NIT NO:LUC201906055 DATE:12.06.2019



SBI INFRA MANAGEMENT SOLUTIONS PVT LTD (WHOLLY OWNED SUBSIDIARY OF SBI)

INVITES TENDERS ON BEHALF OF STATE BANK INSTITUTE FOR LEARNING AND DEVELOPMENT, VARANASI.

TECHNICAL BID OFFLINE AND ONLINE PRICE BID THROUGH E-TENDERING PROCESS.

FROM THE BANK EMPANELLED ELECTRICAL CONTRACTORS IN THE LUCKNOW CIRCLE

FOR THE WORK OF OPERATION AND ROUTINE UPKEEP OF HT/LT ELECTRICAL SYSTEM ETC. IN STATE BANK INSTITUTE FOR LEARNING AND DEVELOPMENT, SBI, MAIN BRANCH CAMPUS, OPPOSITE KUTCHERI, VARANASI-221002

CLIENT:

SBI INFRA MGMT. SOL. PVT. LTD. STATE BANK OF INDIA, ADMINISTRATIVE OFFICE BUILDING, GROUND FLOOR, OPPOSITE KUTCHERY, VARANASI-221002 MOB. NO. 7408403577



(WHOLLY OWNED SUBSIDIARY OF SBI)

SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI invites tenders (Tender fee, EMD, Technical Bid and required documents in hard copies as well as soft copies and Price bid in **Electronic form through sealed bid option**) from Bank empanelled electrical contractors in Lucknow Circle having GST, EPFO and ESIC registration for the work of Operation and Routine Upkeep of HT/LT Electrical System etc. in SBILD Varanasi, details given below:

1. Name of Work :	Operation and Routine Upkeep of HT/LT Electrical System etc. in State Bank Institute for Learning and Development, SBI, Main Branch Campus, Opposite Kutcheri, Varanasi-221002 Tender ID: LUC201906055
2. Time Period of Work	Work Contract will be for a period of 12 months with full discretion to the Bank to extend it by another 12 months, all terms and conditions remaining the same.
4. Earnest Money Deposit(EMD) :	Rs. 16,000.00 (Rs. Sixteen Thousand only) in the form of Demand Draft or Banker's Cheque in favour of SBI Infra Management Solutions Pvt. Ltd, payable at Lucknow. <i>(to be submitted in a sealed envelope)</i> .
5. Security deposit :	5 % of Bank accepted per month tender amount X12 in form of Bank STDR favouring The Director, SBILD, Varanasi
6. Document Tender Fee:	Non refundable fee of Rs. 3000.00(Rs. Three Thousand Only) online deposit through State Bank Collect(SB Collect). The print out of the receipt should be submitted with the technical bid of the tender failing which tender shall be rejected. Process for tender fee submission is as under: Open website <u>www.onlinesbi.com</u> > Select SB Collect from Top Menu, click the check box and "Proceed" 3) Select "All India" in "State of Corporate/Institution" & Select "Commercial Services" in "Type of Corporate/Institution" then "Go" 4) Select "SBI Infra Management Solutions pvt. Ltd" in Commercial Services Name and "Submit" 5) Select "Tender Application Fee" in "Payment Category" and enter the "Tender ID" exactly as given in first page top of this tender(characters in uppercase Only). 6) Fill up all fields such as email, GST No., Mobile No, Vendor/Firm Name etc and make payment. 7) Enclose payment receipt having unique reference No. along with EMD.
7. Availability of tender documents :	Tender documents and NIT can be downloaded from Bank website <u>www.sbi.co.in</u> under the link " Procurement News" and SBI e- tender portal https://etender.sbi from 13.06.2019 to 14:00 Hrs on 27.06.2019.

