepancies**

2.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in **English**.

2.2. The Bid form must be filled in English and all entries must be made by hand and written in ink.

2.3 Each and every page of the Bid document must be signed by an authorized person.

2.4 The Bids must be submitted in the prescribed format only. The Bider must quote the rates and amount in the Indicative price bid. The rates should be written both in words and figures without any erasures and alterations. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the Bider and the correct figures and words neatly rewritten. Over writing is not permitted.

2.5 In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order shall apply.

i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.

iv) Between the duplicate/subsequent copies of the Bid, the original Bid shall be taken as correct.

a. Errors in the Bill of Quantities (BOQ), rates and amount shall be dealt with in the following manner :

i) In the event of a discrepancy between the rates quoted in words and the rates in figures, the rate in words shall prevail.

ii) In the event of an error occurring in the amount columns as a result of wrong multiplication and extension of unit rate and quantities, the unit shall be regarded as firm and the amount shall be amended accordingly.

iii) All errors in totaling the amount column and in carrying forward, the totals shall be corrected.

**If the bidder does not accept the correction of errors as stipulated above, the bid will be rejected.**

### **3.0 Ownership of specifications**

All specifications furnished by the SBI are the properties of the SBI. They are not to be used on other work.

### **4.0 Schedule of work**

The work shall be executed in accordance with the scope of work (BOQ) and the contractor shall prepare a detailed programme/schedule indicating the date of start and completion of various activities on receipt of the work order and submit the same to the Bank.

### **5.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be of **best** quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the Bank, he shall be removed from the site immediately.

### **6.0 Permits, Laws and Regulations**

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy in the specifications, he shall promptly notify the SBI in writing under intimation of the Bank. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

### **7.0 Protection of works and property**

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control. He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The

contractor shall take insurance covers at his own cost. The policy may be taken in joint names of the contractors and the SBI and the original policy may be lodged with the SBI.

### **8.0 Inspection of Work**

The SBI or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI, Bank and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization, a wing of Central Vigilance Commission.

### **9.0 Assignment and subletting**

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI and no undertaken shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

### **10.0 Quality of Materials, Workmanship & Test**

- (i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank instructions and shall be subject from time to time to such tests as the Bank may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials
- (ii) The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specifications or BOQ.

### **11.0 Obtaining Information related to execution of work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

### **12.0 Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Bank may consider necessary until the expiry of the defects liability period and AMC period, stated hereto.

### **13.0 Variations:**

No alteration, omission or variation ordered in writing by the Bank shall vitiate the contract. In case the Bank thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Bank shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications without previous consent in writing of the Bank and the

value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank and the same shall be added to or deducted from the contract value, as the case may be.

The quantities indicated in the BOQ are only probable quantities and are liable to alteration by omission, reduction or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates

#### **14.0 Valuation of Variations**

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Bank with the concurrence of the SBI as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a)
  - i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
  - ii) Rates for all items, wherever possible should be derived out of the rates given in the price breakup given after the reverse auction.
- b) The net prices of the original Bid shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Bank of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Bank shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

#### **15.0 Final Measurement**

The measurement and valuation in respect of the contract shall be completed within **six weeks** of the virtual completion of the work.

#### **16.0 Virtual Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the SBI.

- a) Clear the site of all wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Remove all rubbish, debris etc from the site and shall clear, level and dress the site as required by the SBI.
- c) All defects/imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Bank for the certificate. If the Bank is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Bank shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a

waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

### **17.0 Insurance of Works**

17.1 Without limiting his obligations and responsibilities under the contract, the contractor shall insure in the **joint names of the SBI** and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Bank the policy of insurance and the receipts for payment of the current premiums.

17.2 The contractor shall within 7 days from the date of commencement of the works at his cost and keep them insured until one month after the works and taken over by the employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insures generally provide cover in a CONTRACTOR'S ALL RISK POLICY' with Names of the employer and contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer only and consultant and surveyor's fees for assessing the claim and in connection with his services generally in reinstatement sub contractor or employee. The contractor shall deposit the policy and receipts for the premium paid with the Bank within a week of the date of commencement of the work unless otherwise instructed by the Bank on his behalf may be due or that may become due to the contractor.

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 fire or other such risk had not occurred and in all respects under the same conditions of contract.

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.

