



ANNUAL MAINTENANCE CONTRACT FOR THE ELECTRICAL SUB-STATION & ELECTRICAL INSTALLATIONS, OPERATION OF LIFTS AT SBI, LHO BUILDING, REVA PARISAR, GM BUNGALOWS, DGM FLATS, GUEST HOUSES AND SBI OFFICER COLONY, CHAR IMLI, BHOPAL

TENDER ID- SBI/BHO/010623

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

START AND END DATE OF DOWNLOADING
THE TENDER DOCUMENTS :- 01.06.2023 TO 21.06.2023

LAST DATE AND TIME FOR SUBMISSION OF
E-TENDER :- 21.06.2023 AT 3.00 P.M.

EARNEST MONEY DEPOSIT :- **Rs. 47,000.00**

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

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

TECHNICAL BID

NOTICE INVITING TENDERS

SBI INVITES E-TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR THE ELECTRICAL INSTALLATIONS, OPERATION OF LIFTS AT SBI, LHO BUILDING, REVA PARISAR, GM BUNGALOWS, DGM FLATS, GUEST HOUSES AND SBI OFFICER COLONY, CHAR IMLI, BHOPAL

The contractor who received NIT from this office/e-procurement agency only eligible to quote:-

1.	Scope of work	E-Tender for Annual Maintenance Contract for the Electrical sub-station & Electrical installations, operation of lifts at SBI, LHO Building, Reva Parisar, GM Bungalows, DGM Flats, SBI Officer Colony Char ImlI Bhopal
2	Nature of work	Annual Maintenance Contract.
3	Earnest Money Deposit	Rs.47000/- (Rupees forty seven thousand only) by means of Demand Draft only (Valid for a period of 90 days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of Assistant General Manager (P&E) SBI payable at Bhopal. EMD should be submitted along with Technical Bid.
4	Initial Security deposit	5% of Annual Contract Value.
5	Start and end date for submission of e-tender along with hard copy of tender documents	01.06.2023 to 21.06.2023
6	Last Date and time for submission of e-tender along with hard copy of tender document	3:00 PM on 21.06.2023
7	Address at which technical bid (hard copy) along with Earnest Money Deposit to	The Assistant General Manager Premises & Estate Department State Bank of India

	be submitted	Local Head Office Bhopal
8	Date and Time for opening of e-tender	3:30 PM on 21.06.2023
9	Validity period of the tender	120 days from the date of opening of Price Bid tender
10	Eligible Taxes	<p>Income Tax shall be deducted at source as per Govt. guidelines.</p> <p>Payment of GST will be made as applicable</p> <p>The contractor shall comply with the followings:-</p> <p>Contractor shall have a valid GST number registration.</p> <p>Invoices shall specifically / separately disclose the amount of GST levied at applicable rates as per GST provisions / rules</p> <p>In case of correction in the bills after scrutiny contractor shall submit fresh bills for payment</p> <p>Contractor shall timely file the GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to the contractor.</p>
11	Submission of Technical Bid (Hard Copy)	Contractors shall download the entire Technical Bid to get acquainted with the terms and conditions and shall upload the pages of technical bid without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected.
12	Payment terms	Monthly payments shall be paid on production of actual bill.
13	e-Tender Service Provider Contact persons	<p>Primary Contact Numbers: -</p> <p>9081000427, 9904407997</p> <p>1.Jaymeet Rathod: 079-68136829,jaymeet.rathod@eptl.in</p> <p>2.Vinayak Khambe: 079-68136835,vinayak.k@eptl.in</p> <p>3. Nadeem Mansuri: 079-68136853,nadeem@eptl.in</p>

		<p>4. Nandan Valera: 079-68136843,nandan.v@eptl.in 5. Hemangi Patel: 079-68136852,hemangi@eptl.in 6. Kanchan Kumari: 079-68136820,kanchan.k@eptl.in 7. Deepak Narekar: 079-68136863,deepak@eptl.in 8. AnshulJuneja: 079-68136840,anshul.juneja@eptl.in 9. Salina Motani: 079-68136831,salina.motani@eptl.in 10. Devang Patel: 079-68136859,devang@eptl.in Alternate Contact No.: Riddhi Panchal: 079-40270506, 8460518168, riddhi.pancal@auctiontigher.net</p>
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14. No conditions other than mentioned in the tender will be considered, and if given they will have to with-drawn before opening of the price bid.

