



**HIRING OF SERVICES OF FIRE & DOMESTIC PUMP OPERATOR AND TELEPHONE LINE
TECHNICIAN AT SBI LHO BUILDING, BHOPAL**

TENDER ID- LHO/BHO/P&E/2025-26/72

NAME OF CONTRACTOR WITH ADDRESS: - -----

START AND END DATE OF DOWNLOADING
THE TENDER DOCUMENTS :- 22.08.2025 TO 11.09.2025

LAST DATE AND TIME FOR SUBMISSION OF
E-TENDER :- 11.09.2025 AT 3.00 P.M.

EARNEST MONEY DEPOSIT :- **Rs. 14,000/-**

DEMAND DRAFT / BANKER'S CHEQUE NO. :- -----

NAME OF THE ISSUING BANK :- -----

**State Bank of India,
Premises & Estate Department, Local Head Office,
Bhopal, Opposite Maida Mill, Narmadapuram Road, Bhopal- 462011**

TECHNICAL BID

NOTICE INVITING TENDERS

SBI INVITES E-TENDER FOR HIRING OF SERVICES OF FIRE & DOMESTIC PUMP OPERATOR AND TELEPHONE LINE TECHNICIAN AT SBI LHO BUILDING, BHOPAL

Only empaneled electrical contractors with SBI under appropriate category who are invited by SBI/ e-procurement agency shall only be eligible to participate :-

1.	Scope of work & Estimated Cost	E-Tender for hiring of services of 03 nos. fire & domestic pump operator and 01 no. telephone line technician at SBI LHO building, Bhopal. Estimated Cost – Rs. 13,88,311/-
2	Nature of work	Manpower
3	Earnest Money Deposit	<p>Rs.14,000/- (Rupees Fourteen thousand only) by means of Demand Draft only (Valid for a period of 90 days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of Assistant General Manager (P&E) SBI payable at Bhopal.</p> <p>The Contractors will be required to submit Demand Draft of specified amount of EMD in sealed Envelope to the office of SBI at the address mentioned hereinbefore by the stipulated date.</p> <p>EMD will be exempted for MSEs vendor on providing NSIC / MSME Certificate. This certificate must be uploaded online on e-tender portal.</p> <p>The contractor must have valid 'A' Class Electrical Licence issued by Electrical Safety Department, M.P. Govt, Bhopal and any branch of the contractor should be in Madhya Pradesh. This licence must be submitted online on e-tender portal.</p>
4	Initial Security deposit	5% of Annual Contract Value.

5	Start and end date for submission of e-tender	22.08.2025 to 11.09.2025
6	Last Date and time for submission of e-tender	3:00 PM on 11.09.2025
7	Address at which Earnest Money Deposit to be submitted	The Assistant General Manager Premises & Estate Department State Bank of India Local Head Office Bhopal
8	Date and Time for opening of e-tender	3:30 PM on 11.09.2025
9	Validity period of the tender	120 days from the date of opening of Price Bid tender
10	Eligible Taxes	Income Tax shall be deducted at source as per Govt. guidelines. Payment of GST will be made as applicable The contractor shall comply with the followings:- Contractor shall have a valid GST number registration. Invoices shall specifically / separately disclose the amount of GST levied at applicable rates as per GST provisions / rules In case of correction in the bills after scrutiny contractor shall submit fresh bills for payment Contractor shall timely file the GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to the contractor.
11	Submission of Technical Bid	Contractors shall download the entire Technical Bid to get acquainted with the terms and conditions and shall upload seal and signed page 1 to 9 of technical bid on the e-tender portal without fail.
12	Period of Contract	The contract will be initially valid for one year from the date of commence of work or date of execution of agreement whichever is earlier subject to its renewal for another two similar terms on the same terms and conditions including subject to satisfactory performance of the contractor at the discretion of the bank.

13	Payment terms	Monthly payments shall be paid on production of actual bill.
14	e-Tender Service Provider Contact persons	M/S E-Procurement Technologies Limited. https://etender.sbi/ 1. Fahad Khan:- 6352631766, fahad@eptl.in 2. Jay Vyas:- 9265562819, jay.v@eptl.in 3. Mubassera Mansuri:- 7859800621, mubassera@eptl.in 4. Shaikh Nasruddin:- 6352632098, shikh@eptl.in

14. Conditional tenders if any, will not be accepted.

15. The SBI reserves the rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

16. Tenders received without EMD shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process. **EMD will be exempted for MSEs vendor on providing NSIC / MSME Certificate. This certificate must be uploaded online on e-tender portal.**

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

Assistant General Manager (P & E)

SAMPLE BUISNESS RULE DOCUMENT

ONLINE E-TENDERING FOR HIRING OF SERVICES FOR FIRE & DOMESTIC PUMP OPERATOR AND TELEPHONE LINE TECHNICIAN AT SBI LHO BUILDING, BHOPAL

(A) Business rules for E-tendering:

1. Only empaneled electrical contractors with SBI under appropriate category who are invited by the SBI shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit Demand Draft of specified amount of EMD in sealed Envelope to the office of SBI at the address mentioned hereinbefore by the stipulated date.
7. E-tendering will be conducted on schedule date & time.
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which M/s. E-Procurement Technologies Ltd. has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid on e-tendering portal.

