



**NOTICE INVITING TENDER
FOR**

**CONDUCTING ELECTRICAL SAFETY AUDIT (ESA) OF OFFICES &
BRANCHES IN TAMILNADU & PONDICHERRY**

Last Date & Time for submission of application: **28.04.2023** up to 3.00pm

- **ALL THE BIDDERS SHOULD HAVE DIGITAL SIGNATURE WITH ENCRYPTION.**
- **TENDER DOCUMENTS ARE TO BE SUBMITTED ONLINE ONLY. TENDER IS NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY.**

Name of The Tenderer:

Address

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**The Assistant General Manager (P&E)
SBI - Premises & Estate Dept.
Local Head Office, 4th floor
No. 16, College Lane
Chennai – 600 006**

NOTICE INVITING TENDER

State Bank of India, Local Head Office, Chennai invites **Item rate tender** from the empaneled Electrical Safety Auditors/Firms for **CONDUCTING ELECTRICAL SAFETY AUDIT (ESA) OF OFFICES & BRANCHES IN TAMILNADU & PONDICHERRY**

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| 1. | Name of the Work | CONDUCTING ELECTRICAL SAFETY AUDIT (ESA) OF OFFICES & BRANCHES IN TAMILNADU & PONDICHERRY |
| 2. | Categorization of Branches | i) Electrical Safety Audit (ESA) of Branches / Offices with LT connection ii) Electrical Safety Audit (ESA) of Branches / Offices with HT connection |
| 3. | Eligibility of the Auditor | Electrical Safety Auditors/Firms empanelled with SBI, LHO Chennai only are eligible to apply |
| 4. | Security Deposit. (SD) | Rs.20,000/- (Rupees Twenty Thousands only) - DD or Banker's Cheque in favour of "State Bank of India Payable at Chennai". |
| 5. | Time of Completion of the Work | 30 (thirty) DAYS from the date of PO or letter of confirmation or email |
| 6. | Date of download of tender documents from e-tender portal https://etender.sbi | From 14.04.2023 to 27.04.2023 up to 6:00 PM |
| 7. | Last date and time for receipt of written queries for clarification (No pre-bid Meeting) | Up to 18:00 hrs on 20.04.2023 only via e-mail. Replies to the queries will be published as a Corrigendum in the e-tender portal only by 24.04.2023 |
| 8. | Last date and time for submission of online e-tender. at https://etender.sbi | Date: 28.04.2023 by 3.00 P.M. |
| 9. | Date and Time of opening of e-Tenders: (Technical Bid) The price bid of the eligible tenderers will be opened on the same day or a subsequent day and the same shall be intimated to the bidders. | Date: 28.04.2023 at 3.10 P. M. (IST). Technical Bid of those firms / Auditors who do not submit EMD shall be rejected. |
| 10. | Address of opening of e-tender | Assistant General Manager, State Bank of India, Premises & Estate Department, 4 th Floor, Local head office, Chennai 600 006 |
| 11. | SD to be submitted at: | SD should be submitted physically at above mentioned address within one week of letter of confirmation of acceptance of rates by the Bank. The same will be returned to the bidder after the allotted work is completed. |
| 12. | Liquidated Damages for delay in completion of the work | 0.5% per week or part thereof subject to maximum of 5% of total Contract value. |
| 13. | Validity of the offer | 12 (Twelve) months from the date of acceptance |

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| | | of price bid |
| 14. | Agency for arranging online bidding. For any queries / issues with the e-tender portal, bidders to contact | e-Procurement Technologies Limited A-201/208, Wall Street – II, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujarat (INDIA) e-mail:etender.support@sbi.co.in E: Khushboo.mehta@eptl.in nandan.v@eptl.in Phone: 079-68136826 9081000427 / 9510813528 / 6354919566 |
| 15. | Check list of documents to be scanned and uploaded in the e-tender portal | 1. Scanned copy of DD/BC of Security Deposit 2. DECLARATION CUM UNDERTAKING (Printout to be taken in company's letterhead, signed, sealed, scanned and uploaded) 3. Bidders are required to upload the tender document (Page no:1-16) duly signed, stamped, scanned in PDF. This will satisfy digital signing of the terms and condition of the tender by the bidder. 4. Electrical license copy |
| 16. | Other information | 1. This tender is an online tender. No offline / hardcopy submission. 2. The Auditors are advised to understand the topography and local conditions, timeline specified, tender conditions and scope of work before submission of the bid 3. The Branch/Office is a working premises. The work shall be carried out only as per the time specified by the Branch and Office. 4. Necessary Authority letter / work permit has to be obtained before commencing the work. 6. All safety standards shall be followed during the execution of the work 7. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected. |
| 17. | Er. in charge Contact info (during working hours) | Manager Electrical, SBI, LHO – 044 28308415 / 8404 |

