



TENDER ID: BHO201909029

TECHNICAL BID

**SBI INFRA MANAGEMENT SOLUTIONS
PVT. LTD., CIRCLE OFFICE, BHOPAL**

ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL MAINTENANCE WORK OF 184 OFFICERS FLATS, 3 GMS' BUNGLOWS AND 6 DGMs' FLATS, GUEST HOUSE, TRANSIT HOUSE, COMMUNITY HALL, OVERHEAD WATER STORAGE RESERVOIR, SUMP WELL AT CHAR IMLI, BHOPAL.

Electrical Contractors who are on the panel of SBI, LHO, Bhopal for Electrical works for category of 15 Lacs, 50 Lacs & 100 Lacs are only eligible.

Note: Firm should possess valid digital signature for this e-tender.

Start date: 27.09.2019

Opening of e Tenders: 3.30 P.M.
(IST) on 11.10.2019

**The Vice
president
& Circle
Head,
SBI Infra Management
Solutions Pvt. Ltd.
Bhopal
Circle Office
Mezzanine Floor, SBI
Bhopal LHO Building,
Hoshangabad Road
Bhopal-
462 011**

(Technical Bid)

ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL MAINTENANCE WORK OF 184 OFFICERS FLATS, 3 GMS' BUNGLOWS AND 6 DGMS' FLATS, GUEST HOUSE, TRANSIT HOUSE, COMMUNITY HALL, OVERHEAD WATER STORAGE RESERVOIR, SUMP WELL AT CHAR IMLI, BHOPAL.

Sl. No.	Description	
(a)	Tender ID	BHO201909028
(b)	Tender Name	ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL MAINTENANCE WORK OF 184 OFFICERS FLATS, 3 GMS' BUNGLOWS AND 6 DGMS' FLATS, GUEST HOUSE, TRANSIT HOUSE, COMMUNITY HALL, OVERHEAD WATER STORAGE RESERVOIR, SUMP WELL AT CHAR IMLI, BHOPAL.
(c)	Start Date of Tender	27.09.2019
	Ending Date of Tender	11.10.2019
(d)	Tender Fee Amount	Rs.3000.00 (Rupees three Thousand only) to be paid only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A.

NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), Circle Office, at Mezzanine Floor, State Bank of India, Local Head Office, Hoshangabad Road, Bhopal (M.P.)-462011, on behalf of State Bank of India, Admin. Office, Indore invites e- tenders from the empanelled/approved vendors as stated above with SBIIMS, CO, Bhopal through SBI service provider M/s. E-Procurement Technologies Pvt. Ltd., Ahemdabad.

Note: The vendors should possess valid digital signature for participation in the e-tendering process.

Details of the tender are as under:-

1.	Name of Work and location of work	ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL MAINTENANCE WORK OF 184 OFFICERS FLATS, 3 GMs' BUNGLOWS AND 6 DGMS' FLATS, GUEST HOUSE, TRANSIT HOUSE, COMMUNITY HALL, OVERHEAD WATER STORAGE RESERVOIR, SUMP WELL AT CHAR IMLI, BHOPAL.
2	Cost of Tender processing fee	Rs.3000 (Rupees three thousand Only) (Non-Refundable) to be credited <i>only through State Bank Collect (SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A</i> .The receipt generated with the Reference No. will be submitted along with the Technical Bid as a proof for payment..
3.	Earnest Money Deposit (EMD)	Rs.15,000/- (Rupees fifteen Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of "SBI Infra Management Solutions Pvt. Ltd." Payable at Bhopal, which is to be submitted along with the Tender Application fee in a separate envelope super scribing "EMD" & Tender Application fee and should be sent to Vice President, SBIIMS, Circle Office, SBI, LHO Building Mezzanine Floor, Bhopal. Without EMD * Tender application fee, the Tender will be rejected.
4	Start Date of Tender Close Date	27.09.2019 11.10.2019
5	EMD & Tender Application Fee	The following Documents should be submitted in a sealed envelope addressed to the Circle Head, SBIIMS, Bhopal Circle, SBI Local Head Office Mezzanine Floor SBI Bhopal, LHO Building Hoshangabad Road,