1. E-tendering shall be conducted by SBI through M/s. E-Procurement Technologies Ltd., on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

2. M/s. E-Procurement Technologies Ltd, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. 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 Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document i.e. 120 days from the date of opening of Price Bid tender and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:
 - i. **Online E-tendering:**
 - (a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
 - (b) Online e-tendering is open to the empaneled bidders who receive NIT from the SBI/E-tendering agency and qualified for participating in the price bidding as provisions mentioned herein above through SBI approved Service Provider.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their percentage above/below the estimated cost.
 - (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as ***"Incomplete Tender"*** and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. E-Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s. E-Procurement Technologies Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
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. 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 decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider M/s. E-Procurement Technologies Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider/s. E-Procurement Technologies Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s. E-Procurement Technologies Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. E-Procurement Technologies Ltd..
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

**SIGNATURE OF THE CONTRACTOR
WITH SEAL**

Process Compliance Statement (Annexure II)

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

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704 Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

Sub: **HIRING OF SERVICES FOR FIRE & DOMESTIC PUMP OPERATOR AND TELEPHONE LINE TECHNICIAN AT SBI LHO BUILDING, BHOPAL**

Dear Sir,

This has reference to the Terms & Conditions for the e-tendering mentioned in the Tender document

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 e-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tendering event.
- 5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation / break up of our quoted price as per Annexure III & Annexure IV within 24 hours of the completion of the bid/ reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the E-tendering/ auction process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on sujith@eptl.in

Price Confirmation Letter (Annexure III)

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

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704, Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

Sub: **Final Price Quoted During E-tendering for hiring of services for fire & domestic pump operator and telephone line technician at SBI LHO building, Bhopal.**

Online Price Bid Date:

Dear Sir,

We confirm that we have quoted.

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Scan it and send to this Document on sujith@eptl.in



HIRING OF SERVICES OF FIRE & DOMESTIC PUMP OPERATOR AND TELEPHONE LINE TECHNICIAN AT SBI LHO BUILDING, BHOPAL

GENERAL TERMS AND CONDITIONS

1. No Tender will be accepted after scheduled time and date.
2. The contractor should quote their rates inclusive of all duties/levies (i.e. Education Cess, TDS etc. as applicable) but excluding GST and are subject to deduction of tax at source by the bank from bills/dues including wastage, transportation of material to the aforesaid work site, etc.
3. The tender will remain valid for acceptance by the Bank for a minimum period of 120 days from the date of opening of the price bid, the period may be extended by mutual agreement and tenderer shall not cancel or withdraw the tender during this period.
4. Time is the essence of this contract. The contractor whose tender is accepted shall take up the work on hand immediately from the date of receipt of written work order.
5. The Bank does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so.
6. The contractors are requested to acquaint themselves with the site conditions, terms & conditions, schedule of items and technical specifications of the tender and should seek requisite clarifications, if required, from this office before quoting the rates.
7. The Earnest money deposit of Rs. 14,000/- by way of Bank draft in favour of Assistant General Manager (P&E), State Bank of India, LHO, Bhopal will have to be deposited at LHO Bhopal. The tenders received without Earnest Money Deposit are liable for rejection. No interest shall be paid on the said deposit. The successful contractor will have to deposit a sum equivalent to 5% of Annual Contract Value towards security deposit in the form of Demand Draft in favour of AGM (P&E), State Bank of India, LHO, Bhopal in addition to EMD which will be retained by the same during entire period of contract period for due fulfillment of contract. EMD will be exempted for MSEs vendor on providing NSIC / MSME Certificate. This certificate must be uploaded online on e-tender portal.
8. The contractor has to obtain approval of materials/samples from the Bank prior to its procurement and use in the work.
9. In case contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.

10. The contractor should quote reasonable rates.
11. **The contractor should not quote service charges below 5%.** Any contractor quoting service charge below 5% for the services rendered per month **(Part-A)** are liable for rejection and no correspondence shall be entertained in this regard.
12. The contractors quoting abnormally low/erratic rates which doesn't comply with prevailing **minimum wages as notified by the Central Govt.** is liable for rejection and no correspondence shall be entertained in this regard.
13. The contractor shall not assign the contract and shall not sublet any portion of the contract except with the prior written consent of the Bank.
14. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract of work and acquaint himself with all local conditions, means of access to the work, nature of work and all matters appertaining thereto.
15. The rates quoted by the contractor shall be firm & fix and no variation will be allowed on any account. The rate quoted should be inclusive of all duties, levies but excluding GST, imposed by the Central or State Govt. or local administration and as applicable or become applicable during the completion period.
16. The contractor shall strictly comply with the provisions of safety code as per BIS code and CPWD guidelines.
17. The Contractor shall strictly comply with the provisions of contract labour acts or any other act pertaining to the contract labour that may be in force or that may be introduced during the currency of contract. Compliance of such acts now or subsequently will be at the contractor's cost. The payment of labour charges including providing social security such as EPF, ESI etc. to the laborers, skilled or unskilled by the contractor shall be made per the notification issued by the Government of India under the minimum wages act or by any other law in force.
18. Conditional Tenders are liable for rejection.
19. If in the opinion of the Bank the rates quoted by any contractor are found unworkable keeping in view the specifications proposed and workmanship expected, the Bank may choose to reject such tenders within its sole discretion and without any notice to the contractors. Moreover, no claim/correspondence will be entertained by the Bank in such cases.
20. In case of any tie among the tenderers on L-1 amount, SBI reserves the right to evaluate and select the L-1 Bidder on the basis of lottery system which shall be done in presence of Committee members and tenderers/bidders.
Decision of SBI in this regard shall be final and binding.
21. The contractor should maintain at site all mandatory registers including complaint book in triplicate, meter reading register, material register etc. as directed.