SBI reserves its right to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

Assistant General Manager (Premises & Estate)

PART – B : INSTRUCTIONS TO THE TENDERERS

1. **Site & location:** The proposed Electrical safety audit is to be carried out in the Branches, Administrative offices, Regional offices, BPR outfits, Local Head Office, Learning Centers, Guest Houses, etc. in Tamil Nadu & Pondicherry.
2. The Tender document consisting of scope of work, terms & conditions, etc. shall be signed by the authorized person and cutting or overwriting shall be duly attested by him, before uploading the scanned documents.
3. Submission of BIDs/Tender documents : The Tenders should be submitted online in the website <https://etender.sbi> through M/s. e-Procurement Technologies Ltd, the service provider approved by the Bank for e-tendering. The **TENDER IS NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY.**
4. The auditor / firm will carry out the work without raising any preconditions. Conditional applications are not acceptable.
5. No deviation of any kind will be allowed in Tender conditions, Scope of work, Terms & Conditions, Payment Terms, etc. after the tendering process are over.
6. Decision of Bank in regard to interpretation of the Tender Conditions, Terms & Conditions, Scope of Work, Agreement, Payment terms, etc. shall be final and binding on the Auditor. In case of any dispute between the Auditor and the Bank, the Bank shall have the right to decide. However, all matters of jurisdiction shall be subjected to courts in Chennai.
7. Successful Bidder will have to enter into an agreement with the Bank. The format of the agreement is enclosed for the information of the bidders. However, Bank reserves the right to add / delete any other Clauses in this Agreement. All pages of the Tender documents should be signed and stamp affixed by the Successful Tenderer and only the successful tenderer should submit the Hard copies of Technical and Price bid at SBI office along with the agreement
8. Bank reserves its right to reject any or all the Tenders without assigning any reasons therefore and the Bank's decision shall be final and binding.
9. All the Auditors are advised to quote rates excluding GST component.
10. Audit shall be completed within the stipulated time from the date of award of work. Time is the essence of contract. Delay in completion shall lead to invoking appropriate penalty clause as per Bank's extant guidelines.
11. Canvassing in connection with Tender is strictly prohibited and Tender submitted by the Auditors who resort to canvassing are liable to be rejected.
12. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. Bank reserve the right to accept, Split or reject any tender in whole or in part without assigning for any reason.
13. Bank also reserves the right to divide and distribute the work, AO wise/ RBO wise and this may please be noted by the Tenderer. In assignment of works, the decision will be solely at the discretion of Bank.

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

"Contract" means the documents forming the Tender and the acceptance thereof and the formal Agreement executed between State Bank of India (Client) and the Auditor, together with the documents referred therein including these conditions, the specifications, drawings and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

1.1 In the Contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them. 'SBI / Bank / Employer' shall mean The Assistant General Manager, State Bank of India, Premises & Estate Department, 4th Floor, Local head office, Chennai 600 006 and includes the Client's representatives, successors and assigns.

1.1.1 'Engineer' shall mean an Engineer of the Bank as Bank's representative to give instructions to the Auditor.

1.1.2 'The Auditor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the firm or company and the permitted assignees of such individual or firms of company.

1.1.3 The expression 'Electrical Safety Audit' more fully described in the "Scope of work" to be executed in accordance with the Contract and includes the obligations of the Auditor hereunder.

1.1.4 "Month" means calendar month.

1.1.5 "Week" means seven consecutive days.

1.1.6 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively

1.1.7 "The fee" means the price payable to the Auditor under the Contract for the full and proper performance of its contractual obligations.

1.1.8 "The Equipment/Tools" means all the measuring equipment/tools along with the accessories required to carry out the Audit work under the Contract.