8. Address at which the hard copy of Tender fee, Technical bid and EMD of tenders are to Be submitted :	Tender fee, technical bid, copy of EPFO & ESIC, copy of GST registration certificate and EMD should be submitted physically/by post/courier at SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. State Bank of India, Administrative Office, Ground Floor, Opposite Kutchery, Varanasi - 221002 before 27.06.2019 by 14:00 Hrs. Contact: Ramji Sharan, Dy. Manager(Electrical)-07408403577
9. Last Date & Time of submission of online e-tender /Price bid:	Online uploading of signed and scanned copies of first four pages of Technical Bid, EMD DD with tender fee DD and online submission Price bid through the SBI e-tender portal https://etender.sbi Upto 14:00 Hrs on 27.06.2019.
10. Date and time of opening of e- tender:	27.06.2019 at 14:30 Hrs Technical bid and Date and time of opening of Price Bid shall be decided and intimated after opening of Technical Bid on scheduled date and time or may be opened on same day after scrutiny of technical bid (Online Technical bid will be opened only of those bidders who will submit proper EMD, tender fee and technical bid in hard copy. Price Bid will be opened only of those bidders who are successful in Technical Bid after scrutiny)
11. Defects liability Period :	12 month
12. Validity of order :	02(two) month from the date of opening of pride bid of tender.
13. Penalty Provision :	See relevant clause(s) of tender document
14.Agency for arranging online bidding	M/s e-procurement Technologies Limited, Ahmedabad. bidding. E- tendering guidelines may be obtained from Primary Contact Numbers:- M:- 9081000427 / 9904407997 1. Sujith Nair:- 079-68136857, sujith@eptl.in 2. Jaymeet Rathod:- 079-68136829, jaymeet.rathod@eptl.in 3. Vinayak Khambe:- 079-68136835, vinayak.k@eptl.in 4. Nadeem Mansuri:- 079-68136853, nadeem@eptl.in 5. Anshul Juneja:- 079-68136850, anshul.juneja@eptl.in 6. Hemangi Patel:- 079-68136852, hemangi@eptl.in 7. Devang Patel:- 079-68136859, devang@eptl.in 8. Kanchan Kumari:- 079-68136820, kanchan.k@eptl.in 9. Salina Motani:- 079-68136852, salina.motani@eptl.in

9. Salina Motani:- 079-68136852, <u>salina.motani@eptl.in</u> *Mode of Submission of Tender:* The tender shall be submitted in both physical and online in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

<u>1. Envelope shall contain Earnest Money Deposit, Technical Bid along with Covering Letter, Copy of GST registration certificate, Copy of EPFO and ESIC Registration certificate from the manufacture and Cost of Tender Document.</u>

2.<u>Online uploading of signed and scanned copies of first four pages of Technical Bid, EMD DD with tender fee</u> DD/online deposit reciept and price bid is to be submitted online

Operation and Routine Upkeep of HT/LT Electrical System etc. in State Bank Institute for Learning and Development, SBI, Main Branch Campus, Opposite Kutcheri, Varanasi-221002.

The envelope containing the tender documents as per instructions mentioned above shall be submitted in the office of *SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., State Bank of India, Administrative Office, Ground Floor, Opposite Kutchery, Varanasi – 221002.*

Envelope marked **Technical Bid** containing Earnest Money Deposit along with Covering Letter and Cost of Tender Document, <u>Copy of GST registration certificate</u>, <u>Copy of EPFO and ESIC Registration certificate</u> will be opened if the Earnest Money Deposit or Cost of Tender Document, <u>Copy of GST registration certificate</u>, <u>Copy of EPFO and ESIC Registration certificate</u>, <u>Copy of EPFO and ESIC Registration certificate</u> is/are not found as prescribed, the tender shall be rejected.

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.

SBI/SBIIMS has the right to accept/ reject any or all tenders without assigning any reasons.

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS)

INSTRUCTIONS TO THE TENDERERS AND GENERAL TERMS AND CONDITIONS

1. Tenderers are advised to carefully read the "Notice Inviting Tender" for details of Earnest Money Deposit, Tender Fee, date & time of submission/opening of tenders etc. Before quoting tenderers are also advised to carefully read the tender document and inter alia duly consider clauses related to the following issues/points which impact cost:

- i. Workmen Deployment.
- ii. Minimum wages as per Labour Commissioner(Central).
- iii. EPFO(Employee Provident Fund Organization).
- iv. ESIC(Employee State Insurance Corporation).
- v. Relevant Labour laws.
- vi. Scope of work.
- vii. Activities(Daily, Weekly, Monthly and Annually)..
- viii. Dress for Workman.
- ix. Point S. No. 39 of Annexure-A.

2. Tender documents and NIT can be downloaded from Bank website <u>www.sbi.co.in</u> under the link " Procurement News" and SBI e-tender portal https://etender.sbi from 12.06.2019 to 14:00 Hrs on 27.06.2019. More than one tenders will not be accepted from one firm.

3. Technical bid are to be submitted physically/by post/courier in a sealed covers, addressed to the SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD. State Bank of India, Administrative Office, Ground Floor, Opposite Kutchery, Varanasi – 221002 as well as scanned copy of first four pages of tender document, EMD and tender fee are to be uploaded on e-Tender website. Technical Bid should contain the Earnest Money Deposit in requisite form, copy of online tender fee submission receipt, copy of PAN card, copy of GST Registration Certificate, copy of EPFO registration certificate, copy of ESIC registration certificate and full tender document (Notice Inviting Tender, Annexure- A) with each page signed and stamped as token of tender being unconditional. The envelope shall be superscribed "Technical Bid and EMD For Tender For Operation and Routine Upkeep of HT/LT Electrical system etc. in State Bank Institute for Learning and Development, Main Branch Campus, Opposite Kutcheri, Varanasi-221002 due on 27.06.2019" Price bid shall be submitted online through the SBI e-tender portal https://etender.sbi Technical will be opened first and Price Bid of only those tenderers will be opened who in Technical Bid have submitted EMD, Proof of tender fee submission and other required documents. Date and time of opening of Price Bid shall be decided and intimated after opening of Technical Bid on scheduled date and time or may be opened on same day after scrutiny of technical bid. Price bid shall be submitted online through "Sealed Bid Option" on the portal https://etender.sbi.