22. The Contractor has to engage reliable skilled workers and shall follow all labour laws and acts and shall go in for insurance for all risks at his own cost. On completion of work rubbish etc. shall be removed from the site/premises as directed.
23. All payments by the Bank under this contract will be made only at Bhopal in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.
24. All taxes prevailing during the currency of contract shall be payable by the Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST. That the terms of this contract have been read by the Contractor and fully understood by him/ them.
25. The rate quoted shall be inclusive of minimum wages payable, bonus, EPF, ESI etc. as per prevailing Central Govt. guidelines and the Employer shall not be responsible for any payment towards the above components.
26. The following components should necessarily be present in the pay structure applicable to the manpower engaged and should contain the following components:
Basic Pay
D.A.
EPF etc.
Any other statutory compliance in details, if applicable
27. Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff. The contractor may like to add any other component as they may desire to the above list to have better staff.
28. The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. The tenders quoted without complying payment of Minimum wages along with EPF/ESI/DA/Bonus, etc. as applicable as per Govt. notifications (as per prevailing Central Govt. norms) shall be summarily rejected/disqualified without assigning any reasons and any communications in this regard shall not be entertained.
29. The contract will be initially valid for one year from the date of commencement of work or date of execution of agreement whichever is earlier subject to its renewal for another two similar terms on the same terms and conditions including subject to satisfactory performance of the contractor at the discretion of the bank.
30. The contractor should submit these terms & conditions duly signed as a token of acceptance, along with their tender, failure to which their tender is liable for rejection without assigning any information which may please noted.

Signature of Contractor with Seal

Minimum Technical Qualification for Fire Pump Operator and Telephone Line Technician

S.No	Work	Required qualification and experience
1	Pump Operator (Skilled Category)	Qualification: ITI / Wiremen license for industrial electrical installation from MP Government. Experience: Minimum 3 years relevant experience of the job.
2	Telephone Line Technician (Skilled Category)	Qualification: ITI / Wiremen license for industrial electrical installation from MP Government. Experience: Minimum 3 years relevant experience of the job.

INSTRUCTIONS TO TENDERERS

Online e-tenders are invited for hiring of services of fire & domestic pump operator and telephone line technician at SBI LHO building, Bhopal.

Submission of BIDs/Tender Documents: Tenders should be submitted online in the website <https://etender.sbi/>. In addition, scanned copy of the declaration given in the last page signed with seal should be submitted online with our service provider on the website at: <https://etender.sbi/>. The tender document is not required to be sent to us in hard copy. The Tender documents with acceptance of all terms and conditions strictly as described in this tender document will be submitted online through M/s e-Procurement Technologies Ltd., Ahmadabad, the out sourcing agency approved by the Bank for e-tendering on the website <https://etender.sbi/>

1. The contractor has to provide a central toll free number/cell number for attending the maintenance complains.
2. Contract documents consist of detailed plans, technical specification, schedule of quantities of the various classes of work to be done, and the set of 'conditions of contract' to be compiled with by the person whose tender may be accepted. The documents are available in the website <https://etender.sbi/>
3. The acceptance of a tender will rest 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. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
4. Tender containing any condition leading to unknown/indefinite liability, are liable to be summarily rejected.
5. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

6. The tenderer should quote their (own) rates for undertaking the work.
7. GST as applicable will be paid extra at the time of payment of bill.
8. Tenders for works shall remain open for acceptance for a period of 120 days from the date of opening of Price Bid tender. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the Bank, then the Bank without prejudice to any other right or remedy is at liberty to forfeit the earnest money.
9. The successful tenderer, after the work is awarded, he will have to enter into an agreement with the competent authority of the Bank at LHO Bhopal.
10. The tenderer, must co-ordinate with the other agencies such as (I) Electrical (II) housekeeping etc.
11. The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
12. The work is to be carried out on different floors level i.e. ground, basement etc. depending upon the nature of work. Please note that materials and machines are required to be carried on head load and the same must be accounted in the costing. Please note that no separate cost shall be allowed for carting and shifting of materials.
13. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank's reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / before. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the Bank.
14. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the Bank may demand Bank guarantee from the contractor for satisfactory completion of these works.
15. The work has to be started within 7 (Seven) Days from the date of receipt of work order. In case of work not being started within this stipulated period, the Bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit.
16. Contractor should get approval of the samples of materials in advance with Bank Engineer before use of the same in the work'.
17. Bank has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies.
18. The tenders shall summarily rejected, if any one of the above said requirements has not been complied with.

19. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
20. The contractor should fulfill the labour regulation guidelines stipulated by the governments.
21. No advance payment in any form will be granted for the works proposed.
22. All safety code, CPWD specifications, respective Indian Standard code of practice and direction of Engineer-in-charge will be meticulously followed while executing the work.
23. The Contractor has to obtain approval of materials/samples from the Engineer-in-charge prior to its procurement and use in execution of work.
24. The tools, plants & machineries etc. required for execution of work shall be used as per direction of the Engineer-in-charge to achieve the desired quality of work for the proposed work. The proforma of the agreement is enclosed.
25. For clarification, if any, the drawing, /details referred to in the enclosed schedule of price bid can be discussed with Bank Fire Officer, LHO, Bhopal during office hours before the date of submission of tender. The Employer reserves to itself the right of altering the drawings/specifications nature of the work by adding to or omitting any items of work or division of work amongst agencies having portions of the same carried out without prejudice to this contract.
26. The successful vendor has to submit the required degree/ qualification/ experience certificates of the Pump Operator and telephone line technician along with the police verification report.
27. **The contractor must having valid 'A' Class Electrical Licence issued by Electrical Safety Department, M.P. Govt, Bhopal and any branch of the contractor should be in Madhya Pradesh. This licence must be submitted online on e-tender portal.**
28. I/We hereby declare that I/We have read the above terms and conditions /instructions Carefully and fully understood and will abide by the same.