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

16. Tenders received without EMD shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

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

Assistant General Manager (P & E)

SAMPLE BUISNESS RULE DOCUMENT

ONLINE E-TENDERING FOR ANNUAL MAINTENANCE CONTRACT FOR THE ELECTRICAL SUB-STATION & ELECTRICAL INSTALLATIONS, OPERATION OF LIFTS AT SBI, LHO BUILDING, REVA PARISAR, GM BUNGALOWS, DGM FLATS AND SBI OFFICER COLONY, CHAR IMLI, BHOPAL

(A) Business rules for E-tendering:

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

(B) Terms & conditions of E-tendering:

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

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

2. M/s. E-Procurement Technologies Ltd., shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Architects.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:
 - i. **Online E-tendering:**
 - (a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT.
 - (b) Online e-tendering is open to the empaneled bidders who receive NIT from the Architect and qualified for participating in the price bidding as provisions mentioned herein above through SBI approved Service Provider.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their percentage above/below the estimated cost.
 - (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "***Incomplete Tender***" and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. E-Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s. E-Procurement Technologies Ltd. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.
10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider M/s. E-Procurement Technologies Ltd. shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider/s. E-Procurement Technologies Ltd. is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s. E-Procurement Technologies Ltd. will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s. E-Procurement Technologies Ltd..
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

**SIGNATURE OF THE CONTRACTOR
WITH SEAL**

Process Compliance Statement (Annexure II)

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

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

Sub: **ANNUAL MAINTENANCE CONTRACT FOR THE ELECTRICAL SUB-STATION & ELECTRICAL INSTALLATIONS, OPERATION OF LIFTS AT SBI, LHO BUILDING, REVA PARISAR, GM BUNGALOWS, DGM FLATS AND SBI OFFICER COLONY, CHAR IMLI, BHOPAL**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

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

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

Price Confirmation Letter (Annexure III)

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

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

Sub: Final Price Quoted During E-tendering for Annual Maintenance Contract for the Electrical sub-station & Electrical installations at SBI, LHO Building & Reva Parisar, Bhopal. Online Price Bid Date:

Dear Sir,

We confirm that we have quoted.

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

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

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



ANNUAL MAINTENANCE CONTRACT FOR THE ELECTRICAL SUB-STATION & ELECTRICAL INSTALLATIONS, OPERATION OF LIFTS AT SBI, LHO BUILDING, REVA PARISAR, GM BUNGALOWS, DGM FLATS AND SBI OFFICER COLONY, CHAR IMLI, BHOPAL

GENERAL TERMS AND CONDITIONS

1. No Tender will be accepted after scheduled time and date.
2. The contractor should quote their rates inclusive of all duties/levies (i.e. Education Cess, TDS etc. as applicable) but excluding GST and are subject to deduction at source by the bank from bills/dues including wastage, transportation of material to the aforesaid work site, etc.
3. The tender should remain valid for acceptance by the Bank for a minimum period of 90 days from the date its opening, which period may be extended by mutual agreement and tenderer shall not cancel or withdraw the tender during this period.
4. Time is the essence of this contract. The contractor whose tender is accepted shall take up the work on hand immediately from the date of receipt of written work order.
5. The Bank does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so.
6. The contractors are requested to acquaint themselves with the site conditions, terms & conditions, schedule of items and technical specifications of the tender and should seek requisite clarifications, if required, from this office before quoting the rates.
7. The Earnest money deposit of Rs. 47,000/- by way of Bank draft in favour of Assistant General Manager (P&E), State Bank of India, LHO, Bhopal will have to be deposited along with the technical bid of tender document. The tenders received without Earnest Money Deposit are liable for rejection. No interest shall be paid on the said deposit. The successful contractor will have to deposit a sum equivalent to 5% of Annual Contract Value towards security deposit in the form of Demand Draft in favour of AGM (P&E), State Bank of India, LHO, Bhopal in addition to EMD which will be retained by the same during entire period of contract period for due fulfillment of contract.
8. The contractor has to obtain approval of materials/samples from the Bank prior to its procurement and use in the work.
9. In case contractor fails to undertake the work at site within 7 days from the date of issue of work order, the Bank reserve the rights to entrust the work to any other contractor at its discretion and earnest money deposit of defaulter contractor will be forfeited.
10. The contractor should quote reasonable rates.

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

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

32. The contractor should submit these terms & conditions duly signed as a token of acceptance, along with their tender, failure to which their tender is liable for rejection without any notice which please note.

Signature of Contractor with Seal

Name of the Firm

Address:

Contact No.