4. Rates should be quoted both in figure and words. In case of conflict the rates quoted in words will be considered.

5. In the price bid rates have to be quoted in one item, one the monthly rate including inclusive of all applicable taxes, levies, cess, duties, Minimum wages, EPFO charges, ESIC charges, conveyance allowance, bonus, food allowances, uniform/ shoes etc. to the workmen but EXCLUSIVE OF GST(item 1 of Bill of Quantity). In bills raised for payment by the vendor on whom orders are placed the GST component should be mentioned separately and the sum total of the monthly bill should be same as the total quoted price. In case GST rate changes during the tenure of the contract the GST component of tender bid will be accordingly revised and admitted. If the rates

6. The contractor on whom orders are placed shall have to submit the following within seven days of receipt of order :

a. Security Deposit in the form of Demand Draft/Bankers Cheque/STDR favouring The Director, State Bank Institute for Learning and Development, Main Branch Campus, Opposite Kutcheri,

Varanasi of value 12x5% of accepted monthly rate at which orders are placed. Bank shall have full authority and discretion to make any recoveries if deems fit for entire or part amount from the Security Deposit to cover any loss or deficiency arising out of the contractors doing. Earnest Money deposit shall be returned on submission of the Security Deposit. The Security Deposit shall be retained by the Bank for the full period of the contract.

7. Initial contract will be for 12 months and Bank shall have full discretion to extend it for another twelve months, all terms and conditions remaining same.

8. Bank shall have full discretion to cancel the contract any time giving one month prior notice to the contractor without assigning any reason. If for any reason the contractor do not want to continue the contract they will have to give three months notice to the Bank.

9. Payment shall be made on monthly basis on production of bill along with attendance register, Bank account statements of payment of wages to labour and evidence of having completed up to date payments/formalities in respect of EPF and ESI. All applicable statutory deductions like Income Tax, TT as applicable shall be made from the payment.

10. Tenderer should take careful note of the following Terms & Conditions:

i. Only those contractors are eligible to tender who hold valid PAN card, GST registration, EPFO and ESIC registration on date of submission of tender. Copy of the four Registration Certificates are to be submitted in Technical Bid of the tender.

ii. Security Deposit as detailed at point s.no.6 above shall have to be submitted within seven days of receipt of order.

iii. Formalities required to be completed with the Labour Commission (Central) in respect of the work to be completed within 30 days of receipt of order. Firm on whom orders are placed shall have to facilitate the process for its completion within time.

iv. Successful tenderer on whom orders are placed will be given a mobilisation period of 30 days from day of receipt of order for completion of above formalities and other tender requirements. If formalities with Labour Commission (Central) are not completed within time mentioned above, Bank has full discretion to cancel the order and forfeit EMD and Security Deposit and take other penal actions like removing the firm from Bank panel etc. to safeguard Bank interests.

11. General Description of Installed Systems:

State Bank of India has its State Bank Institute for Learning and Development at SBI Main Branch Campus, Opposite Kutcheri, Varanasi-221002. The centre has two blocks, viz. Administrative Block and Hostel Block. Besides the blocks there is a service building with utilities like, 11KV sub station, generators, panels etc. Under this tender, operation and routine upkeep shall be mainly, but not limited to, for the following equipment/systems as well as to any equipment/system/generator that may be added in future during the contract period :

(i) Service building with 11KV sub station having HT VCB, One 11/0.433 KV, 250 KVA step down transformer, HT cables, LT cables, LT panels, changeovers, Distribution Boards, APFC panels, internal wiring, switches, sockets, batteries, battery charger, light fittings, fans etc.

(ii) Internal electrification in the Administrative and Hostel blocks with electric/meter panels, cabling distribution boards, switch boards, switch gears, different type of wiring, lights, fans, switches, earthing system etc.

(iii) External electrical system, including street lights, area lights, cabling, earthing system, signboards etc.

(iv) Electrification system in the ATM installed in the campus.

(v) One generator panel.