### **18.0 Damage to persons and property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

a)Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

b)Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

**19.0 Responsibility for safety of building :** The contractor shall be responsible the safety of the works 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.

#### **20.0 Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank in this behalf.

#### **21.0 Third Party Insurance**

21.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works.

21.2 Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Bank the policy or policies of insurance cover and receipts for payment of the current premiums.

21.3 The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

#### **22. Accident or Injury to Workmen**

22.1 The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### **22.2 Insurance against accidents etc to workmen**

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time any person employed by him on the works and shall, when required, produce to the Bank such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Bank when required such policy of insurance and the receipt for the payment of the current premium.

### **22.3 Remedy on Contractor's failure to insure**

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

22.4 Without prejudice to the other rights of the SBI against contractors, in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

### **23.0 Time for completion**

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within the period stipulated in the Bid. If required in the contract or as directed by the Bank, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

### **24.0 Extension of Time**

If, in the opinion of the Bank, the work be delayed for reasons beyond the control of the contractor, the Bank may grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the Bank in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Bank shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages as stated in GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

### **25.0 Rate of progress**

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Bank. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Bank too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Bank shall thereupon take such steps as considered necessary by the SBI to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the SBI neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

### **26.0 Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the SBI, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the SBI. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the SBI at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

### **27.0 No compensation for restrictions of work**

If at any time after acceptance of the Bid SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the SBI shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

### **28.0 Suspension of work**

i) The contractor shall, on receipt of the order in writing of the Bank (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Bank.

ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above :

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

### **29.0 Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit

the SBI shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

a) To rescind the contract (of which rescission notice in writing to the contractor by the SBI shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.

b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Bank shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Bank as to the value of work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Bank will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

### **30.0 Bank's Right to Terminate the Contract**

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Bank.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

a) Has abandoned the contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI written notice to proceed, or

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI that the said materials

were condemned and rejected under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI, may notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through, their agents or employees may enter upon and take possession of the work and all materials lying upon the premises use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials for the works.

When the works shall be completed or as soon thereafter as convenient the SBI shall give a notice in writing to the contractor to remove his surplus materials and should the contractor fail to do so within 14 days after receipt thereof by him the SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

### **31.0 Payment of bills**

The contractor shall be entitled for payment of bills within **15** working days from the date of submission of bills to SBI. The SBI shall recover the statutory recoveries and other dues including the retention amount from the payment.

The Bank shall have power to withhold the payment if the work or any part thereof is not carried out to their satisfaction.

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.

### **32.0 Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or

proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises& Estate)/Dy.General Manager (Premises) and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Premises& Estate)/Dy.General Manager (premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises& Estate)/Dy.General Manager (premises) in writing in the manner and within the time aforesaid.

ii)The Assistant General Manager (Premises & Estate)/Dy.General Manager (premises) shall give his decision in writing on the claims notified by the contractor.

The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Premises& Estate)/Dy.General Manager (premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Corporate Services) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises& Estate)/Dy.General Manager (premises)

iii)If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy.Managing Director &Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv)Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/Dy.Managing Director &Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Dy.Managing Director &Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

**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.

### **33.0 Water supply**

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same.

### **34.0 Power supply**

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. He shall pay all fees and charges required for the power supply and include the same in his Bided rates and hold the owner free from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

### **35.0 Method of Measurement**

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the Bank shall be final and binding on the contractor.

### **36.0 Maintenance of Registers**

The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time and should produce the same for inspection of SBI/Bank whenever desired by them. 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.

**37.** 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.**

**38.** 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 Bank, 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.

**39.** On acceptance of the Bid the contractor shall in writing inform the Bank names of his accredited representatives who will be responsible to take instructions from the Bank.

40. 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.

41. The work shall be carried in such a way that no inconvenience is caused to the staff during working hours. The premises should be kept neat and clean daily after work

42. The contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the contract be supplied by the employer) machinery, plant tools, appliances, implements, in fact everything necessary or proper for the proper execution of work.

43. It is the responsibility of the contractor to get all the necessary approvals from various agencies like **MSEDCL, Central Electricity Authorities, State Electrical Inspectorate, State or Central Pollution control boards, Municipal and any other agencies/Statutory bodies etc., as required** for installation, testing, commissioning and operating the DG set in the building. No separate payments shall be released to the contractors for this other than the statutory payments to be made to the agencies.