INSTRUCTIONS TO TENDERERS

Online, e tenders are invited for TENDER FOR THE ANNUAL MAINTANACE WORK OF ELECTRICAL SUBSTATION AND ELECTRICAL INSTALLATION, OPERATION OF LIFTS, STATE BANK OF INDIA, LOCAL HEAD OFFICE BUILDING, REVA PARISAR, GM BUNGALOW, DGM FLATS, SBI OFFICER COLONY CHAR IMLI

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. The contractor has to provide a central toll free number/cell number for attending the maintenance complains.
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 extra at the time of payment of bill.
9. 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 Bank without prejudice to any other right or remedy is at liberty to forfeit the earnest money.

10. 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.
11. The tenderer, must co-ordinate with the other agencies such as (I) Electrical (II) Air – Conditioning and housekeeping etc.
12. 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.
13. 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.
14. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank's reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / before. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the Bank.
15. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the Bank may demand Bank guarantee from the contractor for satisfactory completion of these work.
16. 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 Bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit.
17. No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank. Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.
18. Contractor should get approval of the samples of materials in advance with Bank Engineer before use of the same in the work'.
19. Bank has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
20. The tenders shall summarily rejected, if any one of the above said requirements has not been complied with.
21. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

22. The contractor should fulfill the labour regulation guidelines stipulated by the governments.
23. No advance payment in any form will be granted for the works proposed.
24. 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.
25. The Contractor has to obtain approval of materials/samples from the Engineer-in-charge prior to its procurement and use in execution of work.
26. 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.
27. For clarification, if any, the drawing, /details referred to in the enclosed schedule of price bid can be discussed with Bank Electrical Engineer, LHO, Bhopal during office hours before the date of submission of tender. The Employer reserves to itself the right of altering the drawings/specifications nature of the work by adding to or omitting any items of work or division of work amongst agencies having portions of the same carried out without prejudice to this contract.
28. The successful vendor has to submit the required degree/ certificates of the Engineer, Electrician & helper and bring the candidates for interview with the Bank for the selection of the suitable candidate.
29. **The contractor must having valid 'A' Class Electrical Licence issue by Electrical Safety Department, M.P. Govt, Bhopal and it has office in Madhya Pradesh, only considered.**

30. I/We hereby declare that I/We have read the above terms and conditions /instructions Carefully and fully understood and will abide by the same.

Signature of the tenderer with seal & Date:

READ, UNDERSTOOD AND
ACCEPTED

SIGNATURE OF THE CONTRACTOR WITH SEAL

Date

SCOPE OF WORK FOR LHO BUILDING AND REVA PARISAR, BHOPAL

The maintenance and operational service for the all electrical installations, sub-station equipments, liaisoning with MPMKVCL 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, LHO Building & Reva Parisar, Bhopal, including Security Lights etc.

1. 33/0.415 KV Sub-station (including HT Control/ Breaker Panel /VCB/VCB Panel 1000 & 500 KVA Transformers 2 nos (LHO) and 500KVA Transformer- 1 Nos(Reva Parisar), L.T. Main Panel & Sub L.T. Panel (New) including 33 KV High Tension Line and all other equipments.
2. L.T. Distribution Boards (All PDB'S, UPS DB'S LDB'S, Outdoor feeder pillars for lighting and powers, etc.). LHO & Reva Parisar
3. Capacitors Bank's panel – 2 Nos. & 1 Nos Reva Parisar
4. Liaison with MPMKVCL 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 sub-station, 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 Vacuum 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 – once in a year.
 - ii) Insulation Test – once in six months. iii) Cleaning & maintain the 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 handover 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 **Supervisor having Degree in Electrical Engineering with sufficient experience in this field** and valid license holder **Electricians (having wiremen license or 2 years ITI course in Electrical) authorized 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. **(i) The Engineer (Supervisor)** For LHO & Reva Parisar should be available at the above site from 8:00am to 8:00pm & the contractor must always be at request and in case of emergency complaints or as and when directed.

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

(iii) One Electrician for day to day work at Reva Parisar & helper will associate from LHO when it required.

iv) Helper (2 No.)

(v) Lift operator (2 Nos)

16. **The contractor has to deposit security deposit @ 5% of the Annual AMC charges** in the form of Bank guarantee in joint name. First name will be AGM (P&E) and will be discharged in favor of Bank by the contractor. 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 @ Rs.1,000.00 per person per day will be imposed.