1.1.9 "The Branch/Office" means locations where the Audit work has to be carried out.

1.1.10 "The Schedule of Quantities/BOQ" shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

2.0 LANGUAGE

The language in which the Contract documents shall be drawn shall be in English.

3.0 SCOPE OF WORK:

The detailed scope of the work is given in Part D .

4.0 BID PREPARATION:

4.1 The bidder must obtain himself on his own responsibility and expenses, all information and data which may be required for the purpose of preparation and submission of their bids. The Tenderer is requested satisfy himself regarding the distance of the Branch/Office from the District HQ, local transport and communication facilities, lodging and boarding facilities, the law and order situation, climatic conditions, local authorities

requirement, traffic regulations and any other adverse conditions or hindrance to the Audit etc.

- 4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.
- 4.3 No claim by the Auditor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work. Any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of Contract.

5.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM:

- 5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT within the date/time mentioned.
- 5.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website and e-tender portal as a corrigendum/Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- 5.3. SBI reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.
- 5.4. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 5.5. Queries received after the scheduled date and time will not be responded/acted upon.

6.0 BID SUBMISSION

- 6.1 Only those bidders satisfying the eligibility criteria given in the NIT need to apply. Tenders should be submitted online in the website <https://etender.sbi>. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. The server time (which is displayed on the e-tender portal dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. Bidder will be responsible for any delay due to other issues.
- 6.2 The bidders should submit their bids online with their valid digital certificate, which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

- 6.3 The bidder shall submit the documents enlisted in the checklist in the NIT in the softcopy format. ie scanned copy of the documents either in PDF format as required. The SBI will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 6.4 The documents submitted online in the Technical Bid should NOT contain any price information. Such Bid, if received, will be rejected.
- 6.5 The bidder shall submit his quotes online through the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is unconditional and the bidder qualifies as per eligibility criteria and meets technical specifications.
- 6.6 No claim for submission of offline bids will be entertained. Such bids will not be considered.

7.0 PRICE BID: RATES QUOTED BY BIDDER

- 7.1 The Auditor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.
- 7.2 The rate quoted shall be firm and shall include costs of all measuring equipment, tools, transport, lodging charges, Insurance Charges, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the Audit work etc..
- 7.3 The rates quoted by the Auditor shall be all inclusive and shall apply to all category of sites like rural, semi-urban, urban and metro, branches located at hilly terrains, remote locations and No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.
- 7.4 The GST shall be paid extra as applicable.
- 7.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.
- 7.6 Any request for review of the price bid after the bid opening will not be entertained.

8.0 OPENING AND EVALUATION OF BIDS

- 8.1 The online Bids will be opened at the office of the AGM(P&E) in LHO, Chennai. Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.
- 8.2 In the two bid system, the technical bids will be opened at the scheduled time mentioned in the NIT. In case, if the date of opening is declared as nonworking day or Holiday, the bids will be opened on the next working day. The price bid of the qualified Auditors will be opened either on the same day or on a subsequent date which will be intimated to the bidders.

9.0 VALIDITY OF BID

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the SD.

10.0 EVALUATION OF BIDS AND FINALIZATION

- 10.1 SBI will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.
- 10.2 If a Bid is not conforming to the terms and conditions, it will be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the bid.
- 10.3 During evaluation of bids, the SBI may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- 10.4 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.
- 10.5 The price bids of only those Bidders who qualify in Technical evaluation will be opened.
- 10.6 The L1 Bidder will be selected as quoted in the On-line bidding
- 10.7 If the L1 bidder withdraws, then the SD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.

11.0 CONTACTING THE BANK:

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

12.0 AWARD OF WORKS

- 12.1 Within the validity period of the Tender the Bank shall issue a letter of acceptance by registered post or by e-mail to the successful bidder's email id registered with the Bank to enter into a Contract for the execution of the work as per the terms of the Tender. The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 10 days of receipt of the communication. The letter of acceptance shall constitute a binding Contract between SBI and the Auditor.

12.2 DISTRIBUTION OF THE WORKS:

Bank, in order to complete the Audit as per the Schedule, will distribute the Audit works to the Auditors who are willing to accept the L1 rates quoted for the particular category of branches at the same terms and conditions.