44. All necessary marking on the fittings / switches / panels / cables DB etc. shall be done with paint / fluorescent stickers as required by the consultant / engineer-in-charge at the contractor's expenses.

45. The contractor after commissioning of the installation work shall produce six copies of as built drawings to Bank.

**TECHNICAL SPECIFICATIONS FOR 250 KVA DG SET WITH SUITABLE AMF Panel****SPECIFICATION FOR 250 KVA D.G. SET****1.0 SCOPE**

This specification covers the requirements of Supply, installation, testing and commissioning of 415V, 3 phase, 50 c/s, 250KVA Diesel Generating sets along with AMF panel and associated cabling required in the premises of MTNL.

**2.0 SITE CONDITIONS**

- 2.1 Ambient Temperature : Maximum 45°C Minimum 10°C  
 2.2 Relative Humidity : Around 70% at maximum temperature  
 2.3 Altitude : Around 14 M above MSL.

**3.0 ELECTRICAL SUPPLY PARTICULARS**

- 3.1 System Voltage (Normal) : LT 433V  
 3.2 No. of Phases : 3  
 3.3 Frequency : 50 c/s  
 3.4 Fault level : 50 KA at 415 V  
 3.5 Neutral Earthing : Solidly earthed  
 3.6 Auxiliary supply : 24 V D.C. supply for D.G Set Starting Motor.

**4.0 STANDARDS**

The Diesel Generating set and accessories shall conform to the requirements of latest editions of relevant India Standards some of are listed below: -

- a. BS: 649 - Diesel Engines for general purposes
- b. IS: 4722 - Electrical performance of rotating electrical Machinery.
- c. IS: 2516 - Air Circuit Breaker
- d. IS: 2147 - Degree of protection for LT Switchgear.

**5.0 SCOPE OF WORK**

The present scope of work shall include but not be limited to the following: -

- a. Supply and Installation of Diesel Engine, Alternator and AMF control panel.
- b. Supply and Installation of all accessories and components for assembly such as couplings, base frame, silencers, fuel day tank, LT power and control cables upto MAIN panel and earthing including earth pits as per IE rules.
- c. Supply and Installation of battery and battery charger.
- d. Supply and Installation of fuel and exhaust piping and insulation as required for exhaust piping.
- e. Supply of all special tools for maintenance, and safety accessories as per standard practice and anti vibration pads.
- f. Supply of all drawings and documentation as called for.
- g. Checking all electrical connections.
- h. Carrying out tests and load trials on assembled unit at site in the presence of owner to fulfill the performances guarantee.
- i. Assistance in obtaining Electrical Inspectorate's approval of layout drawings and Installation.

**6.0 DIESEL ENGINE**

The Diesel Engine specifications shall be as follows: -

- 6.1 Type :  
 6.2 Rating : Continuous at 50° C ambient, 95% RH & 720mm Hg atmospheric pressure.  
 6.3 No. of Cylinders : 12/10/6 as per the Requirement and standard Make.  
 6.4 No. of strokes : 4  
 6.5 BHP :

<b><u>DG SET</u></b>			<b>FUEL TANK CAP. ( LTRS )</b>	<b>FUEL CONSUMPTION AT 75% LOAD LTR</b>
	<b>ENGINE</b>	<b>ALT. KVA</b>		

	BHP			PER HOUR
DG SET 250KVA	315	250	450	61.40

- 6.6 RPM : 1500
- 6.7 Overload rating : As per BS 5514
- 6.8 Type of governing : Electronic as per BS 649
- 6.9 Maximum speed : Not more than 2% variation on a change of load upto 20%
- 6.10 Type of fuel : High speed Diesel
- 6.11 Fuel consumption : as above
- 6.12 Type of starter :As per the Manufacturer recommendation.
- 6.13 Type of Engine : Radiator – fan cooled – fan to be driven Cooling by the engine shaft.
- 6.14 Type of coupling to : Direct through flexible coupling  
Generator Generator
- 6.15 The following accessories shall be supplied with the Engine:
  - a. Dry type air filter
  - b. Lube oil filter and shaft driven lube oil pump
  - c. Fuel filter
  - d. Fuel pump
  - e. Air intake manifold
  - f. Speed governor
  - g. Exhaust manifold and industrial silence
  - h. High water temperature thermostat
  - i. Engine control panel equipped with
    - i. Tacho Hourmeter to show rpm and no. of hours of operation.
    - ii. Engine starting switch.
    - iii. Lube Oil pressure gauge
    - iv. Lube Oil temperature gauge.
    - v. Water temperature gauge
  - j. Electric starter – 24V D.C.
  - k. Exhaust gas driven Turbo charger
  - l. After cooler
  - m. Radiator/Heat changer cooled fitted with standard Accessories.
  - n. Cooling fan (Engine Driven)
  - o. Crank case breather
  - p. Flywheel with housing
  - q. Corrosion Resistor.
  - r. Low pressure cut off switch for lube oil.
  - s. Fuel solenoid value.
  - t. Any other item as may be required as recommended by the manufacturer.