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

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

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. To operate the DG sets installed in the premises & maintain the necessary log sheet for diesel consumption, DG maintenance register as per AMC provider, to maintain sufficient Diesel in stock & with the help of Bank's pump operator to bring the Diesel from the petrol pump & kept it in safe custody.

25. **Complaint register, daily HT meter reading, PF reading, solar energy generation meter reading, 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.

26. The CONTRACTOR shall carry out preventive maintenance / checks as per program given by the Bank's engineer or as per CPWD specifications/ guidelines of respective trade practice and maintenance instruction.
27. 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.
28. 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.
29. 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 the responsibility of contractor to keep the electrical installation, sub-station, Transformers, switchgear and meter rooms and generator room etc. etc. 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. DC 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 notice or taken.
34. The Bank 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 Bank Account statement print as a proof having credited the salary to his workers as per the minimum wages act. Monthly bill of the vendor will not be accepted without the salary credit print. In case, if it is found that vendor is not making the payment as per the minimum wages to his workers, his contract can be terminated without giving any notice to the contractor.
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 5/6 Amps Switches/Socket/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 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 Banj.
- e) To maintain DC supply including batteries for H.T. panels.
- f) To give proper account of materials issued by the Bank.
- g) To switch on / off the compound and street light, floors 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 minors 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 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 will not be liable or responsible financially or otherwise for any injury/disablement/ death caused to any personnel of the contractor while executing the work under this tender. The Contractor shall obtain adequate insurance policy in respect of his workmen engaged for the work, towards meetings the liability of compensation arising out of death, injury/disablement at work 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 with woolen sweater/kot to his employees at its own cost as per approved colour and specification of the Bank 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 etc.. in this regard must be allotted them and he has to submit the copy to Bank. Local security rules shall be observed by the contractor and his staff. The contractor is responsible for arranging the reliever for the staff/worker, who is on the leave and no additional cost is payable for the same.

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

50. 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.

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

52. 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.

53. 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.

54. Any indulgence, forbearance or waiver, granted or shown or made on the part of the 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 supervisor/Electricians and other equipments shall be brought by the CONTRACTOR as and when required at their cost (If any)

57. The contractor to operate the DG sets installed at LHO building with the help/guidance provided by the AMC vendor and maintain proper record of DG maintenance, Diesel, AMF panels and all the things pertaining to DG operation.

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.

k. Tourches with all workers.

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 rails shall not be less than 30cms (clear) and the distance between two adjacent rungs shall not be more than 30 cms. when a ladder is used, an extra Mazdoor shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fences or railing minimum height of which shall be one meter.
6. No floor, roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
7. Suitable face masks should be supplied for use by the workers, when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate enough and free from defects.
9. The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.

Signature with seal and date of the Tenderer

ANNEXURE -B

PENALTY

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

Signature of Contractor

Date:

Seal:

ANNEXURE – C

CERTIFICATE

"Certified that We have remitted the monthly subscription of Employees' Provident Fund &

Employees State Insurance 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

subscripti

on

remitted

Bill No. & date EPF ESI

Signature of Contractor

Date:

Seal:

ANNEXURE – D

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

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

1. Wage per day contract labour) Rs..... ... (in figures

) proposed to be paid by the contractor) Rupees excluding employer contribution of).....

EPF but including employee contribution).....(in words) of EPF.

Place :

Date :

Signature with seal of the Contractor:

Name in block letters :

Address :

Signature of Contractor

Date:

Seal:

ANNEXURE - E UNDERTAKING

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

Place :

Date :

Signature with seal of Contractor :

Name in block letters :

Address :

ANNEXURE-F

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 33/11 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 land transformers.
- b. Cleaning of earth pits and checking the connections. At the same time, the earth meggar 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

SCOPE & SPECIFICATION OF SERVICES (LIFT OPERATOR) AT LHO BUILDING

The Service required to be provided by the contractor/service operator to the Bank under this Agreement **will** briefly be the following:

- Operating of Lifts at the Local Head Office, Bhopal of the Bank through well-dressed, well-mannered, disciplined, experienced, skilled and helpful Lift operators
- The contractor has to provide the above Service uninterruptedly at the above premises of the Bank during the office hours of the Bank on all working days.
- No additional operator charges will be paid for operation on any holidays and weekends, if required.