		<p>Bhopal-4620211 on or before 11.10.2019 up to 03:00 PM :-</p> <p>i) Tender Processing Fee amounting to Rs 3000.00 (Rupees three Thousand only)(Non-Refundable) to be credited only through State Bank Collect t(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A The receipt generated with the Reference No. will be submitted as a proof for payment.</p> <p>ii) Earnest Money Deposit (EMD) amounting Rs. 15,000.00 (Rupees fifteen Thousand only).</p> <p>iii) The Process Compliance Form as at Annexure-I duly filled, signed and stamped by the Bidder as token of acceptance of all the terms & conditions stipulated in this tender, which is also to be e-Mailed to the Service Provider for conducting e-Tendering Process.</p> <p>The Bidder, who failed to submit any of the above mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in subsequent online sealed Price Bid submission. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.</p>
6	Technical Bid & Price Bid	<p>Vendors have to submit the Technical Bid on line duly accepted the terms & conditions . The Lowest Bidder will be finalized from the Price Bid submitted by the Contractors/Vendors through the service provider .The Details of the events is as under:-</p> <p>Only the bidders who qualified in Technical Bid (submitted Tender Processing Fee, EMD and Process Compliance Form) will be eligible to participate in the Online Sealed Price Bid submission of this e- Tendering Process. The bidder should have valid digital signature for participation in the e-tendering process.</p>
8	Validity for Offer	3 (Three) Months from the date of opening of Price-Bid
9	Time for completion of work.	Annual Maintenance contract
10.	Payment to workers	Vendor has to credit the salary to the account of his workers as per the minimum wages ACT and has to submit his bill to the SBIIMS along with the print statement showing that salary has been credited.
11	Deduction of income tax and ST works contract tax	As per Central / State Government rules from time to time.

	etc.,	
12	Terms of payment	Monthly payment
13	Contact Person, Phone No and Mail Id for any clarifications	Contact Shri. D.N Rajolia, 0755-2572551, email-ID Headbho.sbiims@sbi.co.in

**Vice President & Circle Head
SBIIMS, CO., Bhopal**

Annexure-A

The steps involved in making the payment through SB Collect are as under :-

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**"
exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

NOTE : Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.

Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.

**Vice President & Circle Head
SBIIMS, CO., Bhopal**

INSTRUCTIONS TO TENDERERS

Online, e tenders are invited for **TENDER FOR THE ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL MAINTENANCE WORK OF 184 OFFICERS FLATS, 3 GMs' BUNGLOWS AND 6 DGMS' FLATS, GUEST HOUSE, TRANSIT HOUSE, COMMUNITY HALL, OVERHEAD WATER STORAGE RESERVOIR, SUMP WELL AT CHAR IMLI, BHOPAL.**

1. 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 and scanned proof of empanelment and its validity 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/>
2. Contractors should submit/sent i) EMD of Rs.15,000.00 hard copy and ii) Proof of Tender fee (Rs.3,000.00) submitted through SB Collect on or before 3.00 p.m on last date at the office of the Vice President, SBI Infra Management Solutions Pvt. Ltd., Bhopal Circle Office, Mezzanine Floor, SBI Bhopal LHO Building, Hoshangabad Road, Bhopal. The tender will be rejected if the tenderer fails to submit the above documents such as soft copy of complete tender documents, scanned copies of proof of empanelment, declaration, EMD and application fee.
3. 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/>
4. 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.
5. Tender containing any condition leading to unknown / indefinite liability, are liable to be summarily rejected.
6. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
7. The tenderer should quote their (own) rates for undertaking the work.
8. GST as applicable will be paid at the time of payment of bill.
9. All taxes other than GST, other statutory obligation in respect of this contract, as applicable, shall be payable by contractor including transportation and TA/ DA of the

workers at site and the SBIIMS will not entertain any claim whatsoever in this respect

10. I.T. will be recovered @ 2 % plus surcharge or as applicable as per Government Rules
11. Tenders for works shall remain open for acceptance for a period of 90 days from the last date of tenders. 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 SBIIMS without prejudice to any other right or remedy is at liberty to forfeit the earnest money.
12. 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.
13. The tenderer, must co-ordinate with the other agencies such as (I) Electrical (II) Air – Conditioning and house keeping etc.
14. 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. The work should be carried out at any floor.
15. The work is to be carried out on different floors level 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.
16. 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. SBIIMS 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 SBIIMS.
17. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the SBIIMS may demand Bank guarantee from the contractor for satisfactory completion of these work.
18. The work has to be started within 7 (Seven) Days from the date of receipt of work order/ mark out at site; whichever is later. In case of work not being started within this stipulated period, the SBIIMS reserves the right to cancel the work order duly forfeiting the Earnest money deposit.
19. No employee of the SBIIMS is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank/SBIIMS Services without previous permission of the SBIIMS. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of SBIIMS as aforesaid before submission of the tender

or engagement in the contractor's service.