(vi) There would be some common facilities having equipment/appliances like air conditioners, On Line UPS, Off Line UPS, Water coolers, Solar water Heaters, TVs, satellite TV connection, projector equipment, multi media equipment, photocopiers, oven ete. repairs/AMC for which may be being done by another agency, but day to day operation needs and assistance to the aforesaid agency, as may be required, will have to be provided. Besides the above system other works related to the electrical system as entrusted by the SBILD are to be carried out by the contractor.

Note: The aforesaid description is only indicative and tenderer should visit site before tendering to the actual position themselves to their satisfaction.

12. Before tendering the tenderer should visit site and get thoroughly acquainted with the installed systems operation upkeep of which is covered in this tender, nature and requirement of work etc. Later, no demand will be entertained for any change or any claim of tenderer on account of not having full knowledge about the system or any constraint or any difficulty.

13. Bank reserves the right to accept or reject any tender without assigning any reason whatsoever.

14. The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour(Regulation and Abolition act of 1970) and other safety regulations. The contractor shall comply with the provisions of all labour legislation including the latest requirements of all the Acts, Laws, any other regulations/Acts/Laws that are applicable to the execution of the work under this tender including but not restricted to the following:

- a) Minimum Wages Act, 1948(Amended)
- b) Payment of Wages Act 1936(Amended)
- c) Workmen Compensation Act 1923 (Amended)
- d) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- e) Apprentice Act 1961 (Amended)
- f) Industrial Employment(Standing Order) Act 1946 (Amended)
- g) Personal Injuries(Compensation Insurance) Act 1963 and any other modifications.
- h) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- i) Shop and Establishment Act
- j) Any other Act or enactment relating thereto and rules framed thereunder from time to time

15. The contractor from the start of work shall keep the Employer (Bank) saved harmless and indemnified against claims, if any of the workmen suffers any injury or loss of life and shall bear all costs and expenses as may be incurred in connection with medical treatment etc. or any costs and expenses as may be incurred in connection with any claim that may be made by any workman. In case of any accident injury it shall be entirely the contractor's responsibility to take proper care of workmen and also bear all expenses that may be made.

16. The contractor shall conform to the provisions of all local bye-laws and Acts relating to the work and to the regulations etc. of the Government and Local Authorities.

17. The contractor shall be responsible for any injury/damage to workmen, persons (including third person), material or things and for all damages to the installation being operated and/or under upkeep or any part of the building or any other system or material thereat consequential to the contractor carrying out their work. The contractor shall from start of work indemnify the Employer (Bank) from any responsibility or claim in respect of any injury or damage consequent upon such claims.

18. Bank shall not be liable for any compensation in case of any injury,death caused to any of the contractors employees while performing /discharging their duties/visiting Bank premises for inspection or otherwise. By entering into the contract with the Bank, contractors shall completely and absolutely indemnify Bank on this count.

19. By entering into a contract with the Bank for the work in this tender it shall be deemed that the contractor have indemnified the Bank for all purposes mentioned elsewhere in this tender document.

20. Notwithstanding anything else mentioned elsewhere in the tender document, the contractor will have comply with minimum wages stipulations as notified time to time by the Labour Commission (Central). Payment of wages should be invariably online to Workmen Bank account for the purpose.

Any less payment from Minimum Wages(Central) with EPF and ESI in any month shall be treated as default and maximum penalty of Rs. 50000.00 will be imposed for the said month.

21. Notwithstanding anything else mentioned elsewhere in the tender document, Contractor will have to fulfill all statutory stipulations in respect of EPFO and ESIC, payments, deposits, other formalities etc. As mentioned elsewhere, monthly payments will be released only after evidence is produced for EPF and ESI being paid up to date.

22. Workmen will have to be given off days as stipulated by relevant statutes/law, Effort should be made to give such off days in a staggered manner ensuring that there is no disturbance, laxity or discontinuity in work. In case any workman is absent other than being on an off day, contractor shall have to provide the services of an alternative workman.

23. For workmen strength at any period of time being lesser than prescribed in the tender, Bank shall make pro rata deductions from monthly payments as per notified minimum wages of Labour Commission(Central). Bank shall also have full discretion to levy penalty amounting to part of or to a maximum of Rs. 5000.00 per day for unsatisfactory services on the day. Any such penalty in a month shall be from next monthly payment.

24. Bank may undertake a review of the monthly charges payable once a year on account of revision in Minimum Wages(Central) payable as per government directives even if changes prior one year. The difference, between the online payment of Minimum Wages to workmen staff in the first month of the contract and the current rate at the time of review, shall be paid.

25. In case of any delinquency, negligence, failure to comply with contract, lack of sincerity or diligency, poor performance on part of contractor or for any other reasons which in the opinion of the Bank requires such action, the Employer (Bank) reserves the right to terminate the contract any time by giving one month notice. After notice contractor shall not remove any material from site even belonging to him without permission of the Bank.