1. OBLIGATIONS OF THE CONTRACTOR

The duties, obligations and responsibilities of the contractor under this Agreement shall include the following:

- The contractor shall provide the Services by engaging well-dressed, well-mannered, disciplined, experienced and skilled Lift Operator(s) for operating the Lifts at the Local Head Office Building of the Bank at Bhopal.
- The contractor shall be responsible for providing, managing and supervising the Services and ensuring presence and performance of duties by the personnel engaged by it.
- The contractor shall provide the services uninterruptedly at the above premises during the office hours of the Bank on all working days. The Service Provider will be responsible to provide uninterrupted services, even if any persons employed by it is on leave or on weekly rest and / or on holidays to which he is entitled under the arrangement at the engagement and / or in compliance of any regulatory provisions.
- The contractor shall be responsible for the good conduct and performance of duties on the part of his personnel engaged for providing the service and the contractor shall be deemed for all legal and contractual purpose the employer of the said personnel and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank nor at a future date.
- The contractor should ensure that the Lift Operators would wear neat and clean and impressive uniform bearing the name of the Service Provider company as well as his name badge etc.
- The personnel engaged by the contractor for operating the Lifts should have adequate knowledge on the operation of the lifts for smooth functioning of the lifts and rescue the passengers in case of any emergency.
- The contractor will be responsible for good and disciplined conduct of the personnel engaged by it to provide the Service under this contract. The contractor shall engage only such persons whose conduct and behavior is found to be good and their integrity is unquestionable. The contractor will, at the request of the Bank remove from the work any personnel engaged by it for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the

employees of the Bank or its customers or third parties. The Bank reserves its right to refuse such engagement of any personnel in the premises and the contractor shall immediately withdraw him.

- To ensure the antecedents of their personnel, the contractor should verify their antecedents, thorough background check by police verification of antecedents, address verification, complying KYE (know your employee) etc.
- The contractor shall ensure that their personnel should not indulge into any antisocial activity.
- The contractor shall engage fully trained and adequately experienced and medically fit personnel and free from all infections / diseases. The contractor shall get their personnel medically examined. The contractor shall not permit to work or employ any person(s) who is / are suffering from any disease.
- The contractor or the personnel engaged by it shall not remove or take out of any spare parts, etc. from the Bank's premises, without the prior permission of the Competent Official of the Bank. The contractor shall be responsible and liable to reimburse the Bank the cost of any item or property broken and / or damaged or unauthorizedly removed/taken out by their personnel and / or representatives of the firm. The contractor shall reimburse the damage or loss caused to these Lifts to the Bank or the Bank shall have the right to deduct the aforesaid cost of these missing items from any payment due to Service Provider.
- The contractor shall furnish to the Bank, every day, the list of entire personnel engaged by it who will be working at the premises at its instance. The contractor shall also maintain regularly a log book regarding execution of work under this agreement.
- The contractor or the personnel engaged by it at the premises of the Bank will have no right or lien whatsoever upon the work in the premises and the contractor shall move out of the premises at the instances of the Bank along with the personnel engaged by it for its doing the entrusted job. The Bank will be within its own rights to refuse permission without assigning any reasons to any or all personnel engaged by the contractor from entering into the premises.
- The contractor should possess, during the entire duration of these presents, all licenses 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 thereunder. 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 certificates 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.

- The contractor shall strictly comply with all Labour and such other Statutory Laws in relation to the services to be provided and the personnel engaged by the Service provider and 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 Service Provider and it shall be the sole responsibility and liability of the Service Provider to answer to all such claims and demands of the personnel so engaged, under any law for the time being in force.
- The contractor shall be responsible for allotment of the duties, hours of work and timing to the personnel engaged by the contractor to provide the Service. The contractor alone shall have the right to exercise control on, give directions to and manage the personnel engaged by it to provide the Service.
- The personnel engaged by contractor at the Bank's premises to provide the Service shall be the employees of contractor and should be on the contractor's Payroll and in no event they shall be deemed to be the employees of the Bank.
- Contractor should issue an Employment Card in Form No. XIV to each personnel engaged by it at the Bank's premises (*Refer Rule 76- Contract Labour (Regulation and Abolition) Act*)
- The Contractor shall be responsible for payment wages (as per Minimum Wages act), allowances and any other amount including, ESI, provident fund/ gratuity and pension, if any, dresses, etc. as per the applicable labour laws to the personnel engaged by it for providing the service.
- In terms of the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed thereunder, 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 Service Provider will entail forthwith termination of this Contract in addition to such penal consequences.
- Contractor shall be solely responsible and liable for compliance of various provisions of all applicable laws including the provisions of Contract Labour (R&A) Act, 1970 in relation to the Services to be provided and the personnel engaged by the Contractor for providing the Service, including

payment of their wages as per Minimum Wages Act, allowances and any other amount including provident fund/ gratuity and pension, if any, and no liability of any kind whatsoever towards the above premises shall devolve upon the Bank. Any legal case/expenses/penalty arising out of violation any provisions of Minimum Wages Act or any other Act, Rules or Regulations shall be at the cost of Contractor only and the Bank shall not responsible for the same.