20. Contractor should get approval of the samples of materials in advance with Bank/SBIIMS's Engineer before use of the same in the work'
21. SBIIMS has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
22. The tenders shall summarily rejected, if any one of the above said requirements has not been complied with.
23. The SBIIMS 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.
24. The contractor should fulfill the labour regulation guidelines stipulated by the governments.
25. No advance payment in any form will be granted for the works proposed.
26. 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.
27. The Contractor has to obtain approval of materials/samples from the Engineer-in-charge prior to its procurement and use in execution of work.
28. 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.
29. For clarification, if any, the drawing, /details referred to in the enclosed schedule of price bid can be discussed with SBIIMS Engineer, Circle / Administrative Office 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.
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.
30. **The successful vendor has to submit the required degree/ certificates of the Engineer, Electrician & helper and bring the candidates for interview with the SBIIMS for the selection of the suitable candidate.**

Signature of the tenderer with seal & Date:

READ, UNDERSTOOD AND ACCEPTED

SCOPE OF WORK

ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL MAINTENANCE WORK OF 184 OFFICERS FLATS, 3 GMS' BUNGLOWS AND 6 DGMs' FLATS, GUEST HOUSE, TRANSIT HOUSE, COMMUNITY HALL, OVERHEAD WATER STORAGE RESERVOIR, SUMP WELL AT CHAR IMLI, BHOPAL.

Char Imli Officer's residential complex at Bhopal, comprising of 184 flats, Guest Houses, Transit house, Community Hall building, pump house, Over Head Water Storage Reservoir, 11 KV H.T. outdoor substation, 11 KV Indoor sub-station, 2x500 KVA Transformers, L.T. panel room, street lighting, stair cases etc. besides 6 DGM flats and 3 G.M. Bungalows.

TERMS & CONDITIONS (PART-A):

1. The Engineer (supervisor) should be available at the above site from 8.00 AM to 8.00 PM & the contractor must always be available at request and in case of emergency complaints or as and when directed.
2. 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/Bungalows.
3. The rates quoted by the contractor should remain valid for two years from the date of commencement of maintenance work. If the services rendered by the vendor are not found satisfactory, the AMC contract can be terminated any time or contract may not be continued to next year. However, the payment shall be made by the Bank on monthly basis in the following month subject to rendering satisfactory maintenance services during month on production of bills & other required documents (original purchase receipts/cash memo etc. relating to purchase of material etc.) in support of claims.
4. 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.
5. The contractor will ensure that the defects are attended to promptly & efficiently. If, at any point of time, the services rendered by the contractor are not found satisfactory, the Bank will be at liberty to terminate this agreement at any time with one month notice and without prejudice to the bank's rights and remedies to claim or receive damages or compensation for any loss or inconvenience caused to or suffered by it.
6. The contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is/in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the contractor or his workmen/employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

7. **ACCIDENTS/INSURANCE:**

The contractor will be responsible to bear payments of compensation (under Workmen's Compensation Act 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 takes out adequate insurance cover at his cost.

8. In case of any happening during the operation and maintenance of the equipment leading to injuries/damages/disablement/death 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.
9. 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 meeting the liability of compensation arising out of death, injury/disablement at work 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.
10. The Contractor will be responsible to maintain the registers etc. for his labourers engaged on this job, payment of wages atc. as required under the law and comply with all legal formalities for the purpose of entering into such contract.
11. **SAFETY CODE:**
Contractor shall be responsible to observe Safety Code as per the annexure-1.
12. **INCOME TAX AT SOURCE:**
Income Tax of the certified amount of the bill will be recovered as per Government Instructions for crediting to Govt. account and tax deduction certificates for the same will be issued to the contractor in due course.
13. **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.
14. The security deposit may be forfeited at the discretion of the bank in case the work is not carried out to the entire satisfaction of Bank.
15. The Bank may at its discretion (but is not bound to) renew the contract for a further period of one year subject to such terms & conditions as may be stipulated in this behalf by the bank and satisfactory performance.
16. The contractor should sign all the documents, papers in duplicate in token of acceptance of all the terms & conditions & all the annexure enclosed hereto.
17. The contractor should submit ownership/partnership letter along with the signed agreement.
18. The contractor shall, while maintaining or repairing the electrical works at the aforesaid Char