- The distribution of works will be done only to those auditors who have participated in the online bidding process and accepting the L1 rates without any conditions.
- It will be the Sole discretion of the Bank to allot the branches/offices to the Auditors and Auditors have to accept the same. No change of locations will be entertained.

- The Electrical safety auditors / firms should be prepared to execute the Electrical audit at the agreed rates to the Bank as and when orders are placed during the validity period of the Tender.
- If the Auditor does not accept the particular location allotted to him, he shall inform the Bank within a week's time from the date of allotment with reasons for the same. Bank may consider cancellation of the allotted works if the reasons quoted by the Auditor are reasonable and satisfactory. Otherwise, the Auditor have to complete the task as allotted to him.
- If the auditor withdraws subsequently, then his SD will be forfeited. He will not be considered for allotment of other locations.

13.0 SBI's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 13.1 SBI reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI's action.
- 13.2 The acceptance of a tender rests 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.

14.0 SECURITY DEPOSIT

- 14.1 The auditor / firm shall furnish SD for the stipulated amount in the NIT in the form of Demand draft drawn in favour of "State Bank of India, Chennai" on any Scheduled Bank.
- 14.2 No tender shall be considered unless the scanned copy of the SD is uploaded in the tender portal. The successful Bidder will have to submit SD within a period of 10 days of acceptance of Bid
- 14.4 No interest shall be paid on the amount retained by the Bank as Security Deposit.
- 14.4 Security deposit shall be refunded to the Auditors without interest after sixty days after the end of contract period provided the Auditor has satisfactorily completed the tasks assigned to him in accordance with the conditions of contract.
- 14.5 The SD shall stand absolutely forfeited if the tenderer
- ✓ revokes his tender at any time during the period when he is required to keep his tender open for acceptance by SBI
 - ✓ or after it is accepted by SBI, the Auditor fails to enter into a formal agreement
 - ✓ or fails to commence the work within the stipulated time
 - ✓ or fails to complete the work within stipulated time.

15.0 SIGNING OF CONTRACT DOCUMENTS

The successful Bidder shall be bound to execute the Agreement in a non judicial stamp paper of appropriate value within 15 days from the receipt of intimation of acceptance of his Bid by SBI. However, the written acceptance of the Bid by the Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.

16.0 BILLING & PAYMENT TERMS

- i) No advance payment.
- ii) 100% of the fee payable after submission of the Audit report to the Branch, LHO and RBO subject to deduction of Tax at Source as applicable
- iii) Payment shall be made by way of Electronic fund transfer by RBO.
- iv) Bidder should furnish details of the bank a/c no, IFSC code along with their invoices.
- v) Invoices shall be submitted to the RBO along with a copy of the Audit report. Payment will be made at the respective Regional Business Offices (RBO) after successful completion and submission of Electrical safety audit reports duly acknowledged by the branch in complete form along with the proof such as photographs of the audited premises during auditing.

17.0 PENALTY CLAUSE:

- i) If the Audit work is not done within the stipulated time, then liquidated damages for delay in completion of the work @0.5% per week or part thereof subject to maximum of 5% of total Contract value will be levied on the Auditor.
- ii) Bank reserves the right to de-panel the Electrical safety auditors / firms at any stage in the event of failure of Non response, Non commitment and Non completion of the assigned task as per tender terms and conditions.

PART - C : TERMS & CONDITIONS

1. AUDITORS EMPLOYED BY THE FIRM:

- a) The successful Electrical safety auditors / firms should forward a letter specifically indicating the names of their personnel who will be conducting the Electrical safety audit. Along with the letter, the following data should also be provided:-
Bio-data, Educational qualification, valid Electrical license copy issued by Govt. and Experience certificate for all their personnel who will be auditing in this contract. Bank will interview the Auditor before deployment to the branches to verify his competency
- b) Bank reserves the right to reject any persons to be employed by the auditor / firm at the discretion of the Bank. Once the contract is awarded, if they wish to change any of the above personnel, the auditor / firm will inform the Bank in writing and obtain the Bank's prior approval, one week in advance.
- c) All personnel provided by the Auditor/Firm will be on the payrolls of the Auditor/Firm and there will be no Employee and Employer relationship between the personnel engaged by the auditor/firm and the Bank.
- d) The Auditor/Firm will not sub-contract or permit any other person to perform any of the work or services agreed to without prior permission from the Bank.
- e) The Auditors shall not be allowed to stay / reside at site. The Auditor shall not bring any unauthorised persons to the Branch or Offices during Auditing.