## **7.0 ALTERNATOR**

The alternator shall be double bearing, revolving field type conforming to IS: 4722 as per specifications given below: -

- a. Rated voltage : 415V
- b. Rated KVA : 250KVA respectively under site conditions
- c. Rated power factor : 0.8
- d. No. Of phases : 3
- e. Frequency : 50 c/s
- f. Type of stator : Star connected with star point brought Connection out Separately for neutral earthing
- g. Percentage regulation : +/- 2%
- h. Type of excitation : Brushless, self regulated and self excited by Static exciter.
- i. Insulation class : Class H for stator and rotor.

- j. Type of enclosure : Screen protected drip proof – IP23
- k. Alignment : Flex plate/Flywheel spigot
- l. Overspeed capability : 150%
- m. Wave form : Less than 3% deviation
- n. Paralleling capability : Standard with adjustable voltage droop
- o. Voltage : 415V.
- p. Voltage regulation : Less than 1%.
- q. Voltage adjustment :  $\pm 5\%$ .
- r. TIF : As per VDE 0530.
- s. THF : Less than 3%

**t. ACCESSORIES**

- i. Cable end box suitable to receive and terminate 2R x 3 ½ C x 185 Sq.mm. A/FY cables.
- ii. Two earthing studs and lifting eyes
- iii. Name plate giving the rating particulars

**8.0 AMF CONTROL PANEL CONSTRUCTION**

- 8.1 The AMF control panel shall be fabricated out 14/16G CRCA sheet steel.
- 8.2 The AMF panel shall be floor mounting, free standing type and shall be dust and vermin proof.
- 8.3 The degree of protection shall not be less than IP-54 as per IS 2147.
- 8.4 The AMF panel shall have hinged front doors and removable bolted rear covers. All doors and covers shall be provided with endless 10mm thick x 15mm long neoprene gaskets

	QTY	250KVA
POWER CABLE	30MTRS	185SQ.MM
CONTROL CABLES	30 MTRS	2.5SQMM
EXHAUST PIPE	7 MTRS	150MM
EARTHING WITH G.I. PLATE 60X60X0.6CM	4 NOS.	4 NOS.
EARTH STRIP G.I.	40 MTRS	25X6MM

**10.0 ACCESSORIES**

The following accessories shall be supplied: -

- 10.1 Fuel oil day tank (8 HR capacity) with outlet valve fuel level Indicator, drain valve and hand hole for cleaning.
- 10.2 Industrial silencer and exhaust gas chimney.
- 10.3 Set of 2, 12 V suitable rated batteries with stand.
- 10.4 Fuel houses, pipes and exhaust piping.
- 10.5 Standard base frame to mount the engine and alternator.
- 10.6 Anti vibration mounts - Type B Dunlop make of required quantity.
- 10.6 Suitable platform for installation of DG set and AMF panel

**11.0 BATTERY AND BATTERY CHARGER (FOR EACH DG SET)**

One Set of two, 12V batteries, having suitable AH rating for giving atleast six successive starting impulses to the diesel engine when in fully charged condition with 10 seconds, intervals between successive starting impulses of 15 seconds each. The battery shall also be rated to supply the total DC load imposed by DG starting.

**12.0 PAINTING**

The engine, alternator, base frame and control panel shall be painted with IS 631 shade (Light Grey) or as per the Standard paint shade as per Vendor. The Engine/ Alternator shall be same colour.

**13.0 SHOP TESTS**

Routine tests shall be conducted on the diesel engine, Alternator and control panel at the manufacturer's works and test certificates shall be furnished. The tests on control panel shall be conducted in the presence of Owner/Owner's representative.

#### **14.0 DOCUMENTATION**

As a part of the equipment supply, following documents shall be supplied for Our/Owners approval/records.