- Imli complex 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.
19. The contractor shall keep all the electrical installations of whatsoever nature in good, substantial and 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 whatsoever 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 electrical installations fitting & 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 Municipal, M.P.S.E.B., Electrical & 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 labourers of the wages, compensation, remunerations & any other money payable to any of the labourers, 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/SBIIMS is in addition to & without prejudice to any other power or right or remedy which the bank/SBIIMS 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/SBIIMS, if any and shall indemnify the bank/ SBIIMS 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 shall wear apron (printed company's name) and identity card issued by the security officer of the Bank during duty time.

**Vice President & Circle Head
SBIIMS, CO., Bhopal**

TERMS & CONDITIONS (PART-B):

The maintenance and operational service for the electrical installations, substations equipment liaisioning with MPMKVVCL and Electrical Safety department, Govt. Of M.P. for smooth power supply, Maintenance of all HT/Breaker panels any other works relating to Electrical Installation and looking after the Electrical Installations at SBI, Officers colony, Char Imli, Bhopal, including Security Lights etc.

1. 33/0.415 KV Substation (including HT Control/ Breaker Panel /VCB/VCB Panel 500 KVA Transformers 2 nos, L.T. Main Panel & Sub-station L.T. Panel (New) including 33 KV High Tension Line and sub-station.
2. L.T. Distribution Boards (All PDB'S, UPS DB'S LDB'S, Outdoor feeder pillars for lighting and powers, etc.).
3. Capacitors Bank's panel – 1 Nos.
4. Liaison with MPMKVVCL and Electrical Safety department, Govt. Of M.P. for charging of newly installed HT Relay/Breaker Panels, shutdown/restoration of H.T. Power Supply for break down / preventive maintenance work for which no extra charges are payable.
5. All Breakers (both HT & LT)/ Panels and their protective devices like Relays (OC/ Earth Faults/other), Annunciators, Closing/ Tripping Circuits, Batteries, Chargers etc are to be checked and tested with the help of Competent experienced Electrical supervisor once in six months (Starts within the first month from the date of Letter of Award.) during Sunday/ Holiday.
6. The contractor shall carry out preventive maintenance / checks as per CPWD specification, part – 1 (internal), part – 11 (external), respective trade practice and maintenance instruction manuals for installation and also as per the additional specifications attached, in respect of substation, the maintenance is to be carried out as per instructions of Engineer-In-charge and CPWD specification for substation, part-iv with up-to-date amendment.
7. The contractor shall carry out the following apart from day to day operation of the installation / equipments and the appropriate entries shall be recorded in the proper register. No extra payment shall be paid for such work.
 - a) Clean the contact point of H.T. & L.T. switch gears including Vaccum Circuit & Air Circuit Breakers, starters, contractors and relays of H.T. & AMF Panels etc. with the help of CTC liquid every three months.
 - b) Examine the cracks & deposits on brushing including cleaning in every three months.
 - c) Proper preventive maintenance of electrical installation as details given below: -
 - i) Earth Test – twice in a year.
 - ii) Insulation Test – once in six months.
 - iii) Cleaning of electrical installations – once in three months.
 - iv) Replacement of materials required for regular maintenance work.
 - v) Periodic operation of valves, switch gears and starters etc.
 - vi) Cleaning of electrical installations including house keeping of substation area, UPS

rooms, generators room, Electrical panel room, Electrical shaft room.

vii) The contractor is required to render service through his skilled staff, tools/safely measures etc. to operate and efficiently maintain the installations / equipments.

8. All the materials required for carrying out operation and day-to-day maintenance services (like cotton waste, duster, insulation tape, battery water, soaps, grease, D.O. fuse wires(HT), CTC liquid, discharges resistance rod for capacitors, etc.) will be supplied by the contractor.

9. The contractor shall study & become familiar with the electrical and mechanical installation before commencement of the work. After the time of completion of contract he should hand-over all the Electrical installed to the incoming contractor in working condition. However, normal wear and tear will not be the responsibility of the contractor.