26. Contractor shall have to provide all tools, tackles, consumables, instruments, safety equipment required for carrying out their work. Electrical insulating tape (ISI marked), minor erection/maintenance accessories like screws/nuts of required quality, rawl plugs shall have to be provided by the contractors within their quoted rates. Besides regular tools the following equipment should be available with the contractors at site:

- i. 1000 V megger
- ii. Multi meter
- iii. Clamp Tester
- iv. Torch
- v. Electrical Drill Machine

27. Contractor shall have to comply with all safety stipulations/standards as per relevant ISI Code .

28. Contractors shall have to obtain necessary Identity Cards/Security Passes for all workmen engaged in the work. Photograph shall have to be submitted to Bank with other relevant information in this regard. Contractor, his staff and workman shall have to maintain complete discipline. Any violation will make the violating person liable to be expelled from site. Security search including frisking of workmen can be done for which there should be no resistance.

29. Bank has the right to remove from work any employee of the contractor who commits any misconduct, misbehavior or is of doubtful character, antecedent.

30. It shall be entirely the contractors responsibility to ensure that no person of doubtful antecedents or character is in any way employed or associated with the work.

31. Contractor shall have to effect complete and necessary cooperation and coordination with all other agencies engaged in other works at site.

32. If the Bank happens to suffer any loss of face or any action because of any action or inaction, whatever, on part of the contractor/ his workmen/ labourers/ the contractors without demur and on demand by the Bank shall keep the bank indemnified against any loss damage and take necessary steps

as directed by Bank at his/their own risk and cost.

33. If the contractor becomes insolvent, enter into related deed or arrangement with his creditors or assigns or sublets any part or whole of this contract without written approval of the Bank, Bank shall have the right to terminate the contract without any notice or compensation to the contractors.

34. Contractor shall have to ensure that all works are carried out in a good, engineering manner with good workmanship and follow relevant codes/ practices rules/ Acts/ Regulations etc.

35. Contractor's workmen shall have to follow to the full any instructions given by the Bank. Work mentioned in the tender is in an indicative manner and depending upon requirement other duties can be assigned by the Bank time to time in the interest of the work.

36. In case of any dispute arising between the parties concerned with the contract, Bank's decision shall be final and binding.

37. Contractor shall be entirely responsible for the conduct, discipline and liabilities under various statutes rules for workmen engaged by him.

38. Any modification or addition to the existing installation shall also have to be operated and shall be under upkeep at no additional charges.

39. Except for major works or jobs that necessarily require specialist expertise of an external agency(bank shall have full discretion to decide such works), all jobs related to operation and routine upkeep of entire HT/LT electrical system including modifications, additions, rewiring, in SBILD Varanasi shall have to be done by the contractors for which no additional labour cost shall be paid. As regards cost of material, either Bank will provide it or contractor will have to supply material at Bank approved rate. In case Bank does not provide the material and there does not exist an approved rate, the contractor will have to purchase the material from reputed electrical shop, preferably regular suppliers for the Bank who would raise direct bill for payment. In case, with Bank permission , contractors themselves buy any such material they may later get the expenditure reimbursed by producing relevant cash memos/bills from supplier adding 10% as overhead. For repair works not normally possible to be done in the premises by electricians and therefore done outside like rewinding of fan, change of bearings, repair of stabiliser, repair of geyser tank, payment will be made at rates considered reasonable by the Bank.

40. All operation and upkeep related work shall have to be done in a timely manner.

41. FORCE MAJEURE: neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure, i.e., Act of God or any Government Act, fire, earthquake, explosion, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavours to minimise any such delay.

42. All dismantled material shall have to be returned to the Bank at designated address in Lucknow. No additional charges shall be paid for handling, transportation etc. either for returning of dismantled material or for material purchased or Bank issued required for repair/maintenance in the Local Head Office.

43. Working space to accommodate one office table, one office and one visiting chair, one filing cabinet shall be made available. Electricity and water required for the work under this tender shall be made available free of cost.

44. The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith on Non judicial stamp paper of Rs 100/- within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer irrespective of whether such formal agreement is subsequently entered into or not.

45. The Courts in Varanasi (U.P.) alone shall have the jurisdiction in respect of any or all matters/dispute relating to or connected with the tender.

46. The Tenderer must obtain for himself at his own responsibility and expenses, all the necessary information/documents including approvals, permissions, risks, contingencies and other circumstances to enable him to make a proper tender and to enter into contract with the Bank, he must examine the

specifications, conditions and seek whatever clarification he desires before submitting the Tender documents.

47. Omission, neglect or failure on the part of the tenderer in obtaining requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the tenderer whose tender is accepted from any liability under the contract.