	<u><b>Records</b></u>
a. General arrangement drawing of the diesel generating set, engine Outline dimensions and list of Accessories.	2
b. Layout of the diesel generating Sets along with recommended Size of D.G. room	2
c. General arrangement of control panel/AMF panel	2
d. Schematic & wiring diagram	2
e. Foundation plan of the set showing Foundation bolt hole locations/mount Locations.	2
f. Routine test certificate on engine	2
g. Routine test certificate on alternator	2
h. Fuel piping	2
i. Routine Test Certificate on ACB and Relays	2
j. Routine Test Certificate of control Panel	2
k. Operating instruction chart	2
l. Instruction Manual	2
m. Spare parts list	2
n. Catalogues	2
o. Consumables with specification	2

#### **15.0 PACKING**

The diesel engine, alternator, control panel etc. shall be suitably packed for shipment to site by road. A complete list of parts (Packing list) shall be furnished to the owner in duplicate.

#### **16.0 SPARES**

A recommended list of spares for two years operation of the unit shall be submitted alongwith the bid.

#### **17.0 PREFERRED MAKES**

- |                   |   |  |
|-------------------|---|--|
| a. Engine         | - | CUMMINS/CATERPILLAR/VOLVO/GREAVES/KIRLOSKAR/MAHINDRA or EQUIVALENT makes |
| b. Alternator     | - | NGEF/KEC/STAMFORD/CROMPTON or Equivalent makes                           |
| c. ACB/MCCB       | - | L&T/GE CONTROL/SIEMENS/ABB/SCHNEIDER or equivalent makes                 |
| d. Control Fuses- |   | GE CONTROLS or equivalent makes  |
| e. KWH Meter      | - | BHEL/SIMCO/L&T/HPL/ENERCON or equivalent                                 |
| f. Battery        | - | EXIDE / AMARRAJA or equivalent   |

#### **18.0 ASSEMBLY AND INSTALLATION**

The components shall be assembled at site over the foundation prepared by other agencies.

The necessary fuel and exhaust piping shall be installed as per drawing. While the fuel piping shall be carried out using medium guage (class B) MS Pipes, and approved makes of fittings, the exhaust piping shall be fabricated out of medium guage pipes of required diameter. The exhaust gas line shall be insulated upto a height 2.5M above the floor level.

The D.G. set shall be installed over the Anti vibration mounts and the alignment shall be carried out. The alignment shall be well within the limits specified by the manufacturer.

The installation of cabling and earthing upto the control panel shall be carried out and this shall comply with the statutory requirements. Any improvement modification called for the electrical inspectorate shall be carried out at no extra cost.

#### **19.0 FIELD TESTING (FOR EACH DG SET)**

After the assembly the unit shall be tested in the presence of the client. The following tests shall be conducted on the engine and alternator. **Cost of fuel to be borne by supplier. All loads have to be arranged by him.**

- a. Full load test for 8 hours
- b. Over loading test on engine as per standards
- c. Fuel & Oil consumption checks
- d. Determining efficiency
- e. Megger test on alternator
- f. Checking regulation
- g. Testing of control wiring.
- h. Any other tests as may be required to satisfy the Owner/Electrical inspectorate of the performance of the Unit.

#### **20.0 SCHEDULE OF TECHNICAL PARTICULARS**

The following Technical data shall be furnished with the bid:

	<b>250KVA</b>
<b><u>ENGINE</u></b>	
Make	
Type	
No. of cylinders	
RPM	
BHP developed at 1500 RPM and site conditions specified	
Type of Governor	
Overload rating	
Type of fuel	
Type and grade of Lube oil	
Type of starting	
Type of cooling	
List of Accessories	
Protective devices fitted	
Derating under site conditions if any	
<b>Guaranteed fuel and lub oil consumption/hour</b>	<u>Fuel</u> <u>lub oil</u>
i) ¼ Load	
ii) ½ Load	

	iii) $\frac{3}{4}$ Load	
	iv) Full load	
	Weight of the Engine	
	Shade of paint	
	The maximum rating of motor than be started on the DG set using DOL starter.	
	<b><u>ALTERNATOR</u></b>	
	Make	
	Type	
	Type of enclosure/frame size	
	No. of Poles	
	Type of excitation	
	Stator winding connection	
	Percentage regulation	
	Synchronous reactance	
	Rated voltage	
	Rated current	
	<b>Guaranteed efficiency</b> i) $\frac{1}{4}$ Load ii) $\frac{1}{2}$ Load iii) $\frac{3}{4}$ Load iv) Full Load a.	
	Weight of Alternator	
	<b><u>GENERAL</u></b>	
	Overall dimensions of the D.G set in fully assembled condition :	
	i) Packed	
	ii) Unpacked	
	Total dead weight of the set in fully assembled condition.	
	Dynamic weight to be considered for foundation design.	

