

NIT NO	BHU/P&E/2025-26/11
DATE	12.11.2025



STATE BANK OF INDIA

PREMISES & ESTATE DEPARTMENT
LOCAL HEAD OFFICE
BHUBANESWAR -751001
Phone: 2394637 Fax: 2396696
E mail agmpre.lhobhu@sbi.co.in

Part – I
(Technical Bid)

TENDER FOR HIRING OF 20 KVA, 1 PHASE DG SET (BRAND NEW) WITH AMF PANEL FOR SBI CAP CENTRE AT LHO BHUBANEWAR

(E-tender auction)

Eligibility Criteria: SBI (LHO, Bhubaneswar) empanelled Diesel Generator (DG) Hiring vendors under Group-GSA & GSB category are only eligible to participate in this tender. Vendor/Contractor should possess valid digital signature for this e-tender.

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

GSTIN NO : _____

DATE : _____

NOTICE INVITING TENDER (NIT)

SBI Local Head Office, Premises and Estate department, 2nd Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 invites E- Tenders for Hiring of 20 KVA, 1-Phase DG Set (Brand New) with AMF Panel for SBI CAP Centre at LHO Bhubaneswar from Bank's empanelled Diesel Generator (DG) Hiring vendors under Group-GSA & GSB category.

The other details of the tender are as under

1.	Name of Work	Hiring of 20 KVA, 1-Phase DG Set (Brand New) with AMF panel for SBI CAP Centre at LHO Bhubaneswar.
2	Eligibility Criteria	SBI (LHO, Bhubaneswar) empanelled Diesel Generator (DG) Hiring vendors under Group-GSA & GSB category are only eligible to participate in this tender.
3	Period of Hiring	Initial period of 3 years (On satisfactory operation extensible by another 3 years on same terms & conditions and with discretion of the Bank)
4	Earnest Money Deposit (EMD)	Rs.4,000/- (Rupees Four Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "State Bank of India" Payable at "Bhubaneswar" which is to be submitted in original in a separate envelope superscribing "EMD". Those empaneled DG Hiring vendor under submitted their one time EMD the Bank towards GSA & GSB category, need not to submit the EMD again. However, the copy of the one-time EMD to be submitted in a separate envelope superscribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected. EMD shall be converted into SD for successful Contractor, whose tender is accepted. The vendor having valid NSIC or MSME certificate are exempted from submission of EMD. The other bidder's EMD except L-1 will be refunded after finalization of tender.
5	Availability of Tender document online.	12.11.2025 to 24.11.2025 from Bank's website " https://www.sbi.co.in/portal/web/home/procurement-news " and www.tenderwizard.com/SBI ETENDER
6	Retention Money (Performance Guarantee)	5% of Annual Contract value (Annual Hiring Charges) as Retention Money (Performance Guarantee) shall be kept with Bank till such time the contract is in force.
7	Pre bid meeting	Optional

8	Last date, time and place for submission of Online Technical Bid.	<p>The eligible empaneled contractor/vendors under the Bhubaneswar Circle/LHO are required to submit/enclose the scan copies of following document online on or before 24.11.2025 upto 14:00 Hrs:</p> <ul style="list-style-type: none"> (i) Complete tender document duly signed and stamped in each pages by authorize representative. (ii) Letter of Undertaking in company letter head duly signed and stamped by authorize representative. (iii) Copy Earnest Money Deposit (EMD)/One time EMD/ copy of the valid NSIC or MSME certificate. (iv) Process compliance form in company letter head duly signed and stamped by authorize representative <p><u>However, the physical EMD/copy of One time EMD to be submitted on or before last date & time in sealed envelope at our SBI office address mentioned in Sr. No. 10.</u></p> <p><u>Tenders received without any one or more document mentioned above shall be rejected.</u></p>
9	Last date, time and Mode of submission of <u>Online Price Bid</u>	<p>The Price Bid to be uploaded/submitted online on service provider portal i.e www.tenderwizard.com/SBI ETENDER on or before 24.11.2025 upto 14:00 Hrs</p> <p>The bidder (Vendor/Contractor//Authorized Dealer) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from:</p> <p>Kushal Bose Antares Systems Ltd. (AS) Mob.+91 9674758719 Email: kushal.b@antaressystems.com 2. Biswajit Antares Systems Ltd. (AS) Mob.+91 9674758723</p>
10	Date, Time and Place of opening of Online Technical Bid.	<p>Online Technical bid (Part-1) at our Office: on 24.11.2025 at 14:30 Hrs</p> <p>Premises & Estate Depart State Bank of India 3RD floor, Local Head Office, III/1 Pt. Jawaharlal Nehru Marg, Bhubaneswar-751001</p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids</p>