48. If any tenderer withdraws his tender after submission or makes any modifications to the tender after its submission, which are not acceptable to Bank, the tender will be treated as having been rejected by the Bank and it will not be processed further and the Bank shall be at liberty to forfeit the EMD without prejudice to any other right or remedy.

49. The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason.

50. The contractor shall not assign or sub-contract the benefits of this tender/contract to any other person.

51. The contractor would get the police verification of all his employees hired for the purpose and submit a copy to the Bank. List of employees with their Name, Photograph, Permanent address, Local address, contact number will be deposited with the Bank. The staff will bear photo identity cards.

52. The contractor shall have full control over the employees engaged by him. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them. The contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws shall be contractor's responsibility. He will remove any person (s) / employee (s) who may, in the opinion of the Bank be unsuitable or incompetent or who may misconduct and such a person shall not be re-employed or allowed to work in the campus without the permission of the Director, SBILD, Varanasi.

53. The contractor will pay rates and wages as per Minimum Wages(Central) Act and observe hours of work and conditions of employment as per existing rules, Agreement and applicable laws. They shall be responsible if so required under the relevant law to register himself and obtain a valid licence under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and they must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the Director SBILD, Varanasi as may be required by the Act/Rules and shall indemnify Bank against any penalties/claims from any default on their part, and the said obligation shall survive even after the termination of the Agreement.

54. It will be contractor's responsibility to ensure that the obligations under the contracts are duly performed and observed. The contractor shall maintain the 'Daily Report Register' of services every day and made available for inspection by the Director and/ or Bank's other officials.

55. The contractor shall be responsible for any loss due to theft/pilferage of / damage to the Bank's property arising out of any act on part of the workmen engaged by the contractor for the job or the contractor himself. Contractor shall be liable to make good, compensate the Bank/resident of the colony for any of the aforesaid losses. Law of the Land shall govern as prescribed.

56. The contract shall be terminated by efflux of time or earlier, by one month's notice at the option of the Bank without assigning any reason thereof. If during the currency of the contract, any Government notification prohibits employment of contract labour for any of these services, the contract shall come to an end forthwith and no compensation shall be paid to the contractor. Besides if the contract is terminated as stated above the contractor shall be entitled to the payment up to the date of termination for the work already performed.

57. The contractor shall be responsible for all the claims of his employees. The contractor's employees will not have any claim whatsoever against Bank.

(i) The contractor shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including safety and fire safety regulations and other rules and

regulations, which are in vogue or will become applicable in future during the contract.

(ii) The contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc., now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensation paid or payable to persons employed by the contractor.

(iii) The contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Shops and Establishment Act, CL (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.

(iv) The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance or any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payment of Wages Act and PF, ESI contribution as required.

(v)The contractor binds himself executor or administrator and agrees to indemnify the Bank, in respect of this contract, including all claims, damages proceedings costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/engaged by the contractor / sub-contractor in connection with this contract. This indemnity shall survive even after termination of the contract.

58. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. for executing the agreement with the Bank.

59. The contractor shall be paid at monthly intervals in the A/C as specified by him upon presenting their bill(s) to the Bank after all documents as indicated below

i. PF challan for the previous month.

ii. A separate sheet mentioning the names of the staff deputed at SBILD Site,

iii. Wages/Salary amount credited in the Bank's account of individual.

iv. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.

v. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.

vi. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBILD, Varanasi Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.

vii.. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.

viii. The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI/SBIIMS representative, as the principal Employer, every month.

60. All services are to be provided in such a way that no person residing in or visiting the Officer Colony is disturbed in any manner.

61. Selection of L-1 will be decided on the basis of lowest quote in the Price Bid.

62. Contractor will have to provide sufficient workmen including electrician having wireman permit issued by Directoriate of Electrical Safety, Uttar Pradesh and helpers to carry out the scope of work detailed elsewhere in the tender documents/. The following stipulations will have to be met in the

a) One electrician and one helper should be on duty 24 hours on all days during the contarct period. The electrician should be holder of a Wireman Permit issued by the Directorate of Electrical Safety, Government of Uttar Pradesh.

b) One supervisor with electrical Supervisor Permit issued by the Directorate of Electrical Safety, Government of Uttar Pradesh should be available to visit site as per requirement as and when required by the Bank or if any work needs his/her supervision.

c) Contractors will have to inform details of workmen being deployed for the work. Copies of licenses of supervisor and electricians will have to be submitted. In case workmen are changed, their details and copy of license will have to be submitted. Payment will not be released unless aforementioned details and copies of licenses are submitted.

d) Besides the above regular deployment, contractors will have to provide additional manpower as and when required for tasks related to operation/upkeep/repairs/addition or modifications in existing system etc. on need basis. Even if another specialized agency is working the required support shall have to be provided by the contractor. No additional payment will be made on this account.

e) Contractor will have to provide electricians and helpers with a uniform of dark coloured full length trousers, light coloured shirt and black shoes with socks. Colour of dress has to have the approval of the Bank and same for all workmen. For winters a coloured pullover will have to be provided. Electricians and helpers will have to be provided with plastic name tags giving name of firm which they should put on whenever engaged in Bank work. Electrician and helper should be neatly turned out.