	Weight of heaviest part to be lifted during installation.	
	Weight of heaviest part to be handled during routine maintenance (Excluding Alternator)	
	<b><u>CONTROL PANEL/AMF PANEL</u></b>	
	Make of Panel	
	Whether separate sealable compartment provided for KWH Meter and CTs	
	Weight of control panel with ACB	
	Shade of Painting.	
	<b><u>BATTERY</u></b>	
	Make	
	Type	
	Capacity in AH	

**(TECHNICAL BID – Undertaking to be submitted by the bidders in their letter head)**

Date: \_\_\_\_\_

To:

Asst. General Manager (Estate),  
 State Bank of India,  
 1<sup>st</sup>Floor, State Bank Global IT Centre,  
 Sector 11, CBD Belapur,  
 Navi Mumbai 400 614

Dear Sir,

**Ref: RFP No.****dated / /2016**

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, integrate and maintain the DG sets** detailed in Annexure T, 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 DG sets 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 also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.
11. We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.
12. We confirm that we are submitting bid on behalf of the principal /OEM, and we are not submitting bid on behalf of another principal /OEM for this RFP.
13. We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the installation and operation of the **DG sets and its components** in SBI premises.
14. we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used

Dated this ..... day of ..... 2016

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

BASIC INFORMATION OF THE BIDDER		
1)	Name of the Bidder Address	
	Telephone No – Office	
	Residence	
	Mobile	
	Fax	
	E-mail	
2)	a) Status of firm (whether company / partnership / proprietary)	
	b) Name of the Partners / Proprietor / Directors	
	i)	
	ii)	
	iii)	
	c) Year of establishment	
3)	Whether registered with Registrar of Companies / firm If so, Number & date	
4)	<b>REGISTRATION WITH TAX AUTHORITIES (Enclose copies of the Registration)</b>	
	a) Income-tax PAN No  b) Service Tax Regn no  c) Sales tax TIN no:  d) CST No.	

5)	<b>Names of the Bankers with address: Enclose Solvency Certificate</b> from the Bankers	
6)	<b>Turnover of the company / Firm (please attach a certificate from your auditor alongwith copy of audited balance sheet and profit &amp; loss account for three years)</b>	
	Year	Turnover (Rs)
1	2013-14	
2	2014-15	
3	2015-16	
7)	<b>Details of the works executed during the last 5 years (please mention only works of DG capacity 250KVA and above only) Copies of satisfactory completion certificate obtained from the client shall be enclosed.</b>	
1.		
2.		

3.						
8)	<b>Details of present works under execution</b> (please mention only works of DG capacity 250KVA and above only) (enclose copies of work orders issued by clients)					
9)	Key personnel permanently employed in your organization (Enclose the list in the following format)					
S. No	Name	Qualifications	Experience	Particulars of Works done	Employed in your firm since	Any other
10)	Furnish the names of three responsible clients/persons to whom the major works carried out by the Bidder with address and telephone number who will be a position to certify about the quality as well as past performance of your organization.					
NAME OF THE OFFICIAL		ORGANISATION & ADDRESS			CONTACT NUMBERS	

11)	Furnish the details of litigation/ Arbitration cases resulting from the contracts executed in the last seven years or currently under execution in the following format.			
Year	Award for or against application	Name of the clients, cause of litigation and matter of dispute	Disputed amount	Actual awarded amount

**DECLARATION:**

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

PLACE:  
DATE:

SIGNATURE OF BIDDER

**MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Date: \_\_\_\_\_

To:

Asst. General Manager (Estate),  
 State Bank of India,  
 1<sup>st</sup> Floor, State Bank Global IT Centre,  
 Sector 11, CBD Belapur,  
 Navi Mumbai 400 614

Dear Sir:

**Ref: RFP No.SBI:xx:xx dated dd/mm/yyyy**

We \_\_\_\_\_ who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full guarantee and warranty for the EQUIPMENT, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor :

- (a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
  - (a) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - (i) following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

4. We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

**SLA Terms & Conditions**

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. 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.