- 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 firm shall be responsible for maintaining record pertaining to payment of wages act and also for depositing the PF contributions, if required, with authorities concerned.
- The Bank will have a right to deduct and / or stop or withhold the payment of monthly amount or any part thereof to Service Provider in the event of it failing to perform the services under this agreement to the satisfaction of the Bank. The decision of the Bank in this regard shall be final and conclusive.
- The contractor is responsible for arranging the reliever for the staff/worker, who is on the leave and no additional cost is payable for the same.

2. OTHER COVENENTS and INDEMNIFICATION etc:

(1) It is hereby agreed by and between the parties that the day, if during the currency of this agreement any notification under section 10(1) of Contract Labour (R&A) Act, 1970 is issued by the Central Government or any law, rule or notification comes into force/ operation, by virtue of which the services envisaged under this agreement becomes contrary to the said Statute, rule or notification, then this agreement shall stand ceased and automatically terminated without any notice from either side and in that eventually, no liability whatsoever except as per the terms of agreement, remains with the Bank. The agreement shall then be terminated forthwith and the Bank shall not be liable to pay any compensation to the contractor or any person whosoever.

- The Bank will not be responsible financially or otherwise for any injury / disablement / death caused to any personnel of the contractor while executing the work under this agreement. The contractor shall obtain adequate insurance policy in respect of all personnel engaged by it in the execution of this work, against all risks as may be required under any provision of law and to meet the liability of compensation arising out of such injury / disablement / death at work site and carry out all the provisions and obligations under the said act and rules and furnish all information to the AGM (P&E) as may be required by the Act / Rules and shall indemnify Bank against any penalties / claims from any default on their part.

- Any financial liabilities/legal complications (including any payments/penalty/legal charges) devolved on the Bank due to violation of Minimum Wages Act or any other Act, Rules or Regulations by the Service Provider shall be recovered from the Service Charges payable to the Service Provider under this agreement. This shall be in addition to Bank's rights to terminate the agreement for the above violation and also to take necessary legal action against the Service Provider for recovery any amount due. The Service Provider shall bear full and exclusive liability for the payment of all taxes, charges, levies whatsoever including service tax as may be imposed or levied by the Central or State Government or by any other authority for or in connection with the Services rendered by the Service Provider.
- The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. of this agreement.
- The contractor shall indemnify the Bank against any action taken /claim made against the Bank or any liability incurred by the Bank, including due to any violation of the provisions of any Statute, including but not limited to Minimum Wages Act or any other Act, Rules or Regulations by the Service Provider or on account for discharging the Services under this agreement by the contractor. The Service Provider will be liable to reimburse to the Bank any loss or damage caused to the Bank on account of any breach of law on the part of contractor or their personnel engaged for the Service.
- The contractor shall bind himself and shall indemnify and hold harmless, the Bank in respect of the agreement 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 contractor 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 employees or any one employed / engaged by the contractor in connection with this agreement.
- The contractor shall comply with and observe all the Act, Rules, regulations, Notification etc, including Contract Labour (R & A) Act, and its bye laws/constitutional documents, while executing the work under this agreement and shall ensure and indemnify the Bank against all actions that may be taken by any body, Government or local, for any omission / commission / default by the contractor or its personnel and this indemnity shall survive even after termination of the contract.

NOTE: CONTRACTORS TO ENSURE MINIMUM WAGES COMPLIANCE

1. In case, the rates quoted in Price Bid under column (12) is less than the latest Minimum Wages evaluated in column (11) of wages charges for Manpower, the tender shall be summarily disqualified.

2. Contractor to submit a copy of the latest Circular published by the competent authority in support of Minimum Wages prevailing as per Central Govt. applicable for public sector banks and considered by them in their Quote.

Part-"A"

SCOPE OF WORK - GMS BUNGLOWS, DGMs FLATS, OFFICER COLONY CHAR IMLI, BHOPAL

The maintenance and operational service for the electrical installations, substations equipment liaisoning 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, SBI, OFFICERS COLONY, Bhopal, including Security Lights etc.