Signature of the tenderer with seal & Date:

READ, UNDERSTOOD AND ACCEPTED

SIGNATURE OF THE CONTRACTOR WITH SEAL

Date

SCOPE OF WORK FOR DOMESTIC & FIRE PUMP OPERATOR

1. Operation: Starting, stopping, and controlling pumps to regulate the flow of materials, adjusting flow rates, pressures, and valves as needed.
2. Monitoring: Observing gauges, flow meters, and other instruments to ensure tank levels, temperatures, pressures, and reporting abnormalities.
3. Maintenance: Performing routine maintenance, such as cleaning, lubricating, and repairing pumps and vessels, using hand tools.
4. Testing of all the Fire Pumps and jockey pumps on daily basis and record of the same should be maintained in the logbook.
5. Conducting regular inspections to ensure equipment reliability.
6. Troubleshooting: Diagnosing and resolving issues like pump inefficiencies, motor failures, clogged pipes, or leaks.
7. Safety Compliance: Adhering to safety protocols to prevent accidents, injuries, or environmental hazards, especially when handling hazardous materials, working in confined spaces, electrical works etc.
8. Record-Keeping: Maintaining accurate logs of operations, maintenance activities, and incidents, and generating reports on pump performance.
9. Communication: Collaborating with team members, supervisors, and other departments using signals or telephones to coordinate operations and report issues.
10. Emergency Response: Responding to pump failures, leaks, or other emergencies by following procedures to mitigate risks and minimize damage.
11. Daily monitoring and inspection of fire hydrant system for any abnormalities / leakages, if any installed at LHO building.
12. Daily operation of domestic water pump and operating the pump as when required.
13. Daily Checking of water level of the tanks and topping up as when required.
14. Checking of diesel level of the diesel pump and its tank and topping up as when required in consultation with the Bank engineer.
15. The operation and maintenance services will be for 24 hours a day including holidays in three shifts of eight hours each.
16. Training of the staff members and other technicians about the operation of the Fire and domestic Pump.

17. The contractor shall arrange adequate relief staff for weekly rest days and holidays.

18. Routine Maintenance of 30 KLD STP installed at LHO campus: Operation of 30KLD STP plant installed at LHO campus and perform preventive maintenance on equipment like pumps, aerators, clarifiers, and filters to prevent breakdowns and ensure longevity. Diagnose and resolve operational issues, such as equipment malfunctions, blockages, or process inefficiencies, to minimize downtime. Ensure the plant and its components, such as screens, tanks, and pipes, are clean and free from clogs or debris. Regularly calibrate sensors and monitoring instruments to ensure accurate readings and reliable data.

19. Operation of the R.O. System and 3MT chiller: Start, operate, and shut down the reverse osmosis plant and Chiller as per standard operating procedures (SOPs). Monitor and control system parameters such as pressure, flow rates, temperature, and pH to ensure optimal performance. Maintain the temperature of the chiller as per the weather conditions. Adjust valves, pumps, and other equipment to maintain proper water flow and treatment efficiency. Regularly check water quality parameters (e.g., TDS, conductivity, pH) to ensure that output meets required standards. Collect water samples for laboratory analysis and interpret results to detect deviations. Monitor membrane performance and detect signs of fouling or scaling. The S.S tanks should be cleaned at regular intervals.

SCOPE OF WORK FOR TELEPHONE LINE TECHNICIAN

1. Installation, maintenance, and repair of telephone lines of LHO Building under the guidance of Officer-in-charge.
2. Diagnose and troubleshoot issues related to telephone connectivity and performance timely.
3. Routine inspections and preventive maintenance of telecommunication infrastructure.
4. Maintain record of call attended by the technician during the day.
5. Coordinating with different telecom agencies for timely resolution.
6. Maintenance of Telephone exchange in LHO premises, Bank house, DGM bungalow E-3, VIP Guest house, Char imli guest house, ATC at RBO-2 premises.
7. The contractor shall arrange adequate relief staff in absence of regular staff provided by agency.
8. Troubleshooting of EPBX related problems.
9. Adhere to safety protocols and industry standards while working.

Other Scope:

1. (i) Round the clock Pump Operator (3 No.) for day to day of operation of domestic and Fire Pump, RO Plant, STP plant at LHO

(ii) One Telephone Line Technician in General Shift for day to day work at LHO premises, Bank house, DGM bungalow E-3, VIP Guest house, Char imli guest house, ATC at RBO-2 premises and whenever required.

2. The contractor has to deposit security deposit @ 5% of the Annual AMC charges in the form of Demand Draft from any scheduled Nationalized Bank drawn in favour of Assistant General Manager (P&E), SBI payable at Bhopal.

3. Bank reserves the right to reject any or all the tenders without assigning any reason.

4. In case of absence / leave/ weekly off, staff suitable alternate arrangement shall be made by the contract failing which penalty @ Rs.1,000.00 per person per day will be imposed.

Similarly, the detection of proxy attendance of skilled or unskilled staff shall attract similar penalty / cancellation of contract.

5. The contractor should have necessary license (A-Class), contract labour (Regulation & Abolition) Act or any other relevant law. Registration with Sales Department of work contract, Provident Fund Department, and should follow all labour laws prevalent on date. Copies of all certificate(s) shall have to be deposited with tender.

6. All taxes, as prevalent on date and as per rules, shall be deducted at source from all bills.

7. The payment of the labour charges to the laborers, skilled, unskilled and supervisor by the contractor shall be made as per the latest notification issued from time to time by the appropriate Government under the Minimum Wages Act. Contractor should pay/credit the wages to his workers in their account as per minimum wages act and you have to produce the account statements having paid the wages as per Minimum wages Act. The Contractor's bills submitted without the Bank Account statement showing that payment to workers has been made as per the Minimum wages ACT as per latest notification will not be accepted. Deduction, contribution and payment of all the statutory dues, proof to be attached with monthly bill, Eg. PF Challan etc.