3. 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 against defects arising out of faulty design, materials and workmanship etc. for a period of ONE year from the date of acceptance. 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.
4. 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 and during the AMC period. Professionally qualified personnel who have expertise will provide these services.

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.

- b) 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.
- c) 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.
- d) 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.
- e) In the event of the equipment not being repaired or a workable solution not provided during Warranty period and the AMC 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.
- f) Any penalty due during the Warranty period will be adjusted against the bills payable or 10% retention money retained by the Bank. For purpose of calculating penalty, uptime is calculated as under :

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

Total hours during the month = No. of working days x 24

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 90 days.

- g) **Preventive maintenance:** the VENDOR shall conduct Preventive Maintenance (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.
- h) 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.
  - i) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
  - j) 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.
  - k) 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.
  11. 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.
  12. 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 if the invoice was paid to the VENDOR 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.
  13. 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.
  14. **Future additions :**

- 14.1 The Bank would have the right to:
- a) Shift supplied systems to an alternative site of its choice.
  - b) Disconnect / connect / substitute any equipment acquired from another vendor.
  - c) Expand the capacity / enhance the features / upgrade the hardware / supplied, either from the vendor, or another vendor, 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 Rs.\_\_\_\_\_on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

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**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
1.	The Bidder should be a registered Company in India as per Indian Companies Act. The Bidder should be a current legal entity with a minimum 5 years of experience in India.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies. The copies should be self attested by the authorized person with seal and signature.
2.	Bidders shall be the either Original Equipment Manufacturers (OEM) or An authorized dealer/distributor. For this RFP, either the OEM's authorized partner on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously. <b>If OEM's authorized partner submits bid on behalf of the principal /OEM, the same partner shall not submit a bid on behalf of another principal /OEM for this RFP.</b>	1.If the applicant is Manufacturer (OEM), they should enclose the details of locations where the manufacturing and testing facilities are available.  2.If the bidder is an authorized partner for the OEM, the standard MAF (Manufacturer's Authorization Form) as per the Bank's format Annexure C should be submitted.
3.	The Bidder should have permanent office or at least one support centre at Mumbai, Navi Mumbai or Thane 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.
4.	The bidder should have average turnover of Rs.2 Crores or above exclusively from the DG SET business and services, during last three financial years. The bidder should have earned Net profit during last three years	A certificate from the auditor shall be submitted along with the audited Balance Sheet for last three financial years.
5.	The Bidder must have installed at least one 250 KVA capacity DG SET or more successfully in the last 5 years in one Physical Location (in India), at Data centres, Govt Departments/ PSUs / Banks / Insurance companies/	A copy of satisfactory Performance Certificate from the client mentioning the DG capacity and date of installation to be submitted.

Sr. No.	Eligibility Criteria	Documents to be submitted
	Reputed Corporate Offices / IT, Pharma & Chemical Industries.	

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**.

**INDICATIVE PRICE BID**  
**(to be included in Indicative Price Proposal Envelope)**

To:  
 Asst. General Manager (Estate),  
 State Bank of India,  
 1<sup>st</sup> Floor, State Bank Global IT Centre,  
 Sector 11, CBD Belapur,  
 Navi Mumbai 400 614

Dear Sir,

**Ref: RFP No.SBI:xx:xx dated dd/mm/yyyy**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) *(Total Proposal amount in words and figures)* for supply, installation, testing & commissioning of the equipments in conformity with the said Bidding documents.

Sr. No.	Description of the work	Qty/ Unit	Amount (in INR)	Total Cost
A)	SITC OF 250KVA DG SET			
	SITC OF Suitable AMF Panel	1no		
	CIVIL WORKS LIKE DG SET BED ETC AS REQUIRED	LS		
	SITC 3.5 C X 185 SQMM CABLES	30M		
	Terminations for the above cables	4 sets		
	SITC OF 2.5 sqmm CONTROL CABLES	50m		
	150sqmm exhaust pipe	7m		
	EARTHING WITH G.I. PLATE 60X60X0.6CM	4 nos		
	Earth strip 50X6MM	40m		
	Necessary statutory approval from appropriate authority	Lot		
			Subtotal(A)	
B)	NON-Comprehensive Annual Maintenance Contract charges (after defects liability period or warranty period of 1 year) for all items supplied for a period of 5 years			
	1st Year Charges			
	2nd Year Charges			
	3rd Year Charges			
	4th Year Charges			
	5th Year Charges			
			Subtotal(B)	
	<b>Grand Total = sub total(a) + sub total(b)</b>			