1. 11/0.415 KV Substation (including HT Control/ Breaker Panel /VCB/VCB Panel 2 No. 500 KVA Transformers, L.T. Main Panel & Sub L.T. Panel (New) including 33 KV High Tension Line, 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 – once 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 housekeeping 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 Supervisor having Degree in Electrical Engineering with sufficient experience in this line and license holder **Electricians having wiremen license/ITI 2years authorized for operation & maintenance of 33/11 KV substation** competent for the job round the clock in shift duties and Helper having experienced more than three years.
 15. **i)The Supervisor** should be available at the above site from 8:00am to 8:00pm & the contractor must always be at request and in case of emergency complaints or as and when directed. **ii) Round the clock Electrician (3 No.)** for day to day of Electrical Maintenance work. **iii) Helper (2 No.)**

16. The contract shall be effective from/...../..... and shall be in force for a period of one year ending on/...../....., unless terminated earlier by the Bank 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 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 Bank 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 security deposit @ 5% of the annual monthly charges in the form of Bank guarantee in joint name. First name will be AGM (P&E) and will be discharged in favor of Bank by the contractor. 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 contractor failing which penalty @ **Rs.1,000.00 per person per day** will be imposed. Similarly, the detection of proxy attendance of skilled or unskilled staff shall attract similar penalty / cancellation of contract.

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. The payment of the labour charges to the laborers, skilled or unskilled and highly skilled by the contractor shall be made as per the latest notification issued from time to time by the appropriate Government under the Minimum Wages Act. Contractor should pay the wages to his workers in their account as per minimum wages act and you have to produce their account statements alongwith the monthly bills. Payment of bills will not be made to the vendor without the Bank Account statement and full satisfaction of the Bank Engineer.

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, MPMKVVCL 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 notice or taken.
34. The Bank has reserved its right to discontinue the contract at any time without assigning any reason.
35. The vendor shall submit the monthly bill alongwith the print of the as aproof 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 5/6 Amps Switches/Socket/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 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 Bank.
 - e) To maintain DC supply including batteries for H.T. panels.
 - f) To give proper account of materials issued by the Bank.
 - g) To switch on / off the compound and street light, floors 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 minors 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 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 two sets of woolen uniforms to his employees at its own cost as per approved colour and specification of the Bank 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 Bank. Local security rules shall be observed by the contractor and his staff. The contractor is responsible for arranging the reliever for the staff/worker, who is on the leave and no additional cost is payable for the same.
49. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor and paid to the respective Government Departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.
50. 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.
51. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles / equipments or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
52. 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 Bank at

its discretion but without prejudice to its other rights and remedies terminate this contract.

53. 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.
54. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
55. 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.

NOTE: CONTRACTORS TO ENSURE MINIMUM WAGES COMPLIANCE

1. In case, the rates quoted in Price Bid under column (12) is less than the Minimum Wages evaluated in column (11) of wages charges for Manpower, the tender shall be summarily disqualified.

2. Contractor to submit a copy of the latest Circular published by the competent authority in support of Minimum Wages prevailing as per Central Govt. applicable for public sector banks and considered by them in their Quote.

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

Signature of Contractor

Date:

Seal:

ANNEXURE – C

CERTIFICATE

" Certified that We have remitted the monthly subscription of Employees' Provident Fund & Employees State Insurance to the workers employed by me in State Bank of India, SBI, Char Imli colony, Bhopal - 462011 for _____ work for _____ month _____ Year." Office in which subscription remitted

Bill No. & date EPF ESI

Signature of Contractor

Date:

Seal:

ANNEXURE – D

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

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

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

EPF but including employee contribution).....(in words
) of EPF.

Place :

Date :

Signature with seal of the Contractor:

Name in block letters :

Address :

ANNEXURE – E

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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 :

ANNEXURE-F

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 land transformers.
- b. Cleaning of earth pits and checking the connections. At the same time, the earth meggar 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, bus-bar, 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

AGREEMENT FORMAT

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

WHEREAS the Bank is desirous of executing the **ANNUAL MAINTENANCE WORK** OF ELECTRICAL SUBSTATION AND INSTALLATIONS, STATE BANK OF INDIA, LOCAL HEAD OFFICE BUILDING, REVA PARISAR, OPERATION OF LIFTS, GM BUNGALOWS, DGM FLATS, SBI OFFICER COLONY CHAR IMLI at Bhopal as per the requirements and terms & conditions set forth in the Tender invitation document dated issued by the Bank and Vendor's renewal letter dated (hereinafter referred to as "the Work")

WHEREAS the Contractor is an empanelled Contractor with the Premises & Estate Dept. of the Bank's Local Head Office, Bhopal and has offered to execute the Work as per the requirements and terms & 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. The maintenance contract will be initially valid for one year from the date of commence of work or date of execution of agreement whichever is earlier subject to its renewal for another two similar terms on the same terms and conditions including subject to satisfactory performance of the contractor. However, the contract can be terminated by the either party any frame by giving months' notice.