63.SCOPE OF WORK:

The scope of work will include but not be restricted to the activities given below which are only indicative of nature of work for the SBILD, Varanasi.

a) Contractors shall have to maintain close liaison with UPPCL and it shall be their responsibility to report disruption of power supply and persuade UPPCL for restoration of power at the earliest. Everything needed for this shall be the contractor's responsibility.

b) Fault detection and location both for HT and LT systems shall be in the Contactor scope of work. Only in case services of a Mobile Fault Detection Unit becomes essential Bank will bear having expenses additionally as per market rates prevalent at Varanasi.

c) Contractor, on being instructed to do so by the Bank shall have to arrange for the services of external specialized agency if any repair or upkeep work is to be carried out by an external agency. Services of external agencies shall be utilized only for works which need specialist expertise and decision of bank in this regard shall be final. All other works shall have to be carried out by the contractors.

d) Contractors shall have to operate fire extinguishers, use fire buckets if any such need arises.

e) Contractors will have to regularly, carefully and diligently maintain the following log books/registers:

f) Sub-Station/ Hostel Block HT log book for UPPCL 11 KV meter panel, Bank 11KV VCB, transformers etc.

g) Sub-station LT log book for Main Electric Panel, Emergency Panel, APFC panel etc.

h) Generator log book

i) Daily Activity Register giving details of breakdowns, faults, complaints, action taken, signatures of SBILD personnel for work done etc.

- j) Attendance Register
- k) Register for meter reading
- 1) Any other log book, register, document that Bank prescribes
- m) Register for material issued by the Bank, its utilization etc.
- n) Register for dismantled material
- o) During the tenure of the contract, if any new system, equipment, DG set etc gets added, contractors
- will have to continue giving service for its operation, upkeep etc. at no additional cost.
- p) Activities related to HT/LT electrical systems.

q) Activities related to equipment like window/split/tower/cassette air conditioners, On Line UPS, Off Line UPS, water coolers, satellite TV connections, conferencing system, PA system ,music system, projectors, electrical appliances, TVs etc., repairs/AMC for which are to be done by another agency.

64. ACTIVITIES RELATED TO ELECTRICAL SYSTEM

a) <u>Contractors shall carry out the following works on daily basis:</u>

- i. Maintain log books, registers etc.
- ii. Cleaning/dusting of electric panels

iii. Inspection of entire HT/LT electrical system including electrical panels, distribution boards, electrical installation for signs of any abnormality like sound, heating, odour and taking corrective action.

iv. Morning check of all lights, fans, call bells, satellite TV connections etc. in common area, service building, Administrative Block, Hostel Block, pump room etc. and rectification as required. and rectification as required.

v. Checking of all external lights, electrical distribution boards, and corrective action as required.

vi. Attending to all electrical related complaints in the SBILD for HT/LT systems and others including:

- i. Sub station equipment including VCB Panel, Transformer, Battery, Battery Charger.
- ii. Electric Panels, AVC, APFC panel, change over
- iii. External lights
- iv. MCB distribution boards
- v. HT/LT cabling
- vi. Electrical wiring, switch board etc.
- vii. Meter
- viii. Lights/fans/sockets
- ix. Earthing systems

x. Registering of complaints and follow up for early attention for complaints related to equipment/appliances in SBILD like air conditioners, On Line UPS, Off Line UPS, water cooler, satellite TV connection, TV, washing machine, ovens. In case any expenses is to be incurred by way of spot payment to service centre/external agency contractor will have to bear it and Bank will reimburse it.

vii. For repair/maintenance work done in the premises no labour charges shall be paid. If any material is used, such as tube, bulb, choke, MCB etc., it will either be issued by the Bank or else purchased as per clause at s. no.38.

viii. For repair works done outside the premises like rewinding of fan, machine work on shaft, change of bearings, repair of geyser tank, payment will be made at Bank approved rates.

ix. ON/Off of external, common, service building lights/fans etc and their upkeep/repairs as required.