		would be opened even in the absence of any or all of the vendor representatives.
11	Date, Time and Place of opening of Online Price Bid.	The online Price bid (Part-2) of only technically qualified bidder shall be opened at our office on 24.11.2025 at 16:00 Hrs
12	Validity for Offer	3 (Three) Months from the Date of Opening of Price-Bid
13	Time for completion of work.	30 days from date of issue of Work order or Site clearance, whichever is later.
14	Deduction of income tax and GST	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> 1. Contractor should have GST Registration Number 2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision 3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment 4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor
15	Terms and Mode of payment	<ol style="list-style-type: none"> i) No advance payment. ii) Post monthly payment iii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the SBI. Firm should furnish details of the bank, A/c no, IFSC code. iv) Payments towards the above work shall be made by SBI. The GST Number of State Bank of India for Bhubaneswar is 21AAACS8577K1Z1
16	Liquidated Damages for Delay	If the bidder is not able to complete the work of DG installation and commissioning within stipulated time/days in line to this contract from date of issue of the work order, LD shall be imposed at the rate 0.5 % Per week for delay subject to maximum amount of 5% of Contract Value.
17	Defects Liability Period	1. The Hire charges quoted shall include costs of all materials, loading, unloading, transport charges, wastage, all type of Insurance Charges, overheads, profit, statutory expenses, incidental charges, DG Base/platform. Shed (if

		<p>required), Earthing, AMF Panel, operator charges, night duty allowances, Overtime charges etc. and all related expenses to complete the successful installation and operation of the DG set.</p> <p>2. Additional claims other than the quoted amount will not be entertained.</p> <p>3. Monthly fuel charges will be paid on actual consumption basis based on the diesel consumption (litre/hour) quoted by bidder in price bid.</p> <p>The quoted rates shall be firm throughout the completion of the contract period.</p>
	Notes:	
a)	All Bidders are informed that, price bidding for the work will be through Online tendering method . The bill of quantity of tender i.e “Price Bid” is to be submitted online. Work Order will be placed on the basis of L1 price by bidder in the “Price Bid.	
b)	The Bidders are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Documents or submission of bids not substantially responsive to the Tender Documents in every respect will be at the Bidders risk and shall result in rejection of the Tender.	
c)	In case the date of submission of Technical Bid, Price Bid is declared as a holiday, the respective date will be considered on the next working day at the same time and the tenders will be opened on the next working day at the same time.	
d)	SBI reserves the right to cancel or postpone or modify the tenders at any stage without assigning any reason.	
e)	The Bidders are strongly advised to visit the site before submitting their Price Bid to make the work complete in all respects within the stipulated completion time.	
f)	Corrigendum: (If any) is to be followed as published in https://www.sbi.co.in portal. OR SBI e-tender portal https://www.tenderwizard.com/SBIETENDER	
	<p>(For and on behalf of State Bank of India)</p> <p>The Asst. General Manager Premises & Estate Depart State Bank of India 3RD floor, Local Head Office, III/1 Pt. Jawaharlal Nehru Marg, Bhubaneswar-751001</p>	

BUSINESS RULES FOR ONLINE TENDER GENERAL TERMS AND CONDITIONS OF ONLINE TENDER

1. SBI has made arrangement with **Antares Systems Ltd.** (e-Tendering Agency (ETA) who shall be SBI's authorized service provider for this tender.
2. ETA will provide all necessary training and assistance before commencement of online bidding on Internet.
3. SBI/ETA will inform the vendor in writing/email in case of online bidding, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax / email the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
6. Opening of online bids will be conducted on schedule date & time. .
7. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to case basis to SBI through service provider within 24 hours of completion of tender without fail.
8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBI as per prevailing procedure.
9. In case SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.