10. The contractor will assess the requirement of materials for preventive maintenance and breakdowns and intimate the Bank in advance for procurement of materials by the Bank.(other than the material to be supplied by Bank)

11. The contractor or his representatives shall return all the dismantled materials to the Bank.

12. The operation and maintenance services will be for 24 hours a day including holidays.

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

14. The contractor will engage Degree/ diploma holder supervisor and license holder **Electricians having wiremen license for operation & maintenance of 11/33 KV substation** competent for the job round the clock in shift duties and Helper having experienced more than three years.

15. The contract shall be effective from/...../..... and shall be in force for a period of one year ending on/...../....., unless terminated earlier by the SBIIMS by notice in writing in accordance with the termination clause No. 7 of this Agreement. The agreement shall be renewable at the option of the Bank/ SBIIMS on the expiry of the one year term for a further period of one year subject to satisfactory services by Contractor. The extension would be without any increase in the rent/charges/cost stipulated in the Letter of Award of Work issued by the SBIIMS to the Contractor under letter No. dated/...../..... If the services provided by the Contractor is satisfactory, however the extension would be without any increase in the rent/charges/cost. However, in case of unsatisfactory services, the Bank may choose to terminate the contract any time by giving one month notice.

16. The contractor has to deposit Rs. 50,000/- as security deposit in the form of Bank guarantee in joint name. First name will be SBIIMS and will be discharged in favor of Bank by the contractor. The EMD with quotation shall be released thereafter. Bank guarantee will be deposited after award of work.

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

18. In case of absence / leave/ weekly off staff suitable alternate arrangement shall be made by the contract failing which penalty @ **500.00 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.

19. 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.

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

21. Irrespective of the fact, whether the Minimum Wages Act is applicable or not. The payment of the labour charges to the laborers, skilled or unskilled by the contractor shall be made as per the notification issued from time to time by the appropriate Government under the Minimum Wages Act. Contractor should pay the wages to your staff in their account as per minimum wages act and you have to produce their account statements as and when required by us.

22. 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. And the number of contract laborers for all disciplines should not exceed twenty.

23. 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.

24. Complaint register, demand register, workman's diaries, Transformer, MPMKVCL Supply, Battery unit, periodical inspection books, insulation and earth test register on CPWD format, log books / registers shall be maintained by the contractor at his cost.

25. The CONTRACTOR shall carry out preventive maintenance / checks as per program given by the Bank's engineer or as per CPWD specifications of respective trade practice and maintenance instruction.

26. Normally information of break down faults, defects etc. noticed by the contractor shall be recorded by them and action be initiated immediately. It should also be brought to the notice of the Bank.

27. 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.

28. The CONTRACTOR will follow all electricity safety rules as per tender documents and also required safety precautions while doing work on the equipments.

29. Local security rules shall be observed by the Contractor and his staff.

30. It will be responsibility of contractor to keep the electrical installation, substation, Transformers, switchgear and meter rooms and generator room neat and clean.

31. The CONTRACTOR shall maintain the trip supply battery unit as per the recommendation of battery manufacturers. The surface of batteries shall be maintained clean and dry. The contractors shall make required entries in the logbook for recording specific gravity of electrolyte in each cell. DV voltage per cell and final output DC voltage of battery bank.

32. The CONTRACTOR shall arrange to render efficient service as outlined in these specifications. In case he fails to maintain the satisfactory service and if the Bank/SBIIMS and the department have to incur any expenditure to maintain the installation by alternate

arrangement, the expenditure thus will be recovered from the contractor.

33. The 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.

34. The SBIIMS has reserved its right to discontinue the contract at any time without assigning any reason.

35. The vendor shall submit the monthly bill along with the print of the as 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.