8. The liability of the contractor, if any, under various laws is emphasized, in case the Bank suffers in any manner due to non-compliance of any law on the part of the contractor, the contractor shall indemnify the Bank in all respects.

9. That the contractor shall be responsible for the behavior of the workers engaged / appointment by him. In case any such worker misbehaves with any staff then the Bank can direct the contractor to remove such worker from the Bank's Complex and Bank shall be within its right to forbid the entry of such workman or any other person there being and on behalf of the contractor, in the LHO Premises in question.

10. The CONTRACTOR shall have required number of caution boards such as 'Men on line'. Don't switch on" for displaying on the controlling switch gears, while undergoing repair work.
11. The CONTRACTOR will follow all electricity safety rules as per tender documents and also required safety precautions while doing work on the equipments.
12. Local security rules shall be observed by the Contractor and his staff.
13. It will be the responsibility of contractor to keep the Pump room, Pumps, Panels etc. neat and clean.
14. CONTRACTOR shall be responsible for any damage due to negligence of his staff and shall have to make good such damages to its original shape and description as when breakage etc. is noticed or taken.
15. The vendor shall submit the monthly bill along with the Bank Account statement print as a proof having credited the salary to his workers as per the minimum wages act. Monthly bill of the vendor will not be accepted without the salary credit print. In case, if it is found that vendor is not making the payment as per the minimum wages to his workers, his contract can be terminated without giving any notice to the contractor. Deduction, contribution and payment of all the statutory dues, proof to be attached with monthly bill, Eg. PF Challan etc.
16. No advance payment of any kind shall be made.
17. The CONTRACTOR shall employ qualified / trained persons for operation & maintenance of electrical installation and shall be fully responsible to obtain such licenses for taking up the above work as are prescribed by the state/local bodies/CPWD both for execution and operation staff. They shall also be responsible for any periodic statutory inspections to be carried out on the equipments, rectification of defects pointed out during such inspections etc. A failure of contractor to comply with all penalties imposed by the state/ local bodies and the inspection and subsequent rectification will be carried out by the Bank at his risk and cost.
18. The contract can be terminated by either party without assigning any reasons by giving a notice period of 60 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.
19. In case of any accident happens during the operation and maintenance of the equipment, leading to injuries / damages to human beings, the contractor shall be solely liable and responsible to settle the claims arising out of such accident and shall also indemnify the Bank against all claims, actions, loss damages, Costs, Charges , expenses (including legal expenses) which the Bank may suffer or incur on account of such accident.
20. The CONTRACTOR will provide technical advices for proper maintenance of the system and their safety and when it sought by the department.
21. The CONTRACTOR shall visit the premises before quoting.
22. As per terms of the contract, extra manpower will have to be procured/ provided by the contractor as and when required.
23. The Bank will not be liable or responsible financially or otherwise for any injury/disablement/ death caused to any personnel of the contractor while executing the work under this tender. The Contractor shall obtain adequate insurance policy in

respect of his workmen engaged for the work, towards meetings the liability of compensation arising out of death, injury/disablement at work, workman compensation etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

24. The CONTRACTOR shall provide two set of uniform including shoes to his employees annually at its own cost as per approved colour, specification and of standard make and ensure their cleanliness and use. Identity cards shall be issued by you to all your employees and they will wear it during working hours in the Bank.

25. Please note that no residential accommodation shall be provided by the Bank for any staff of contractor.

26. The Contractor will have to agree for the lowest/approved rates for miscellaneous electrical job to be executed at the site.

27. The contractor must have registration No. of PF, ESI and code no etc.. in this regard must be allotted them and he has to submit the copy to Bank. Local security rules shall be observed by the contractor and his staff. The contractor is responsible for arranging the reliever for the staff/worker, who is on the leave and no additional cost is payable for the same.

28. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor and paid to the respective Government Departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.

29. The contractor shall in terms of the provisions of Sections 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act 1970 and the rules under the said act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to its other rights and remedies under these presents. The contractor shall be responsible for proper maintenance of all the registers. Records and accounts so far these relate to the compliance of any and all statutory provisions / obligations.

30. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles / equipments or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

31. The contractor shall not assign or sublet without the written consent of the bank the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank at its discretion but without prejudice to its other rights and remedies terminate this contract.

32. If during the currency of the Contract, any Statute, rules / Govt. notifications prohibits employment of Contract Labour for the services envisaged under this agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the contractor or his workmen / employees.

33. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.

34. The following measuring instruments/ equipments and tools in good working condition must be available at site/ with the Pump Operator/Telephone Line Technicians and other equipments shall be brought by the CONTRACTOR as and when required at their cost (If any)

35. Medical insurance (Hospitalization for 05 lakh and personnel accidental insurance policy for 20 lakhs) for all the 04 operators deployed to be submitted at the time of engagement.

36. The staff shall not report to work or remain at the work place under the influence of alcohol, drugs or any intoxicating substances.

Annexure : Other details in enclosed annexure A, B, C, D and E

ANNEXURE - A SAFETY CODE:

The Safety Code has to be observed by the Contractor as under:-

1. These shall be maintained in a readily accessible place - first aid appliances including adequate supply of sterilizers, dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
3. Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30cms (clear) and the distance between two adjacent rungs shall not be more than 30 cms. when a ladder is used, an extra Mazdoor shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fences or railing minimum height of which shall be one meter.
6. No floor, roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
7. Suitable face masks should be supplied for use by the workers, when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate enough and free from defects.
9. The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
10. The contractor will ensure proper safety measures, PPEs and all other precautions/ training while working in confined space (underground pump room).