11. Business Rule for finalization of the Tender

Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Online tendering shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ETA furnishing the price, the bidder wants to bid online, with a request to ETA to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETA in a readable / legible form and also the Bidder should simultaneously check up with ETA over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by ETA only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such

bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETA at the time of receipt of the fax message from the bidders, ETA will not be uploading the prices. It is to be noted that either SBI or ETA are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

2. ETA shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Tendering/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in item rate quoted in Indian Rupees (INR) per -one- (Unit) of the items as mentioned in Price Bid/ BOQ.

4. BID PRICE: The Bidder has to quote item rate in Schedule of Quantities ; bidder is willing to execute the work inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc. excluding GST. GST shall be paid extra as per actual.

5. VALIDITY OF BIDS: The Bid price shall be firm for a period of three calendar months from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

6. The bidder has to submit a detail break up for his commercial offer in the prescribed format as given by the Bank duly signed by their authorized representative/proprietor.

7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. In case you back out and not execute the work as per the rates quoted, the earnest money deposited by you retained by us in this regard shall be forfeited without further reference to you.

8. You shall be assigned a Unique Username & Password by ETA. You are advised to change the Password after the receipt of initial Password from ETA to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

9. At the end of the online Tendering process, SBI will decide the successful bidder. SBI's decision on award of Contract shall be final and binding on all the Bidders.

10. SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason, there to.

11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.

14. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.

15. OTHER TERMS & CONDITIONS: - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders. - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party. - SBI's decision on award of Contract shall be final and binding on all the Bidders. - SBI along with ETA can decide to extend, reschedule or cancel any tender. Any changes made by SBI and / or ETA, after the first posting will have to be accepted if the Bidder continues to access the site after that time. - ETA shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. - ETA is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B. - All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event - All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to e-Tendering agency before due date. - After the completion of the tender event, all the Bidders have to submit the Price Breakup immediately to e-Tendering agency for further proceedings.

PROCESS COMPLIANCE FORM

(The bidders are required to print this on their company's letter head and sign, stamp before faxing)

To

Date:

Kushal Bose
Antares Systems Ltd.
Mob.+91 7686913157
Email: kushal.b@antaressystems.com

SUB: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE BIDDING

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for **“Hiring of 20 KVA, 1-Phase DG Set (Brand New) with AMF Panel for SBI CAP Centre at LHO Bhubaneswar ”** This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the online bidding and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the tender tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tender event.
- 5) We understand that in the event we are not able to access the tender site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the tender close time and no claim can be made by us on either State Bank Group or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II and the format as requested by SBI / ETL.
- 9) We, hereby confirm that we will honour the Bids placed by us during the tender process.
- 10) We read each pages, understood the technical bid & BOQ and I/we hereby agree to abide by and fulfill the terms and provisions and accepting all terms and conditions stipulated in the

tender documents. After the accomplishment of tendering procedure, if we become the lowest bidder shall submit the hard copy of the Technical document duly signed with seal by the authorized representative/proprietor of the firm at the under mentioned office

We, hereby confirm that we will honour the Bids placed by us during the tender process.

With regards

Signature with company seal

Date:

Name :

Company / Organization

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION

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

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

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

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

1.0 SCOPE OF WORK

- 1.1 Providing the DG set with AMF Panel as specified in this tender
- 1.2 Operate the DG set as per Bank’s requirements.
- 1.3 Supply and top up the fuel in the DG set
- 1.4 Maintain the DG set as per OEM recommendation and ensure minimum breakdowns
- 1.5 **If the site condition requires, # suitable size bed for the DG set provision, the same shall be provided by the Contractor within the scope of this contract at his cost and responsibility.**

1.6 # Suitable size cable from the Changeover switch to the DG set, cable terminations, Neutral Earthing, Body earthing and their connections etc as required are also within the scope of the contract and no separate payment will be made for the same.

1.8 Wherever required, NOC for installation and operating the DG set shall be obtained from the respective regulatory authority as per local requirements.

2.0 SITE AND ITS LOCATION

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

3.0 BID DOCUMENTS

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

- NIT
- General Conditions of Contract
- Price Bid

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

- Price Bid
- General Conditions of Contract
- NIT

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

3.0 BID PREPARATION:

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

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

If the get DG install in existing DG location, the concrete Bed and Cable may not be required. The existing cable and concrete bed may be used after removal of old DG. However, Bank may also advise to execute the same for a new location. The vendor should visit the site.