36. Besides the above mentioned works, the contractor will look after the following works also:

a) The scope of work includes cost of minor material such as 5 Amps Switches/sockets/Ceiling Rose, Screws, Nails, Saddles, wooden / PVC Plug etc. required for day to day maintenance by the contractor.

b) The other major materials as well as consumables viz. Tube Rods, Electronic Chokes, Capacitors etc. of approved makes required for the maintenance/repairs/replacement at the departments of LHO Building including common areas such as Staircase, Street Lights, Gardens, Play grounds etc. will be arranged by the contractor at their own and actual cost thereof will be reimbursed by the Bank on production of Bills/Cash memo / receipts and "Work Completion Certificate" from the departments or person authorized by the Bank.

c) Alternatively, the SBIIMS/Bank may choose to arrange supply of material directly from its approved vendor/supplier. Under such arrangement it will be responsibility of the maintenance contractor to lift the materials from store

d) To attend all complaints / works promptly given by the concerned officer of SBIIMS.

e) To maintain DC supply including batteries for H.T. panels.

f) To give proper account of materials issued by the SBIIMS/Bank.

g) To switch on / off the compound and street light, floor light and ceiling (space frame) lights as per time schedules given by the Department and To switch on & switch off all Air-Conditioners at LHO.

h) All minor repairs, adjustment of relays, timer etc.

37. No advance payment of any kind shall be made.

38. 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.

39. The contract can be terminated by the Competent Authority without assigning any reasons by giving a notice period of 30 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.

40. 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 SBIIMS/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.

41. The CONTRACTOR will provide technical advices for proper maintenance of the system and their safety and when it sought by the department.

42. The CONTRACTOR shall visit the premises before quoting.

43. As per terms of the contract, extra manpower will have to be procured/ provided by the contractor as and when required and nothing extra for about shall be paid by us for the same. No overtime shall be paid.

44. The Bank/SBIIMS 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 fir the work, towards meetings the liability of compensation arising out of death, injury/disablement at work 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.

45. The CONTRACTOR shall provide two sets of uniform including shoes for summer and in winter one set of woolen sweater to his employees at its own cost as per approved colour and specification of the SBIIMS and ensure their cleanliness and use. Identity cards shall be issued by you to all your employees and they will wear it in the Bank.

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

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

48. The contractor must have registration No. of PF, ESI and code no. in this regard must be allotted them and he has to submit the copy to SBIIMS.

49. Local security rules shall be observed by the contractor and his staff.

50. All the taxes which the SBIIMS/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.

51. 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.

52. 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 SBIIMS 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.

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

54. 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.

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

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

Name of Equipments (Reputed Makes only):

- a. Digital Multifunction Meter
- b. Megger 1000V (Digital/Analog)
- c. Digital Clamp Meter
- d. Electric Drill Machine
- e. HV Tester/ Testing Equipment (Must bring as when required/ asked for)

Name of tools (Reputed Makes only)

- a. Screwdriver cum Tester Sets
- b. Screwdriver Sets
- c. Pliers
- d. Hacksaw Blades
- e. Chisels
- f. Hammers
- g. Crimping Tools up to 500 Sq.mm suitable for crimping up to 500Sq.mm

- h. Aluminum alloy Ladders of suitable height,
- i. Hand Gloves up to 33KV withstand – 2 pairs and
- j. All other tools required for carrying out day to day job smoothly.

Signature with seal and date of the Tenderer

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

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 falls 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.

Signature with seal and date of the Tenderer

ANNEXURE -B

PENALTY

- 1) The SBIIMS 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 electrical items, equipments/sub-station 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 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 SBIIMS 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 SBIIMS.
- 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 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 SBIIMS/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 :

Signature of Contractor

Date:

Seal:

MAINTENANCE OF HT AND LT INDOOR AND HT OUTDOOR SUBSTATION

1. **DAILY**

- b. Taking of meter readings: HT meter (MPEB), HT panel meter readings, LT panel meter readings.
- c. Monitoring of M.D. and P.F. and has to take necessary steps to be within limits.
MD : (200) KVA and P.F. not less than = 0.95
- d. Watering of earth pits as and when required (All earth pits at colony/Flats/Bunglows).
- e. Battery bank charging current has to be maintained within the specified limits so as to avoid over charging/under charging.
- f. Switching off and on street lights and staircase lights.
- g. In case of any fault, the connected equipment's are to be checked thoroughly after rectification and before restoration of supply.
- h. In case of 11 KV HT supply failure from MPEB the same may be restored at the earliest in coordination with the MPEB officials.
- i. All the records and files should be maintained as required by the Bank.
- j. The parts replaced such as fuses, HRC fuses shall be or correct rating.