Signature with seal and date of the Tenderer

ANNEXURE -B

PENALTY

- 1) The Bank is at liberty to impose suitable penalty and deduct the same either from the bills submitted by the contractor or at its discretion from the Security deposit for any damage caused to bank's property by the contractor or for unsatisfactory work.
- 2) The contractor shall while maintaining or repairing the Pumps, Telephone Lines, electrical items, equipments/substation equipments and other development works at the aforesaid complex only for the aforesaid maintenance and repair purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the contractor liable for all the losses and of damages suffered or may be suffered by the bank in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.
- 3) The contractor shall keep Pumps, telephone lines, RO plant, STP plant, switches, switchgears, electrical apparatus, DBs, wirings, switch boards etc of all the floors of the various buildings in the aforesaid complex whatsoever nature in good, substantial and proper working order and condition while carrying out the maintenance and repairs operations of the aforesaid work and shall not come cause any damage or destruction to the aforesaid fixtures and fittings and material and contractor expressly undertake to indemnify and keep the Bank indemnified from all monetary losses. Legal actions proceedings suffer the bank and pay all the costs charges of expenses and whatsoever nature immediately on demand by the Bank.
- 4) The contractor specifically agree for the safe custody and storage of the various materials supplied to him by the bank and shall indemnify the bank for all the losses in the event of any theft, robbery, dacoity, fire or civic circumstances and will not allow any free access to any person who is not acceptable to the bank.
- 5) In case the contractor or any of their employee fails to fulfill their obligations including any work for any day or any number of days to the satisfaction of the bank, for any reason whatsoever, they shall pay way of liquidated damages 0.5% of the contract value per week subject to a maximum of 5% of the contract value and the bank shall without prejudice to their other right and remedies, be entitled to deduct such damages from the money, if any payable to the contractor.

Signature of Contractor

Date:

Seal:

ANNEXURE – C

CERTIFICATE

"Certified that We have remitted the monthly subscription of Employees' Provident Fund & Employees State Insurance as applicable to the workers employed by me in State Bank of India, Local Head Office Building, Hoshangabad Road, Bhopal - 462011 for _____ work for _____ month _____ Year."

Office in which subscription remitted

Bill No. & date EPF ESI

Signature of Contractor

Date:

Seal:

ANNEXURE – D

Declaration regarding wages to be paid by the contractor to contract labour

(This is to enable the SBI to satisfy themselves of the intention of the contractor to adhere to minimum wages Act. etc.)

1. Wage per day contract labour) Rs..... ... (in figures
) proposed to be paid by the contractor) Rupees excluding employer
contribution of).....
EPF but including employee contribution).....(in words)
of EPF.

Place :

Date :

Signature with seal of the Contractor:

Name in block letters :

Address :

Signature of Contractor

Date:

Seal:

ANNEXURE - E UNDERTAKING

We hereby certify that we have gone through the tender document fully and we have understood the conditions therein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI etc.

Place :

Date :

Signature with seal of Contractor :

Name in block letters :

Address :

AGREEMENT FORMAT

The Bank and the Contractor are sometimes individually referred to as a "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

WHEREAS the Bank is desirous of executing the HIRING OF SERVICES OF FIRE & DOMESTIC PUMP OPERATOR AND TELEPHONE LINE TECHNICIAN AT SBI LHO BUILDING, at Bhopal as per the requirements and terms & conditions set forth in the Tender invitation document dated issued by the Bank and Vendor's renewal letter dated(herein after referred to as "the work") which shall form part and parcel of this agreement.

WHEREAS the Contractor is an empanelled Contractor with the Premises & Estate Dept. of the Bank's Local Head Office, Bhopal and has offered to execute the Work as per the requirements and terms and condition set forth by the Bank and contractor participated in the aforementioned tender and has been successful as an L1 Bidder and accordingly awarded this Contract as per the terms of the tender.

WHEREAS on the basis of the representations and offer made by the Contractor, the Bank has agreed to accept the offer of the Contractor to execute the work and the Parties hereto have agreed to enter into this Agreement for the purpose of recording the mutually agreed terms and condition reached between them concerning the provisions of the work.

NOW IN CONSIDERATION OF THE PREMISES AND THE COVENANTS, TERMS AND CONDITION CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The maintenance contract will be initially valid for one year from the date of commence of work or date of execution of agreement whichever is earlier subject to its renewal for another two similar terms on the same terms and conditions including subject to satisfactory performance of the contractor. However, the contract can be terminated by the either party any frame by giving Two month's notice in writing.
2. The Annexureannexed to this Agreement, as detailed hereunder, are integral parts of this Agreement and the Parties shall be bound by the terms and conditions contained therein.

Scope of Work:

a. The Work to be executed by the Contractor shall be as set forth in the Annexure of this Agreement. The Contractor shall execute the Work with due diligence and efficiency at the Local Head Office Building's premises.

b. The Contractor should execute the Work by engaging qualified maintenance staff having requisite technical and other competence, qualifications, experience and expertise and shall obtain insurance for all risks at his own cost. The minimum number of skilled staff to be deployed by the contractor at the above site of the Bank shall be as under:

(i) Round the clock Pump Operator (3 No.) for day to day of operation of domestic and Fire Pump, RO Plant, STP plant at LHO.

(ii) One Telephone Line Technician in General Shift for day to day work at LHO premises, Bank house, DGM bungalow E-3, VIP Guest house, Char imli guest house, ATC at RBO-2 premises and wherever required.

Agreement for supply contract labour to the Bank:

This Agreement is for operation of domestic and fire pumps, RO Plant, STP plant and telephone line maintenance at the SBI, Local Head office Premises sites of the Bank and that persons employed by the Contractor for executing the Work under this

Agreement shall be the employees of the Contractor and in no event they shall be deemed to be the employees of the Bank.