- f) The Auditors should be able to communicate in Tamil and Hindi or English Languages.
- g) Only Indian Nationals shall be employed.
- h) The Auditor/Firm shall ensure that the character and antecedents of the personnel engaged by them are duly verified before such engagement.
- i) Bank is not responsible for accidental injury of any of the operating personnel involving in the audit procedure. Auditors should be well trained and should have adequate knowledge in Electrical safety aspects and handling of electrical equipment.
- j) The Auditor/Firm should issue a valid Company Identity cards to all their staff personnel who will be auditing under this contract.
- k) No inconvenience should be caused to staff/customer during working hours. Shut down required if any may be intimated to branch in advance.

2. **TOOLS AND EQUIPMENT:**

- a) All the Auditors should be equipped with necessary tools like measuring instruments, Multimeters, Earth resistance testers, IR heat sensors, Thermography tools, laptop, required software to prepare the Audit report, sufficient personal protection gears like safety shoes, hand gloves etc. and any other tools required for completing the Safety Audit work. Bank will not provide any of these items.
- b) The tools and tackles used by the Auditor/Firm must be good working condition, well calibrated and maintained properly to capture the accurate data.

3. **SUBMISSION OF AUDIT REPORT:**

- i) The Electrical safety auditors / firms should be equipped with laptops for preparation of the Audit report and a data card for connectivity. The Auditor will prepare the electrical audit report (along with photographs taken in the Branch), in the Branch itself and 2 copies of the print out is taken and one copy is handed over to the BM on the same day and get the acknowledgement from the Branch Manager in the other copy.
- ii) The copy of the Audit report with BM's acknowledgement for proof of submission at the Branch shall be submitted to the RBO along with the invoice.
- iii) One scan copy of the report (with BM's Acknowledgement) shall be send to LHO through email using Auditor's registered email id.
- iv) Auditor should also assist the Bank in uploading the Audit report in the Online Electrical Safety Audit (OESA) portal of the Bank. No honorarium or additional payment will be made for this assistance.

- v) The photographs taken in the branch shall be restricted to the observation of critical risk issues only. One selfie photograph shall be taken by the Auditor in front of the Branch as a proof of inspecting the Branch.
- vi) If the bank observes that the Auditor has not completed the task up to its satisfaction, Bank reserves the right to ask for re-auditing the premises without any additional payment.
4. **CONFIDENTIALITY OF DATA:** All the data recorded by the Auditor at the branches/Offices are the properties of SBI. They are not to be used on other work. The Auditors shall not disclose any information, they gathered during the Audit, with any third party or in Social media or in any other forum without the prior written consent of the Bank. Any breach of confidentiality shall attract penalties as per the Bank's extant norms including disqualification or blacklisting the firm or Auditor from all Bank's works.
5. **PROTECTION OF WORKS AND PROPERTY:**
- i) The Auditor shall take all precautions for safety and protection of his employees during the verification, measuring and recording of the data and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property or adjacent to his place of work. Any damage to the Bank's property, equipment's under testing and measurement during the Electrical safety audit will be charged to the Electrical safety auditors or firms. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.
- ii) The Bank shall not be liable for any compensation in case of any fatal injury / death caused to any auditor's/firm's employees while performing / discharging their duties / visiting Bank's premises for inspection or otherwise. The Auditor/Firm shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is auditing.
- iii) The Auditor/Firm undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by them and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The Auditor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc if any as aforesaid.

iv) The Auditor/Firm shall obtain adequate Insurance Policy in respect of his Auditors engaged for the service towards meeting the Liability of Compensation arising out of death, injury / disablement at work etc and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

6. **AUDITOR/FIRM'S RESPONSIBILITY:**

a) The Auditor/Firm shall be responsible for any loss due to theft / pilferage and / or damage to the Bank's property when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Auditor or his workmen / employees engaged for the Services.

b) The auditor/firm shall be solely responsible for compliance to provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. rules, allowances, compensations, EPF, Bonus, gratuity, ESIC, etc. relating to manpower deployed for Auditing. The Bank shall have no liability in this regard.