2. **MONTHLY**

- a. Checking of connections in building distribution panels' boards, HT & LT, feeder pillar boxes, and distribution panels at each building.
- b. Checking of conservator's oil level and silica gel breather condition of transformers.
- c. Checking of specific gravity and cell voltage of 30 volts DC battery bank and noting down the readings.
- d. The contractor has to arrange at his own cost for topping of cells with required distilled water and acid whenever required in batteries installed at all floors of LHO Building only.
- e. Checking of connections for tightness and healthiness in feeder pillar boxes and dusting out the same.
- f. Removal of grass from the outdoor substation yard.

3 **QUARTERLY**

- a. Checking of connections in LT panel HT panel and transformers.
- b. Cleaning of earth pits and checking the connections. At the same time, the earth megger values also may be recorded (all the earth pits in the colony).

4. **HALF YEARLY**

- a. Taking out bottom oil samples from the transformers and getting it tested from MPEB and handing over the certificates to the concerned. The charge for testing of oil samples has to be borne by the contractor.

If breakdown voltage falls below 50 KV or as per IE standard. the transformer oil has to be got filtered from approved agency and the depleted oil level has to be made up by the contractor. The oil filtering charges and cost of additional oil will, however, be borne by the Bank on actual basis and will be reimbursed to the contractor on production of bills.

- b. Complete shutdown shall be taken on H.T. outdoor yard. HT & LT indoor/outdoor substation and arrange for the complete maintenance of the same i.e. dusting out, cleaning of insulators, checking of connection, checking of breakers for proper operations, greasing of moving parts etc. Insulation values of all the equipment's may be taken such as transformer, cables, busbar, breaker etc.

5. **YEARLY**

- a. Contractor has to arrange for testing of all relays from approved/reputed agencies and should submit the relative certificates to the Bank in December of every year or as directed by the Bank Officials and the necessary testing charges thereof will be reimbursed by the Bank on production of receipts towards such expenses.
- b. Compliance of All defect/snag/ test mentioned in the "Yearly Compliance Report" submitted by Electrical Safety Department, M.P. Government, Bhopal

Signature with seal and date of the Tenderer

**Central Government labour Rates circulated vide Order
No.F.No.1/8/(3)/2019-LS-II dated:27.03.2019**

S.No.	Minimum rates of wages including V.D.A per day (in Rupees)					
	Category of Worker	Semi skilled worker	Skilled worker	Highly skilled worker		
1.	Helper	551	-	-		
2.	Electrician (Authorisation Certificates from Govt institution to work on HT/LT lines)	-	645	-		
3.	Supervisor with Diploma/degree (Electrical Engineering) with good experience)	-	-	710		
NOTE:- The above rates are without EPF, ESI, Bonus & any other liability.						

Signature with seal and date of the Tenderer

AGREEMENT

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 **ANNUAL MAINTENANCE WORK FOR ELECTRICAL MAINTENANCE WORKS** of the 184 FLATS, Guest Houses, Transit House, Community Hall Building, Pump House, 11 KV H.T. Outdoor Substation, 11 KV Indoor Sub-Station, L.T. Panel Room, Stair Cases etc. in the Char Imli, OFFICERS COLONY, three GM's BUNGLOWS AND DGM FLATS AT CHAR IMLI, BHOPAL, as per the requirements and terms & conditions set forth in the Tender invitation document dated issued by the Bank and your renewal letter dated (hereinafter referred to as "the Work")

WHEREAS the Contractor is an empanelled Contractor with the Premises & Estate Dept. of the Bank's Local Office, Bhopal and has offered to execute the Work as per the requirements and terms & conditions set forth by the Bank.

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 conditions reached between them concerning the provisions of the Work.

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

1. This Agreement shall commence its operation retrospectively from and shall be in force for a period of one year ending on, unless terminated earlier by the Bank under the termination clause to this Agreement. However, the Bank may, at its sole discretion (but is not bound), renew this Agreement for a further period of one year on the same terms & conditions subject to satisfactory performance of the Work by the Contractor.

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.