3.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Hire charges quoted shall include provision of the above items complete as required for the satisfactory installation and operation of the DG set. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

4.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM:

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

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

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

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

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

6.0 EARNEST MONEY DEPOSIT (EMD):

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

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

6.3 No interest will be paid on the EMD.

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

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

6.6 The EMD shall stand absolutely forfeited :-

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

(or)

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

(or)

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

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

7.0 BID SUBMISSION

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

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

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

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

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

8.0 RATES QUOTED BY BIDDER

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

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

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

8.4 The GST shall be paid extra as applicable.

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

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

9.0 OPENING AND EVALUATION OF BIDS

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

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

10.0 BID EVALUATION:

10.1 Bank will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and

conditions of the Bidding Document without any deviations or conditions and are generally in order.

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

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

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

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

11.0 VALIDITY OF BID

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

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

12.0 CONTACTING THE BANK:

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

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

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

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

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

14.0 SIGNING OF CONTRACT DOCUMENTS

14.1 The successful Bidder shall be bound to execute the Agreement within 7 days from the receipt of intimation of acceptance of his Bid by SBI. However, the written acceptance of the Bid by the Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.

15.0 DG SET INSTALLATION

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

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

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

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

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

15.6 The SBI shall have power to order the removal of any materials which are not in accordance with specification or instructions, the substitution or proper re-execution of any work. In case the contractor refuses to comply with the order the Bank shall have the power to employ and pay other agencies to carry out the work and recover the cost incurred from any money due to or that may become due to the contractor.

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

16.0 DG SET OPERATION & MAINTENANCE

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

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

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

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

16.5 Operating time of Diesel Generator set shall be generally from all working days (24X7). If required, by Bank, they have to work on the Bank Holidays. No additional rent or operator

charges will be paid for operation on any holidays and weekends or as and when the Bank requires for special occasions and emergency situations.

16.6 It is suggested to provide auto start /AMF panel. However, if manual operation is required, qualified operator(s) shall be provided by the contractor including on Sundays and holidays (24X7 days). The contractor to monitor on regular basis, the fuel level, topping if required and provide a operator in case of AMF failure. No additional charges will be paid for the same.

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

17.0 PERIOD OF CONTRACT

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

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

18.0 PAYMENT TERMS

18.1 Advance payment will not be paid.

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

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

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

18.5 Monthly fuel charges will be paid on actual consumption basis based on the diesel consumption (litre/hour) quoted by bidder in price bid.

19.0 GST:

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

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

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

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

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

19.6 The GST Number of State Bank of India for Odisha State -21AAACS8577K1Z1

19.0 SECURITY DEPOSIT

20.1 **5% of the annual contract value** shall be kept as retention money (Performance Guarantee) during the contract period, which will be forfeited in case of poor performance or non performance. Any of the deliverables not being delivered for more than 2 days in a quarter would mean "poor performance". The Contractor shall submit the Security Deposit along with the Agreement.

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

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

21.0 PENALTY CLAUSE

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

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

- (a) Once for approximately one hour
- (b) Four times for approximately half hour

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

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

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

22.0 STORAGE OF FUEL:

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

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

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

- i) Hour meter reading.

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

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

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

23. CONTRACTOR'S EMPLOYEES

23.1 The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases. The operator shall be well mannered and properly dressed with shoes etc.

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

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

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

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

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

23.7 The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

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

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

23.10 The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor's workmen will not

have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The operator is responsible for compliance of all the rules & safety regulations etc.

Minimum wages as prescribed by the Labour Act shall be payable to the operator(s) by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

24.0 COMPLIANCE OF STATUTORY REGULATIONS

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

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

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

24.3 The Contractor shall be responsible for preparation of all applications, submission of applications, follow-up, inspection and obtaining & delivering NOC from various authorities concerned. The payment of demand notices of the various statutory bodies shall be made by the State Bank of India. The original payment receipt shall be logged with Bank, will only affix signatures and furnish fees to be paid for local authorities inspection, etc. It must be clearly understood that the installation will not be taken over by Bank even after commissioning unless approval/ clearance from concerned authorities are furnished.