Charges Payable for the hiring of services of fire and domestic pump operator and telephone line technician:

The charges for hiring of services of fire and domestic pump operator and telephone line technician shall be paid to the Contractor on monthly basis at the rates specified in the Schedule of Charges to this Agreement. The payment for every month shall be made by 1st week of the following month, subject to satisfactory performance of the Work and on production of bills & other required documents (original purchase receipts/cash memo etc. relating to purchase of material etc.) in support of claims. The payment shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. All the other necessary supporting documents as advised like Payment receipts certification online, PF, ESI, etc as per Govt. norms and as per Bank advised to be submitted by the contractor along with the bills.

Security Deposit:

The Contractor have to deposit a sum of 5% of Annual Contract value towards security deposit in the form of Demand Draft in favor of The Assistant General Manager(P&E) for entire period of contract period for due fulfillment of contract. This Demand Draft will be treated as security deposit for due performance of contract and will be retained by the Bank for entire period of the Agreement. In case Contractor fails to undertake the job within stipulated time or leave the same incomplete or carryout substandard work or in case the work is not carried out to the entire satisfaction of Bank or in case of any violation or breach of any terms of this Agreement by the Contractor, the Bank will be at liberty to forfeit the security deposit.

7. COMPLIANCE OF LABOUR & OTHER STATUTORY LAWS AND OTHER RESPONSIBILITIES ETC.

7.1 The Contractor shall strictly comply with all Labour and such other Statutory Laws in relation to the Work to be executed and the personnel engaged by the Contractor. The Contractor shall be solely responsible for all acts of the said personnel so engaged and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and the said personnel engaged by the Contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel do engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer to all such claims and demands of personnel so engaged, under any laws for the time being in force.

7.2 The Contractor should possess, during the entire duration of these presents, all licences and registration as may be required under any law and shall be responsible to register themselves and obtain a valid license under Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules there under. It should comply with and carry out all the provision and obligation under the said Act and Rules and shall indemnify Bank against any penalties/claims from any default on their part. A copy of the certificated shall be furnished to the Bank before commencement of the work. The Contractor shall fully comply with all the applicable laws, rules and regulations relating to PF Act, including the payment of PF contributions, payment of Gratuity Act, Payment of Bonus Act, Minimum Wages Act, or any other regulatory or Statutory requirement.

7.3 The Contractor shall be responsible for payment wages allowances and any other amount including, ESI, provident fund/gratuity and pension, if any, as per the applicable labour laws to the personnel engaged by it for executing the Work. In terms of the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the authorised representative of the Bank and shall obtain due certification to that effect from the said authorised representative of the Bank. Any violation of the aforesaid provisions of the Law by the Contractor will entail forthwith termination of this agreement in addition to such penal consequences.

The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as these relate to the compliance of any statutory provisions/obligations. The Contractor shall be responsible for maintaining records pertaining to Payment of Wages Act and also for depositing the PF contributions if required with authorities concerned.

The Contractor shall ensure payment of minimum wages prescribed under the Minimum Wages Act to the workmen employed by him and shall maintain a register of wage slip to every workman employed by him/them and obtain their signature or thumb impression on the wage slips in the presence of the Bank's authorized representative. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen.

8. Accidents/ Insurance:

The Contractor will be responsible to bear payments of compensation (under Employees' Compensation Act, 1923 or if any, other such similar Laws for the time being in force & amended from time to time by Govt.), in the event of loss of life of any person(s) or any injury or of any physical hazard of any nature, whatsoever and howsoever described, to his workers or to the third party or to any residents or their dependents, friends, relatives by any or all acts of commissions or omissions of the Contractor himself or of any persons working under him or claiming through him to be his agent during the governing of this agreement. The contractor should take adequate insurance cover including workman compensation for all risks at his cost.

9. Safety Code:

Contractor shall be responsible to observe the Safety Code set forth in Annexure "I"

10. Income Tax at Source:

Income Tax will be deducted from all payments to the Contractor as per the provisions of the Income Tax and TDS for the same will be issued to the contractor in due course.

11. Penalty:

In case of Contractor's failure to comply with provisions of the agreement or rendering unsatisfactory services including abnormal delay in attending the complaints, the Bank will be at liberty to get such work done from any other agency at the risk and cost of the Contractor including imposition of suitable penalty and the cost thereof shall be recovered by the Bank from their bills or any other dues including security deposit/retention money etc., whatsoever contractor shall also be responsible for the penalty.

12. Termination:

The contract can be terminated by either party without assigning any reasons by giving a notice period of 60 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.

The Bank will be at liberty to terminate this Agreement at any time during the currency of this Agreement by giving a notice period of 60 days, if the maintenance Work

rendered by the Contractor is found not satisfactory to the Bank or in case of any violation or breach of any terms of this Agreement by the Contractor. In the event of termination of this Agreement for any reason whatsoever, the Contractor or any person(s) employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation or damages or otherwise.

13. Other terms and Conditions:

- a. Time is the essence of this contract and the Contractor shall take up the work on hand immediately from the date of receipt of written work order. In case Contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other Contractor at its discretion and security deposit of the contractor will be forfeited.
- b. The Contractor has to obtain approval of materials/samples from the Bank prior to its procurement and use in the work.
- c. The Contractor shall not assign the Work under this Agreement. The Contractor shall not subcontract any portion of the Work under this Agreement except with the prior written permission of the Bank.
- d. The Contractor shall strictly comply with the provisions of safety case as per BIS Code and CPWD guidelines.
- e. The Contractor should maintain at site all mandatory registers including complaint book in triplicate, material register etc as directed.
- f. On completion of work rubbish etc. shall be removed by the Contractor from the site/ premises as directed.
- g. The Contractor or Contractor's Engineer should visit the site/office 3 times in a week and also as and when required.
- h. The Contractor will have to attend all complaints immediately. Preferably, the complaint should be attended on the same day. In case of unavoidable circumstances if the time required for attending the complaint is likely to exceed 24 Hrs. the same should be brought to the notice of the Bank well in time and adequate stop gap arrangements will have to be made by the Contractor to avoid inconvenience to the occupants of the colony.