c) The Auditor/Firm 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 Auditor and they shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the auditor/firm. 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 so engaged by the Auditor/Firm and it shall be the sole responsibility and liability of the Auditor/Firm to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

7. **STRICT ADHERENCE TO BANK'S SECURITY REQUIREMENTS:**

i) The Auditor/Firm's personnel shall comply with security regulations in effect from time to time at Bank's premises. The auditor/firm alone shall be fully responsible for safety and security & insurance or life insurance of their personnel who are working at site.

ii) The Auditors / Technicians shall report to the Security while entering & exiting the premises. All personnel of auditor/firm will be subjected to a thorough physical checking while coming and leaving the building. Those persons so deputed will sign in the Visitor Register for arrival and departure at the site. All guidelines/directions of Bank's Security department must be followed.

8. **Force Majeure** - Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure event such as wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal,

bandh, fires, floods, earth quake, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such delay.

9. **Local Laws, Acts, Regulations** - The Auditor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The Auditor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.
- i) Minimum Wages Act, 1948 (Amended)
 - ii) Payment of Wages Act 1936 (Amended)
 - iii) Workmen's Compensation Act 1923 (Amended)
 - iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971(Amended)
 - v) Apprentice Act 1961 (Amended)
 - vi) Industrial Employment (Standing Order) Act 1946 (Amended)
 - vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
 - viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
10. **Applicable Law** - The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at **Chennai**.

PART – D : SCOPE OF WORK

1. Thorough inspection of Healthiness, Serviceability and Working condition of the Electrical installations in the Bank's premises with reference to applicable Indian standards, Indian Electricity Rules and other relevant codes of practice.
2. All the observations should be photographed and recorded in the audit report. Also the parameters should be measured preferably during peak load time i.e. between 11.00 am to 3.00 pm.
3. Inspecting the entire Bank's premises for identifying potential Electrical Safety / Fire hazards (Shocks, fires, etc.).
4. **For HT connections** - Thermography of entire Electrical installations such as HT panels, EB metering panels, LT panels, Mains switches, Riser mains, LDB, PDB, UDB, ACDB, Switch boards, COS, APFC panels, etc. in the premises for identifying potential Electrical Safety / Fire hazards.

5. **For LT connections** - IR temperature sensing of entire Electrical installations such as EB metering panels, LT panels, Mains switches, Riser mains, LDB, PDB, UDB, ACDB, Switch boards, COS, APFC panels, etc. in the premises for identifying potential Electrical Safety / Fire hazards.
6. Thorough inspection of Healthiness, Serviceability and Working condition of existing
 - i) HT panels, Transformers, EB metering panels, LT panels, Mains switches, Riser mains, DBs, Switch boards, COS, APFC panels, etc.
 - ii) switchgears & protection devices such as MCCB, MCB, RCCB, RCBO, HRC fuse units, EB cut-out, etc. of the Electrical installations
 - iii) Check whether the performance is satisfactory or not.
 - iv) Wires/Cables sizes based on actual load current measurements, insulation resistance, tightness of terminations, etc.
 - v) Earthing system. Measuring the value of Earth resistance and to evaluate the Earthing system (installation and maintenance) based on the latest IS standards and to suggest recommendations for rectification works.
 - vi) DG set, UPS & batteries, etc. for its adequacy in the capacity based on the present Electrical load requirement of the Office / Branch.
 - vii) air-conditioners for its adequacy in the capacity based on the present heat load requirement of the Office / Branch.
 - viii) Electrical installations for air-conditioner & server equipment operating 24x7.
 - ix) Verify preventive maintenance program for ACB, VCB, OCB, Transformers, APFC, Earthing system, lightning arrestors, MV panels, Riser mains, etc. and suggest any value added measures
 - x) Verify Annual maintenance contracts (AMC) for UPS & batteries, Air-conditioners, DG sets, etc. and advise the Branches / Offices for timely renewal
7. Recording the parameters in the monthly Electricity bills and analyzing the Load demand, Sanctioned Load, Penalty, Additional Load requirement, Power factor, etc.
8. The report must consist of Auditor's observations on the Electrical safety of the existing installation and suggest measures for improving the safety of the existing system and should provide the details of the rectification works to be initiated.
9. Verifying the single line diagram of the existing electrical system including marking the position of critical faults and need for immediate attention.
10. The Electrical Safety Auditor should upload the audit observations in the online portal of the Bank at the end of the day with the assistance of the Branch.

