



**REQUEST FOR PROPOSAL FOR
PROCUREMENT OF
GENERATOR FOR KANDY BRANCH**

**Ref: LK/CHO/RFP/ GEN 06
Dated: 27/04/2022**

**State Bank of India, Sri Lanka
No. 16, Sir Baron Jayatilaka Mawatha
Colombo 01**

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department	Name : Chamikara Dissanayake Designation: Security cum Liaison officer Email ID: premises.lk@statebank.com Contact Address : State Bank of India - Sri Lanka, No.16, Sir Baron Jayatilaka Mawatha, Colombo 01 Contact Number: +94 114446871
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://sl.statebank/
3	Last date for requesting clarification	Up to 3.00pm on 09 th May 2022 all communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Last date and time for Bid submission	Upto 3.00pm on 10 th May 2022
5	Address for submission of Bids	State Bank of India - Sri Lanka, No.16, Sir Baron Jayatilaka Mawatha, Colombo 01
6	Date and Time of opening of the Bid	4.00pm on 10 th May 2022

Part-I

S.N.	INDEX
1	INVITATION TO BID
2	DISCLAIMER
3	DEFINITIONS
4	SCOPE OF WORK
5	ELIGIBILITY CRITERIA
6	COST OF BID DOCUMENT
7	CLARIFICATIONS AND AMENDMENTS ON RFP
8	CONTENTS OF BID DOCUMENTS
9	BID PREPARATION AND SUBMISSION
10	DEADLINE FOR SUBMISSION OF BIDS
11	MODIFICATION AND WITHDRAWAL OF BIDS
12	PERIOD OF BID VALIDITY
13	BID INTEGRITY
14	EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION
15	CONTACTING THE BANK
16	AWARD CRITERIA
17	POWER TO VARY OR OMIT WORK
18	WAIVER OF RIGHTS
19	CONTRACT AMENDMENT
20	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
21	SERVICES
22	PENALTIES
23	RIGHT TO VERIFICATION
24	SUB-CONTRACTING
25	VALIDITY OF AGREEMENT
26	LIMITATION OF LIABILITY
27	DELAY IN SERVICE PROVIDER'S PERFORMANCE
28	SERVICE PROVIDER'S OBLIGATIONS
29	LIQUIDATED DAMAGES
30	CONFLICT OF INTEREST
31	CODE OF INTEGRITY AND DEBARMENT/BANNING
32	TERMINATION FOR DEFAULT
33	FORCE MAJEURE
34	TERMINATION FOR INSOLVENCY
35	TERMINATION FOR CONVENIENCE
36	DISPUTES AND ARBITRATION
37	GOVERNING LANGUAGES
38	APPLICABLE LAW
39	TAXES AND DUTIES
40	TAX DEDUCTION AT SOURCES
41	NOTICES

Part-II

Appendix	Index
A	BID FORM
B	BIDDER'S ELIGIBILITY CRITERIA
C	BIDDER DETAILS
D	SCOPE OF WORK AND PAYMENT SCHEDULE
E	INDICATIVE PRICE BID
F	OTHER TERMS AND PENALTIES

1. INVITATION TO BID:

- i. **State Bank of India – Sri Lanka** (herein after referred to as ‘**SBI-SL/the Bank**’) is having its Head Office at Fort Colombo, various other branches of State Bank of India – Sri Lanka at Colombo and Kandy. This Request for Proposal (RFP) has been issued by **the Bank** for procurement of New Generator for Kandy branch.
- ii. In order to purchase generator for Kandy branch, the Bank proposes to invite tenders from eligible vendors to undertake Maintenance Service as per details/**scope of work** mentioned in **Annexure-A** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. The purpose of SBI-SL behind this RFP is to seek a detailed financial proposal for procurement of New Generator for Kandy branch desired in this document.
- v. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed services for SBI-SL are invited to submit their financial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI-SL the proposed Annual Maintenance Service adhering to Bank’s requirements outlined in this RFP.

2. DISCLAIMER:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India – Sri Lanka (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India – Sri Lanka, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid 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 contained 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.
- iv. 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 or arising in any way for participation in this bidding process.
- v. 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.
- vi. 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.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially

responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including branches)
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Financial Bid has been accepted and who has emerged as L1 (lowest quote) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP

4. SCOPE OF WORK:

As given in **Appendix-C** of this document.

5. ELIGIBILITY CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility as given in **Appendix-A & Appendix-B** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.
 - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

6. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. 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.

7. CLARIFICATION AND AMENDMENTS ON RFP:

- i. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- ii. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the

deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- iii. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- iv. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted in an envelope to be prominently marked as **'Financial Proposal for Procurement of new Generator for Kandy branch RFP No. LK/CHO/RFP/GEN 06 dated 26/04/2022.'** This envelope should contain following documents and **properly sealed**.
- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter on Bidder's letter head.
 - (c) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-A**
 - (d) Bidder's details as per **Appendix-B** on Bidder's letter head.
 - (e) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (f) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (g) If applicable, copy of registration certificate issued by competent authority

Indicative Price Bid for purchase of new generator for Kandy branch in response to the **RFP No. LK/CHO/RFP/ GEN 06** dated **26.04.2022** should contain only indicative Price Bid strictly on the lines of **Appendix-D**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Srilankan Rupees only.

i. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (c) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (d) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

- (e) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (f) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (g) All the enclosures (Bid submission) shall be serially numbered.
- (h) Bidder(s) should prepare and submit their Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of Bids.
- (i) The Bank reserves the right to reject Bids not conforming to above.

10. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids should be deposited in a box that is kept in the Main entrance by the date and time mentioned in the “Schedule of Events”.
- ii. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

11. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- ii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.

12. PERIOD OF BID VALIDITY

- i. Bid shall remain valid for duration of **6 calendar months** from Bid submission date.
- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

13. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

14. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The Bidder will be selected as L1 on the basis of net total of the price evaluation
- ii. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

15. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

16. AWARD CRITERIA :

- i. Bank will notify successful Bidder in writing by letter or fax/email that its Bid has been accepted.
- ii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, and contract should be submitted.

17. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as

applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

18. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

19. CONTRACT AMENDMENT:

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

20. 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 as

specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

21. REQUIREMENT:

The bidder should fulfill following requirement:

- Generator should be 03 phase 20KVA & 50Hz
- Installation & commissioning should do by bidder with proper equipment.
- Should confirm the delivery period.
- Should provide service after sale.
- Should state the warranty period.

22. PENALTIES:

As mentioned in **Appendix-E** of this RFP.

23. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

24. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

25. VALIDITY OF AGREEMENT:

The Agreement will be valid for the period of one year. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

26. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 26 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

- iii. The limitations set forth herein shall not apply with respect to:
- (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 26(iii)(b) **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

27. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of Service Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, and/or termination of

Contract (as laid down elsewhere in this RFP document).

28. SERVICE PROVIDER’S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank’s staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in Srilanka and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider’s negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.

29. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

30. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a

Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

- (f) Such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

31. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- (a) “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 31(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;

- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of Srilanka for a period not exceeding three years commencing from the date of debarment.

32. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 32 (i) (a) to 32 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider

shall continue performance of the Contract to the extent not terminated.

- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of 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 the Agreement 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, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

33. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their

sovereign capacity, impeding reasonable performance of Service Provider 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.

- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

34. TERMINATION FOR INSOLVENCY:

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

35. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

36. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in

connection with the Contract (including dispute concerning interpretation) 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 the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Srilankan Laws and arbitration proceeding shall be conducted in accordance with Arbitration Act No 11 of 1995 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Colombo.

- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Colombo, Srilanka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

37. GOVERNING LANGUAGE:

The governing language shall be English.

38. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of Domestic Republic of Srilanka and shall be subjected to the exclusive jurisdiction of the appropriate courts in Srilanka

39. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in Srilanka and the price Bid by Service Provider shall include all such taxes in the

quoted price.

- ii. Prices quoted should be exclusive of all Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as VAT etc. should be specified in the separate sheet (**Appendix- D**).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-D** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-D** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-D**
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in Srilanka: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in Srilanka and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider.

40. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in Srilanka on income and profits made by Service Provider in respect of this Contract.

- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in Srilanka in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

41. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

Part-II

Appendix-A

Bidder's 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:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be a Srilankan Company /Partnership firm registered under applicable Act in Srilanka.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least last 03 (three) financial years		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
3.	Bidder should have experience of minimum 5 years in providing the Services.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
4	Bidders should not have been blacklisted for deficiency in service during the last 3 years.		Bidder should specifically certify in Appendix B in this regard.

Documentary evidence 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.

Name & Signature of authorized

Signatory



Seal of Company

Appendix-B

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Registration Number	
7.	Company VAT Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	

Name & Signature of authorized signatory

Seal of Company



Appendix-C

Scope of Work and Payment Schedule

The Bidder shall perform the following:

- Generator should be 03 phase 20KVA & 50Hz
- Installation & commissioning should do by bidder with proper equipment.
- Should confirm the delivery period.
- Should provide service after sale.
- Should state the warranty period.

- EMERGENCY CALLS - In the event that SBI needs the Bidder to perform emergency analysis/diagnostics of its Generator, Bidder shall dispatch technician/s within One (1) hour from the time the problem was reported.

- Emergency call scopes of work are as follows:
 - a. Problem identification
 - b. Troubleshooting
 - c. Minor Adjustments
 - d. Recommendation/minor repair for free of charge

Appendix-D

Indicative Price Bid

Financial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“Financial Bid for Procurement of of new generator for Kandy branch”**.

Name of the Bidder:

PRICE SCHEDULE OF SERVICES



The service provider should indicate the cost that is necessary to meet the requirements of SBI. The price quotation shall include all applicable taxes

Please fill in the charges taking into account the scope of works in Annexure A

Item Description	Quantity	Whole amount
GENERATOR	01	

VAT Registration No. of the bidder:

.....

Name of the Authorized person

Signature

Seal of Company

Date:



Other terms and Penalties