- x. Inspecting transformer silica gel
- xi. Taking LT meter readings of all installed meters on daily basis
- xii. Attending to any electrical fault that may arise.
- xiii. Timely registration of complaints with agency looking after for repair and upkeep of lights, fan,

emergency lights etc.

xiv. Cleaning/dusting of panels and cleaning of electrical equipment.

xv. Inspection of entire HT/LT system in sub-station, electric control room Administrative Block and Hostel Block. Signs of any abnormality like sound, heating, burning odour should be observed and corrective action taken without time delay.

xvii.To carry out all required operational works round the clock for all HT/LT systems, DG set if Bank owned, DG set if Bank owned etc. Operation, routine upkeep of water, sewerage pumps shall however not be in the scope of work of this tender.

xviii. Operation of HT/LT electric panels, APFC panel as required.

xix. Inspection of transformers for any abnormality, leakage, sound , silica gel condition etc. and reporting for corrective action.

xx. Provide requisite support including handling of equipment to other agencies visiting SBILD for repair/maintenance of equipment/appliances like air conditioners, On Line UPS, Off Line UPS, water cooler, satellite TV connection, conferencing system, PA system, Projection system, TV, washing machine, ovens etc.

xxi. Any other work to keep all electrical systems, equipment and appliances in a good state of maintenance with timely and need based operation.

b) Contractors shall carry out the following works on weekly basis:

i. Watering of all earth pits.

ii. Frontal inspection of all electric panels after opening of doors and rectification as required

iii. Inspecting water level and terminals of batteries of DC power supply for the 11 KV VCB panel and topping up , cleaning, tightening of terminals as may be required.

iv. Inspection of interiors of all MCB boards, pole post mounted junction boxes, pump starters etc. and corrective action as may be required.

v. Any other work to keep all electrical systems, equipment and appliances in a good state of maintenance with timely and need based operation.

c) <u>Contractors shall carry out the following works on monthly basis:</u>

i. Inspecting electrical panels both from front and rear and cleaning inside and outside, tightening, corrective action as may be required.

ii. Inspection of all MCB distribution boards, switchgear, change over switches etc. and taking corrective action, if required. All terminal connections should be tightened. And cleaning done.

iii. Inspecting all external light poles/bollards including its earthing connection and taking corrective action as may be required.

iv. Cleaning of external lights, common area lights.

v. Preventive checking of internal electrical system in Administrative Block, Hostel Block and service building including earthing and earthing connection to appliances and taking corrective action as required.

vi. Checking of wall mounted fans fixing. Cleaning of wall / pedestal and ceiling fans.

vii. Cleaning of filters of hi wall split and window air conditioners.

viii. Any other work to keep all electrical systems, equipment and appliances in a good state of maintenance with timely and need based operation.

d) <u>Contractors shall carry out the following works on yearly basis :</u>

- i. Insulation Resistance test.
- ii. Earthing and earth pit resistance test.

Signature of contractor with seal

- iii. Polarity of switches.
- iv. Lightning arrester system check /test.
- v. Checking of all ceiling fans for being safely and properly hung.
- vi. Cleaning/greasing of ceiling/exhaust fans.

vii. Once a year contractor will have to get transformer oil tested for the following eight parameters through a NABL accredited Laboratory and submit test report to the Bank for necessary action. All expenses in this regard including collection and testing charges will have to be borne by the contractors.

- a) Specific Resistance
- b) Dielectric Dissipation Factor
- c) Neutralization Value
- d) Sediment
- e) Flash Point
- f) Water Content
- g) Interfacial Tension
- h) Dielectric Strength

viii. Once a year contractor will have to get all protective relays in the 11 KV VCB panel tested and calibrated by secondary injection for proper operation.

ix. Any other work to keep all electrical systems, equipment and appliances in a good state of maintenance with timely and need based operation.

x. Contractors shall have to diarize and keep track of periodic capital maintenance requirement of electrical equipment by external specialist agency. For example testing/filtration/dehydration of transformer, testing/setting of protective relays, servicing of HT 11KV VCB, renewal of AMC if any. They shall accordingly inform/co-ordinate with external agencies and the Bank for getting such jobs done in a timely manner.

65. Activities Related to DG Set, if Bank Owned

i. Round the clock operation of the DG Set.

ii. Daily check for lube oil, radiator water leakages, any abnormality, fan belt check, battery water, battery terminals and taking corrective action, if required.

iii. It may be understood that the DG set shall normally be under AMC entrusted to an external agency. AMC shall be for Engine plus alternator. Contractor shall have to maintain close liaison coordination with the agency for periodic maintenance as per schedule and for attention in case of fault or abnormality requiring action.

iv. Keeping a check on diesel level in tank stock and arranging for replenishment in time as directed by the Bank.

v. If diesel is purchased by the Bank, contractors shall have to arrange for its transportation, handling etc. charges for which will be reimbursed to them as thought to be reasonable by the Bank. If need arises contractors may have to purchase diesel on their own for uninterrupted run of DG sets. In such case the purchase price will be reimbursed to them as also handling/transportation as mentioned above.