24.5 The Contractor shall comply with all the applicable labour laws, rules and regulations relating to P.F. Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per Income Tax Act, applicable from time to time. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

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

25.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

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

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

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

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

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

26.0 TERMINATION OF CONTRACT

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

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

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

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

27.0 SUBCONTRACTING

27.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

28.0 FORCE MAJEURE

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

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

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

29.0 DISPUTES:

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

30. Governing Language:

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

READ, UNDERSTOOD AND ACCEPTED

UNDERTAKING TO BE SUBMITTED BY THE TENDERER

(To be filled by the tenderer)

**The Asst. General Manager
Premises & Estate Depart
State Bank of India
3RD floor, Local Head Office.
III/1 Pt. Jawaharlal Nehru Marg,
Bhubaneswar-751001**

Dear Sir/s,

**Ref: HIRING OF 20 KVA, 1 PHASE DG SETS, (BRAND NEW) WITH AMF PANEL FOR SBI
CAP CENTRE, BHUBANESWAR.**

I/We have examined the above tender and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by Bank and I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works and offer to undertake Contract as detailed in this tender by submitting my/our online bids in the Bank's e-tender portal.

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

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

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

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

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

4. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, Bank will have the right to disqualify us from the Bid.

7. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

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

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

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

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

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

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

Yours Faithfully,

Contractor's Signature_____

Name: _____

Address: _____

FORM OF AGREEMENT

{On a non-judicial stamp paper of Rs 500/-}

This agreement made at on this day of between (Designation), State Bank Of India, (Branch/Office), (place) (hereinafter called Bank) on one hand

And

M/s....., (Place) (hereinafter called the contractors and which expression shall mean and include its successors, assignees, heirs, executors & administrators, legal representatives etc.) on the other hand.

Whereas Bank has given contract for providing a -----KVA DG Set in CPCB compliant acoustic enclosure on hire basis at(Branch/Office), ----- (Place) and whereas contractors

have agreed to undertake the work for a SBI accepted tender rate of Rs..... (in words) per month as fixed charges. The contract shall be for three years starting /.. /.... subject to review and acceptance for continuation by the Bank at the end of each block of twelve months, the first ending .././..... .

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

TERMS AND CONDITIONS FOR HIRING OF DG SET

1. Operating time of Diesel Generator set shall be from 24 X 7. Wherever manual operation is required, qualified operator(s) shall be provided by the contractor including on Sundays and holidays. It is better to make provision of auto start instead of manual operation in DG sets wherever possible

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

3. No additional rent or operator charges will be paid for operation on any holidays and weekends, if required.

4. Minimum wages as prescribed by the Labour Act shall be payable to the operator(s) by the contractor as the case may be. The Contractor shall bind himself and shall indemnify the Bank.

5. The Contractor will comply with all the applicable labour laws, rules and regulations relating to P.F. Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per Income Tax Act, applicable from time to time. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

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

7. The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The operator is responsible for compliance of all the rules & safety regulations etc.

8. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases. The Insurance for the workmen shall be arranged by the contractor and ensure that the operator shall be well mannered and properly dressed with shoes etc.

9. The Contractor shall obtain adequate insurance policy / policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc.

10. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty etc. for agreement and/or any other documents/agreements, which are required to be executed.

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

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

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

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

15. The contractor shall arrange for diesel. Monthly fuel charges will be paid on actual consumption basis based on the diesel consumption (litre/hour) quoted by bidder in price bid.

16. Owner / Contractor of Diesel Generator set has to keep the diesel in safe custody under proper care at the site and has to ensure the safety of the location.

17. Owner / Contractor of the Diesel Generator set has to bear the installation / transportation charges of Diesel Generator set.

18. Owner / Contractor of the Diesel Generator set has to maintain a logbook at the site to record the following:

a Hour meter reading.

b Time for which the generator was operational (generator off and on timings).

c No. of Units Generated through DG Set

d Consumption of diesel.

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

19. The generator downtime shall be kept to all care shall be taken so that the downtime of DG Set is kept minimum. During the currency of the Contract, Maximum permissible frequency of failures in a month:

- i Once for approximately one hour
- ii. Four times for approximately half hour

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

29. 5 % of annual contract value shall be kept as retention money (Performance Guaranty) during the contract period, which will be forfeited in case of poor performance or non performance. Any of the deliverables not being delivered for more than 2 days in a quarter would mean "poor performance".

30. The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises.

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

32. In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. The contractor shall provide necessary barriers, warning signals and other safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk.

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

34. LOCAL REGULATIONS, BYE-LAWS, IER, ETC.:

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

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

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

India. The original payment receipt shall be logged with State Bank of India. State Bank of India, will only affix signatures and furnish fees to be paid for local authorities' inspection, etc. It must be clearly understood that the installation will not be taken over by State Bank of India even after commissioning unless approval/ clearance from concerned authorities are furnished.