(i) 3. SCOPE OF THE WORK :

3.1 The Work to be executed by the Contractor shall be as set forth in the Annexure "II" & "IV" of this Agreement. The Contractor shall execute the Work with due diligence and efficiency at the sites detailed hereunder :

(a) Bank's Officers' residential complex at Char Imli, Bhopal, comprising of 184 flats, Guest Houses, Transit House, Community Hall Building,

Pump House, 11 KV H.T. Outdoor Substation, 11 KV Indoor Sub-Station, L.T. Panel Room, Stair Cases etc.;

(b) 6 DGM flats at Char Imli, Bhopal; and

(c) 3 GM's Bungalows at Char Imli, Bhopal

3.2 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) One Supervisor from 8.00 AM to 7:30 PM every day.

ii) Round the clock Electrician (3 No.) for day to day of Electrical Maintenance work.

iii) Helper (2 No.) for Electrician and other labour all and when

4. AGREEMENT NOT FOR SUPPLY OF CONTRACT LABOUR TO THE BANK :

This Agreement is for executing the annual maintenance works at the residential sites of the Bank and is not for supply of contract labour to 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.

5. CHARGES PAYABLE FOR THE ANNUAL MAINTENANCE WORK :

The charges for executing the Work shall be paid to the Contractor on monthly basis at the rates specified in the Schedule of Charges at Annexure III to this Agreement. The payment for every month shall be made by 1 st 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.

6. SECURITY DEPOSIT :

The Contractor have to deposit a sum of Rs. 50,000/- towards security deposit in the form of FDR/Bank Guarantee in favor of AGM (P&E), State Bank of India, LHO, Bhopal in addition to EMD i.e. Rs. 10,000 which will be returned by the same during entire period of contract period for due fulfillment of contract. This STDR/FDR will be treated as security deposit for due performance of contract and will be retained by the Bank for entire period of the Agreement. The Contractor hereby undertakes not to be cancel/withdraw the said STDR/FDR during currency of this 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 by en-cashing STDR/FDR.

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 the 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 provisions and obligations under the said Act and Rules and shall indemnify Bank against any penalties/claims from any default on their part. A copy of the certificate 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 requirements.
- 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.

- 7.4 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.
- 7.5 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 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 Act and the 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.

12. TERMINATION:

The Bank will be at liberty to terminate this Agreement at any time during the currency of this Agreement by giving one month notice to the Contractor. The Termination shall be without prejudice to the Bank's rights and remedies to claim or receive damages or compensation for any loss or inconvenience caused to or suffered by it.

The Bank will be at liberty to terminate this Agreement at any time during the currency of this Agreement without giving any notice to the Contractor, 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 & CONDITIONS:

- 1) 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.
- 2) The Contractor has to obtain approval of materials/samples from the Bank prior to its procurement and use in the work.

- 3) 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.
- 4) The Contractor shall strictly comply with the provisions of safety case as per BIS Code and CPWD Guidelines.
- 5) The Contractor should maintain at site all mandatory registers including complaint book in triplicate, material register etc. as directed.
- 6) On completion of work rubbish etc. shall be removed by the Contractor from the site/premises as directed.
- 7) The Contractor or his supervisor should be available at the above site from 8.00 AM to 7.30 PM and the Contractor must always be available at request and in case of emergency complaints or as and when directed.
- 8) 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/Bungalows.
- 9) 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.

- 10) The Contractor will ensure that the defects are attended to promptly & efficiently.
- 11) The Contractor should submit ownership/partnership letter along with this signed agreement.
- 12) The Contractor shall, while maintaining or repairing the Electrical installations & maintenance works at the aforesaid Char Imli complex 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.
- 13) The Contractor shall keep all the Ceiling fans and other Electrical equipment's, MCCBS, MCBs, Energy meters & its Boxes and LT/HT Panels repair & 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.
- 14) 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.

- 15) 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 MPMKVVCL, Municipal, Electrical safety departments and other local safety authorities.
- 16) In the event of the Contractor failing to under take 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.
- 17) 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.

- 18) The workers including supervisor shall wear apron (printed company's name) and identity card issued by the security officer of the Bank during duty time.

14. 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.

k) Obtain police verification of all its employees or agents engaged by it to execute the Work.

- 15) 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. any, in this regard.
- 16) The Contractor from time to time after completion of work in the flats/quarters/bungalows shall take certificate from the resident of the flat that the work has been completed satisfactorily and same shall be enclosed along with the bill.
- 17) The Contractor will have to maintain proper records of materials used and will be solely responsible for accounting of the same. Receipts from the concerned flat occupants will be kept intact for verification by the Bank officials as and when demanded. The Contractor will have to carry out the necessary repairs even during night hours also.

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

Contractor By:

Name :

Name :

Date:

Date :

WITNESS :

1.

1.

2.

2.