14. The Contractor will have to maintain all types of records for consumption & receipt of material, complaint book, Work completion report signed by the occupant etc. as directed by the Bank from time to time and other instructions from the Bank in this regard.

15. The contractor will ensure that the defects are attended to promptly and efficiently.

16. The Contractor should submit ownership/partnership letter along with this signed agreement.

17. The Contractor shall, while operating, maintaining or repairing the Domestic and fire pumps, RO Plant, STP plant and telephone lines maintenance works at the aforesaid SBI, Local Head office Building use the aforesaid premises only for the aforesaid maintenance & repair purposes and not for any other purposes. Any violation or breach of this condition shall make the Contractor liable for all the losses and or damage suffered or may be suffered by the Bank in addition to monetary liability for all the consequences, besides forfeiture of his security deposit.

18. The Contractor shall keep all the Pumps, fire panels and fire hydrant system, RO Plant, STP plant, telephone lines and other Electrical equipment's in proper working order & condition while carrying out the maintenance & repairs operations of the aforesaid works & shall not cause any damage or destruction to the aforesaid fixtures & fittings & material & the Contractor expressly undertake to keep the Bank indemnified and pay all the costs charges or expenses of whatsoever nature immediately on demand by the bank.

20. That the awarding of the maintenance & repair contract for the; aforesaid works being personal in nature, the Contractor shall not assign or subcontract or grant any license in respect of the; aforesaid works to any person whosoever without the knowledge & prior written permission of the Bank or part with the possession of any space/material given to him by the Bank & the Bank will be at liberty to terminate this agreement upon notice of such violations or irregularities by the contractor.

21. The contractor shall not do or permit to be done any action whether by way of commissions or omissions whereby the value of the materials supplied to him or the sanitary & carpentry installation, fittings & fixtures in the aforesaid complex is/are 'deteriorated diminished nor do or permit to be done any act of waste, pilferage or do permit to be done anything in the aforesaid complex whereby the Bank is made to incur any liability or responsibility to MPMKVCL, Municipal, Electrical safety departments and other local safety authorities.

22. In the event of the Contractor failing to undertake or carryout the aforesaid maintenance/repair works or absconds during the currency of this agreement with or without any material supplied to him or leaves without payment to his laborers of the wages, compensation, remunerations & any other money payable to any of the laborers, the Bank shall be entitled to forfeit the security deposit furnished by the Contractor without assigning any reason & without incurring any liability whatsoever to the labourers. The powers conferred under this clause on the Bank is in addition to & without prejudice to any other power or right or remedy which the Bank may have against the Contractor under the law, time being in force in this behalf.

23. The Contractor specifically agree for the safe custody & storage of the various materials supplied to him by the Bank, if any and shall indemnify the Bank for all the losses in the event of any theft, robbery, fire or civic disturbances & will not allow any free access to any person who is not acceptable to the Bank.

24. The workers including supervisor/contractor's engineer shall wear apron (printed company's name) and identity card issued by the contractor during duty time.

The Contractor shall:

a. Ensure that he/she deploys only adult, trained and competent person who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenance works.

b. Be responsible for any arrange to bear costs of such equipment's, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.

c. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons employed by him/her for the purposes for rendering the services required by the Bank under this tender. Written records for having made these payments will be submitted to the Bank, at monthly intervals for its verification.

d. Maintain neatly, completely and legibly registers, records, reports and submit for inspection by various authorities at short notice.

e. Ensure that his/her employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the Contractor and/or his employees have observed the same.

f. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

g. Ensure that no employee of the Contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling Contractors obligations.

h. Be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the Contractor or his employees or agents.

i. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times they are working in Bank's premises.

j. Provide distinct uniform's to his/her employees or agents different from the Bank's employees. The uniform should have logo of the Contractor's firm/company and shall be kept neat, tidy and in a wearable condition.

h. Obtain police verification of all its employees or agents engaged by it to execute the work.

25. The Contractor shall indemnify the Bank against all losses and claims, damages or compensation for breach of any provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Contractor only shall be responsible for liabilities, if in this regard.

26. Jurisdiction-The courts in Bhopal shall have jurisdiction to decide any dispute that may arise between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first mentioned above.

State Bank of India
Name

Contractor By:
Name

Witness

Witness

LETTER OF DECLARATION

The Assistant General Manager
State Bank of India
Premises & Estate Department
Local Head Office
Bhopal.

Dear Sir,

HIRING OF SERVICES OF OF FIRE & DOMESTIC PUMP OPERATOR AND TELEPHONE LINE TECHNICIAN AT SBI LHO BUILDING, BHOPAL

Having examined the terms & conditions, drawings, specifications, design relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the quotation, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum on the item rate basis mentioned in the attached schedule and in accordance in all respect with the specifications, design, drawings and instructions in writing referred to in conditions of quotation, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

MEMORANDUM

a) Description of work: - Hiring of Services Of Fire & Domestic Pump Operator And Telephone Line Technician at SBI LHO Building, Bhopal.

b) Earnest Money Deposit: - Rs. 14,000.00

c) Annual maintenance contract: - One year subject to renewal for two similar terms of one year each upon satisfactory performance of work.

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to STATE BANK OF INDIA, the amount mentioned in the said conditions.

I/we have deposited demand draft for a sum of Rs. 14,000/- as Earnest money deposit with State Bank of India. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to State Bank of India.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.

Yours faithfully

Signature of contractor