



## **SBI RACPC II ERNAKULAM**

**INVITES TENDERS IN A TWO BID SYSTEM**

**Contractors who are on the panel of SBI, Thiruvananthapuram Circle in the category above Rs. 5 Lacs for Operation & Maintenance Category are only eligible. (Contractors should submit proof of the same)**

**FOR**

**ANNUAL OPERATION AND MAINTENANCE CONTRACT FOR THE HT ELECTRICAL INSTALLATION AT SBI PANAMPILLY NAGAR BUILDING, ERNAKULAM**

**Last date for submission of Tender: 3.00P.M. (IST) on 17/10/2023.**

**Opening of Tenders: 3. 30 PM. (IST) on 17/10/2023.**

**NIT : THI2023-24/RACPCII ERN/ELE/30**

**The Assistant General Manager,  
SBI RACPC-II,  
SBT Avenue,  
Panampilly Nagar,  
Ernakulam-682036  
Email-racpckm@sbi.co.in**

NOTICE INVITING TENDER (NIT): THI2023-24/RACPCII ERN/ELE/30

Tenders are invited from competent ELECTRICAL contractors who are on the Banks approved panel for O&M Category above Rs.5 Lacs of SBI panel as per eligibility for **ANNUAL OPERATION AND MAINTENANCE CONTRACT (O&M) FOR THE HT ELECTRICAL INSTALLATION AT SBI PANAMPILLY NAGAR BUILDING, ERNAKULAM.** Tender is for the routine and periodical maintenance of the power delivery, control and protective devices and systems of the electrical installations at its Panampilly Nagar Building, Ernakulam.

1	Estimated cost of work:	Rs. 7.83 Lakhs. (Estimate value is excluding GST)
2	Date of download of tender documents from Bank's web site <a href="http://www.sbi.co.in">http://www.sbi.co.in</a> under "procurement news".	From 27/09/2023 to 17/10/2023.
3	Last date and time for submission of tender.	Date: 17/10/2023 by 3:00 P.M.
4	Earnest Money Deposit. (EMD)	<b>Rs. 7,800/-</b> (Rupees Seven Thousand Eight Hundred Only) as Demand draft drawn in favour of <b><u>Assistant General Manager, State Bank of India,</u></b> payable at Ernakulam.
5	Tender fees	NIL
6	EMD to be submitted at:	EMD & technical bid should be submitted physically at <b>The Assistant General Manager, SBI RACPC-II, SBT Avenue, Panampilly Nagar, Ernakulam-682036,</b> <a href="mailto:Email-racpckm@sbi.co.in">Email-racpckm@sbi.co.in</a> before 17/10/2023 by 3.00 P.M. Contact: AGM(RACPC II-8330012135)
7	Date and Time of opening Tenders: (Technical Bid & Price Bid)	Date: 17/10/2023 at 3.30 P.M. (IST) at above office address. Technical Bid of those firms / contractors who do not submit EMD and Tender fees shall be rejected. Representatives of Bidder may be present during opening of Tender. However Bids would be opened even in the absence of any or all the bidder's representatives.
8	Bidder Contact Details.	Bidder to provide following information. 1) Name of Company. 2) Contact Person. 3) Mailing address with Pin Code. 4) Telephone number and Fax number.

		5) Mobile Number and E-MAIL.
9	For any technical information please contact	Electrical Engineer - 9745081533

The SBI reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

## INSTRUCTIONS TO CONTRACTORS.

1. This tender is for the "**ANNUAL OPERATION AND MAINTENANCE CONTRACT (O&M) FOR THE HT ELECTRICAL INSTALLATION AT SBI PANAMPILLY NAGAR BUILDING, ERNAKULAM**". It is a Two Bid containing Technical and Price Bid.

In their own interest the contractors are advised to use their own specific seals and desist from using currency coins for the purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the SBI. If a Contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.

2. SBI reserve to itself the right to accept or reject any tender without assigning any reason for doing so and does not bind itself to accept the lowest or any other tender.