Dated this ..... day of ..... 2016

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*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

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**Price Breakup Schedule**  
**(To be submitted after Reverse Auction)**  
**Total Cost with 5 year Warranty)**

Sr. No.	Description of the work	Qty/ Unit	Amount (in INR)	Total Cost
A)	SITC OF 250KVA DG SET	1 NO		
	SITC OF Suitable AMF Panel	1no		
	CIVIL WORKS LIKE DG SET BED ETC AS REQUIRED	LS		
	SITC 3.5 C X 185 SQMM CABLES	30M		
	Terminations for the above cables	4 sets		
	SITC OF 2.5 sqmm CONTROL CABLES	50m		
	150sqmm exhaust pipe	7m		
	EARTHING WITH G.I. PLATE 60X60X0.6CM	4 nos		
	Earth strip 50X6MM	40m		
	Necessary statutory approval from appropriate authority			
			Subtotal(A)	
B)	NON-Comprehensive Annual Maintenance Contract charges after defects liability period or warranty period of 1 year for all items supplied for a period of 5 years			
	1st Year Charges			
	2nd Year Charges			
	3rd Year Charges			
	4th Year Charges			
	5th Year Charges			
			Subtotal(B)	
	<b>Grand Total = sub total(a) + sub total(b)</b>			

Dated this ..... day of ..... 2016

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(In the capacity of)**

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**FORMAT FOR EMD BANK GUARANTEE**

To:

Asst. General Manager (Estate),  
State Bank of India,  
1<sup>st</sup> Floor, State Bank Global IT Centre,  
Sector 11, CBD Belapur,  
Navi Mumbai 400 614

Dear Sir,

**EMD BANK GUARANTEE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AS ARE SET OUT IN THE SBI RFP NO:SBI:xx:xx DATED dd/mm/yyyy**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and *commissioning of* .....*to State Bank of India* and such services as are set out in the State Bank of India, Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Vendor, who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)

**4. NOW THIS GUARANTEE WITNESSETH THAT**

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) or any lower amount that may be demanded by State Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money 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.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI 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 and the notice from the SBI 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 SBI within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI 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 SBI to the Vendor or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Vendor of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- 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 180 days provided that if so desired by the SBI, 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 this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. ....../- (Rupees .....only)
- (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 you serve upon us a written claim or demand on or before .....

Yours faithfully,

\_\_\_\_\_  
For and on behalf of (Authorized official.)

(NB : This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY**

To:

Asst. General Manager (Estate),  
State Bank of India,  
1<sup>st</sup> Floor, State Bank Global IT Centre,  
Sector 11, CBD Belapur,  
Navi Mumbai 400 614

Dear Sir,

**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY**  
**AS SET OUT IN THE SBI RFP NO.SBI:xx:xx DATED dd/mm/yyyy**

**GUARANTEE NO:** \_\_\_\_\_

**AMOUNT: Rs.** \_\_\_\_\_

**GUARANTEE COVER FROM** \_\_\_\_\_ **TO** \_\_\_\_\_

**LAST DATE OF LODGEMENT OF CLAIM** \_\_\_\_\_  
**(3 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 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of SBI agreeing to release a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) representing balance 10% 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 undertakings 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 theaforesaid 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 3 months after expiry of warranty 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 hereby 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 hereunder 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 3 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..... 201 at .....

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

Authorised Signatory ..... in favour of the Bank

Designation .....

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

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (name of the Bank)..... having its Registered Office at .....and 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 (procuring office address), 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 - 400 021 (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...../- (Rupees .....only) 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...../- (Rupees .....only)

**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...../- (Rupees .....only) 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...../- (Rupees .....only)
2. We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupees .....only) 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 a period of one week 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...../- (Rupees .....only)
- (b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupees .....only)
- (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 DD/MM/YYYY 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 DD/MM/YYYY, unless these presents are renewed as provided hereinabove on the DD/MM/YYYY 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 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 Mumbai, 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...../-  
(Rupees .....only)
- (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.

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Authorised official