PART – E : BILL OF QUANTITIES

| Sr. No. | Description | Amount per Branch (Excl. GST) ₹ |
|----------------|---|--|
| 1 | LT connection : Conducting Electrical safety Audit of Branches / Offices across Tamil Nadu & Pondicherry as per the scope of work and ESA format. | To be quoted in online portal Fees not to exceed ₹ 5,000/- |
| 2 | HT connection : Conducting Electrical safety Audit of Branches / Offices across Tamil Nadu & Pondicherry as per the Scope of work and attached ESA format. | To be quoted in online portal Fees not to exceed ₹ 10,000/- |

NOTE:

The rates quoted should be inclusive of all expenses including all measuring equipment, tools, transport, lodging, boarding charges, Insurance Charges, overheads, profit, stationary expenses, incidental charges and all related expenses to complete the Audit work. The amount quoted for each category should not exceed the maximum amount stipulated.

The audit of HT connection should be done only by an Auditor having Competent license or any equivalent license issued by the Electrical Inspectorate

DECLARATION CUM UNDERTAKING

(printout to be taken in company's letterhead, signed, sealed, scanned and uploaded in the e-tender portal at <https://etender.sbi.>)

The Assistant General Manager,
State Bank of India,
Premises & Estate Department,
4th Floor, Local head office, Chennai 600 006

Dear Sir/s,

CONDUCTING ELECTRICAL SAFETY AUDIT (ESA) OF OFFICES & BRANCHES IN TAMILNADU & PONDICHERRY

I/We have examined the above tender, General Conditions of Contract, Terms and Conditions, Scope of work, Bill of Quantities and subsequent pre-bid clarifications/modifications / revisions, if any, furnished by M/s SBI and I/We have made me / us fully acquainted with the local conditions in and around the Branches/Offices of Chennai Circle and offer to undertake Contract as detailed in this tender by submitting my/our online bid in the Bank's e-tender portal.

While submitting this Bid,

1. I / We, the undersigned, hereby agree to complete the Electrical safety Audit and submit the report in strict accordance with the Contract documents as per terms & Conditions of the tender at the item rates quoted by us in the Tender, in the event of the Tender is being accepted.
2. I / We undertake to commence the work within the time mentioned in the tender and complete the total work within the time frame as stipulated in the tender. If the work is not completed with stipulated time, we are fully aware that the LD as per terms & conditions will be levied.
3. I / We are agreeable for submitting the Security Deposit as stipulated in the tender. We also know that no interest shall be payable to the amount retained by the Bank as security Deposit.
4. We shall absolve the SBI from any loss, damage, action etc. in case of any accident/damage to Bank's property, Rate quoted by us shall be inclusive of all such expenses.
5. I / We shall strictly adhere to follow the labour laws in force from time to time by Central / state Government and other authority etc.
6. I / We do hereby solemnly declare that our Firm/ Company/ joint Venture/ Consortium is not under liquidation and the said entity is not under court receivership of any similar proceedings under court of any competent jurisdiction at the time of bidding.

7. I/We accept all the terms and conditions of tender documents and will abide by the same.

8. In the event of this Tender being accepted I/We undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. In default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid security deposit. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

9. I/We agree not to employ Sub-contractors. We understand that we are solely responsible for all acts of the personnel enrolled by us and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by us. 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.

10. I/We undertake, accept and admit absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by me/us.

11. I/We agree to get the employees engaged on the work at site and all equipment at site, insured comprehensive insurance policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

12. I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

13. I/We further confirm that the undersigned is authorized to sign on behalf of the Bidder.

14. I/We certify that we have not made any changes in the contents of the tender document read with its amendments/clarifications provided by M/s SBI, submitted by us, in our Bid document.

15. I/We confirm that the rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

16. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, M/s SBI will have the right to disqualify us from the Bid.

17. I/We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

18. I/We hereby undertake that our name does not appear in any “**Caution**” list of RBI / IBA or any other regulatory body.

19. I/We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.

Yours Faithfully,

Contractor’s Signature _____

Name: _____

Address: _____