35. The Hire charges quoted shall be inclusive of all taxes including service tax, duties, operator charges, night duty allowances, Overtime charges etc. Bank will pay the hiring charges at monthly intervals.

36. Fresh Tenders should be invited mandatorily after expiring of six years as the initial period of contract is for 3 years period and renewable for further period of maximum 3 years, subject to satisfactory services rendered by the vendor. The process of finalization of vendor should be started in advance before six months of expiring of contract so that all the exercise should be completed well within time.

37. Bank reserves the right to terminate the contract with one-month prior notice.

For State Bank of India

For (Name of Contractor)

Stamp and Signatures

Stamp and Signatures

Witnesses:

Witnesses:

1.

1.

2.

2.

TECHNICAL SPECIFICATION FOR SILENT DIESEL GENERATOR SET

(a) DIESEL ENGINE:

(i) Make: **Kirloskar/ Cummins /Greaves / Mahindra / Ashok Leyland/ Eicher/Tata**

(ii) Multi Cylinders, water Cooled, 1500 RPM, Diesel engine

(b) Alternator specification:

(i) Make: Stamford/Kirloskar/ Kirloskar Electric/Crompton Greaves.

(ii) Capacity: 7.5/10/15/ 20/25/ 30 KVA at 0.85 PF, 230 Volts, Single Phase, 50 Hz.

(iii) 30/ 35/ 40/ 50/ 62.5/75/ 82.5/100/125/250/500KVA at 0.85PF 415 Volts, 3 Phases, 4 wires, 50 Hz

(iv) Single phase DG set up to 25 KVA depending on site conditions, may be hired.

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

(vi) The alternator shall be of brush less type design, self excited of robust construction. The alternator shall be suitable for continuous rating with ambient temperatures of 40 degrees centigrade. The voltage control shall be through automatic voltage regulator unit (AVR). The AVR unit shall de-excite the alternator in case of short circuit.

(vii) It shall withstand 10% overload for one hour every 12 hour duration on operation.

(viii) The alternator shall confirm drip proof constructions per IS: 4722 (At least IP 23).

(C) SOUND PROOF ENCLOSURE:

(i) **Noise Level permitted:** Wherever acoustic insulation is provided 75 db at 1.0 meter from DG set under free field condition meeting CPCB norms.

(ii) Shall be factory fabricated specially with superior quality acoustic insulation so as to achieve the permissible noise level within the prescribed norms of state/ Central Pollution Control Board.

(iii) The container shall be weather proof housing the D.G. Set, fuel tank. Fresh air will enter from the alternator end. Blowers of adequate capacity will be provided, if necessary, to provide sufficient air for cooling & ensure operating temperature is within prescribed limits specified by engine manufactures.

(iv) Hinged / Sliding door will be provided on either side. Sufficient maintenance access shall be provided in the design of the acoustic enclosure.

(d) AGE OF DIESEL GENERATOR SET:

i. Age of Diesel Generator set at the time of hiring should be **brand new**. Original purchase Invoice/Excise gate pass etc., shall be submitted as a proof.

ii. The diesel engine shall be robust heavy duty construction. It shall deliver the required BHP at the shaft of the coupled alternator to deliver the rated output of required KVA.

The speed Governor shall be mechanical auto controlled, adjusting automatically to the desired load conditions.

- iii. The Engine shall be fitted with all standard accessories as detailed above. It shall be possible to start the engine from the AMF Panel & locally.
- iv. The operation of the DG set shall be on Automatically on Mains Failure with a pre-set time(if required). The Engine will be shut down automatically on resumption of mains power with a pre-set time delay through AMF Panel.
- v. The DG set shall be mounted on wheels or foundation as required.

AUTOMATIC MAINS FAILURE PANEL (WHEREVER REQUIRED):

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

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

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

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

(iv) Indicating lamps –

for Load on Mains,

Load on Generator,

Set fails to start,

Low Lubricating oil Pressure,

High water temperature / High water temperature.

(v) Sets of Push Buttons –

Generator start / stop,

Emergency trip,

Auto Hooter, Auto / Manual /Test / Selector switch, Generator ON / OFF – Manually, Mains On / OFF - Manually

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

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

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

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

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

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

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