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.**

3. **SCOPE OF THE WORK :**
 - 3.1 The Work to be executed by the Contractor shall be as set forth in the Annexure of this Agreement. The Contractor shall execute the Work with due diligence and efficiency at the Local Head Office Building's Premises, Reva Parisar, GM Bungalows, DGM Flats, SBI Officer colony, Char imli.

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:

(For LHO Building & Reva Parisar)

(i) The Engineer (Supervisor) for LHO & Reva parisar should be available at the above site from 8:00am to 8:00pm & the contractor must always be at request and in case of emergency complaints or as and when directed.

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

(iii) One Electrician for day to day work at Reva Parisar & helper will associate from LHO when it required.

iv) Helpers (2 No.)

(v) Lift operators(2 Nos)

(For GMs, DGMs, Officer Colony, Char Imli, Bhopal)

(i) The Engineer (Supervisor) should be available at the above site from 8:00am to 8:00pm & the contractor

must always be at request and in case of emergency complaints or as and when directed.

(i) Round the clock Electricians (3 No.) for day to day of Electrical Maintenance work.

(iii) Helpers (2 No.)

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

This Agreement is for executing the annual maintenance works at the SBI, Local Head office Premises 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 1st week of the following month, subject to satisfactory performance of the Work and on production of bills & other required documents (original purchase receipts/cash memo etc. relating to purchase of material

etc.) in support of claims. The payment shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. All the other necessary supporting documents as advised like Payment receipts certification online, PF, ESI, etc as per Govt. norms and as per Bank advised to be submitted by the contractor along with the bills.

6. SECURITY DEPOSIT :

The Contractor have to deposit a sum of 5% of Annual Contract value towards security deposit in the form of FDR/Bank Guarantee in favor of The Assistant General Manager(P&E) for 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 certificated shall be furnished to the Bank before commencement of the work. The Contractor shall fully comply with all the applicable laws, rules and regulations relating to PF Act, including the payment of PF contributions, payment of

Gratuity Act, Payment of Bonus Act, Minimum Wages Act, or any other regulatory or Statutory 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. Contractor shall also be responsible for the Penalty set forth in Annexure "VI"

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 Contractor's Engineer should visit the site/office 3 times in a week and also as and when required.
- 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 SBI, Local Head office Building, Reva parisar, GMs, DGMs, Officer colony char imli 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/wall 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 undertake or carryout the aforesaid maintenance/repair works or absconds during the currency of this agreement with or without any material supplied to him or leaves without payment to his laborers of the wages, compensation, remunerations & any other money payable to any of the laborers, the Bank shall be entitled to forfeit the security deposit furnished by the Contractor without assigning any reason & without incurring any liability whatsoever to the labourers. The powers conferred under this clause on the Bank is in addition to & without prejudice to any other power or right or remedy which the Bank may have against the Contractor under the law, time being in-force in this behalf.

- 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/contractor's engineer 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.

LETTER OF DECLARATION

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

Dear Sir,

ANNUAL MAINTENANCE CONTRACT FOR THE ELECTRICAL SUB-STATION & ELECTRICAL INSTALLATIONS AT SBI, LHO BUILDING, OPERATION OF LIFTS, REVA PARISAR, GMs BUNGALOWS, DGMs FLATS, OFFICER COLONY CHAR IMLI, BHOPAL

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

MEMORANDUM

- a) Description of work: - Annual Maintenance Contract for the Electrical sub-station & electrical installation at SBI LHO building, GM bungalows, DGMs flats, Officer colony Char Imli, Reva Parisar, Bhopal
- b) Earnest Money Deposit: - Rs. 47,000.00
- c) Annual maintenance contract: - One year subject to renewal for two similar terms of one year each upon satisfactory performance of work.

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

I/we have deposited demand draft for a sum of Rs. 47,000/- as Earnest money deposit with State Bank of India. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to State Bank of India.

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

Yours faithfully

Signature of contractor