3. General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.

4. Employer shall mean Assistant General Manager, SBI RACPC II, Ernakulam

5. The tender is to be submitted in sealed cover super scribed as "**ANNUAL OPERATION AND MAINTENANCE CONTRACT (O&M) FOR THE HT ELECTRICAL INSTALLATION AT SBI PANAMPILLY NAGAR BUILDING, ERNAKULAM**" (EMD & Technical bid cum prequalification bid) containing the tenderer's EMD (in the form of a Demand Draft), Technical bid and supporting documents for prequalification criteria, & duly filled Price Bid in separate cover. All pages should be properly tied and tagged in its order for easy identification during scrutiny. Full address with phone no. of the tender should be written on the sealed covers.

All pages should be signed and sealed by the tenderer. No deviations from the tender are acceptable.

6. Bills of quantities in respect of each work and a specification accompany this tender notice. The tenderers must use only the form issued by the SBI to provide the price bid. The Bills of quantities are liable to alternations by omission, deduction or addition at the discretion of the SBI.

7. Income tax (PAN) and GST registration certificate to be enclosed.

Please read the 'INSTRUCTIONS TO TENDERERS' thoroughly before submitting the Tenders. Also note to verify the Bank web-site under 'PROCUREMENT NEWS' before the last date and confirm that 'CORRIGENDA' to the Tender Notices issued (if any) has been read and / or complied with.

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### 1. TENDER FORM

**PROJECT: ANNUAL OPERATION AND MAINTENANCE CONTRACT (O&M) FOR THE HT ELECTRICAL INSTALLATION AT SBI PANAMPILLY NAGAR BUILDING, ERNAKULAM**

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and tender documents comprising of the tender form, Notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities and Draft Agreement prepared by you.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities.

I/We are depositing as Earnest Money a sum of Rs. 7,800/- (Rupees Seven Thousand Eight Hundred Only) in favor of "Assistant General Manager, SBI RACPC II,Ernakulam " along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the SBI at prices based on our tendered rates. I/We shall deposit further sum equivalent to 5% of tender amount, less EMD paid in the event of my/our tender being accepted, towards Total security deposit.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 7 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid Earnest Money deposit.

I/We further agree to execute the work covered in the Annual Maintenance Contract from the 7<sup>th</sup> day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by SBI for this contract work.

I/We agree to and to get the work, workers, employees (of contractor, SBI & Employer) engaged on the work at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR 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. Draft Insurance deed will be got vetted by SBI Engineer, before obtaining the same.

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.

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.

Yours faithfully,

Contractor's Signature

Address:

Date:

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## 2. NOTICE TO CONTRACTOR

**PROJECT: ANNUAL OPERATION AND MAINTENANCE CONTRACT (O&M)  
FOR THE HT ELECTRICAL INSTALLATION AT SBI PANAMPILLY NAGAR  
BUILDING, ERNAKULAM**

Dear Sirs,

1. SBI, RACPC II Ernakulam have pleasure in inviting you to tender for the aforesaid work.
2. 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 filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
5. Each of the tender documents page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
6. The tender documents must be filled in English and all the entries must be made by hand and written in ink/ball pen. If any of the documents are missing or un-signed, the tender shall be considered invalid.
7. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.
8. The tender shall be valid for a period of 90 days from the date of opening.
9. TOTAL SECURITY DEPOSIT: shall comprise of:
  - a. Earnest Money deposit
  - b. Retention money
- 9.1 The intending tenderer shall deposit with SBI Payable at Ernakulam, by Demand Draft a sum of **Rs.7,800/- (Rupees Seven Thousand Eight Hundred Only)** as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the



contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

- 9.2 The successful tenderer will have to pay further sum equivalent to 5% of his contract value, less EMD already paid, as Total Security Deposit by means of a D.D./Banker's cheque in favour of 'AGM,RACPC II,Ernakulam' within 7 **days from the date of issue of work order to commence work. The EMD and initial Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.**
- 9.3 On the SBI Engineer certifying the completion of Contract, total security deposit shall be released to the contractor after the completion date recorded in completion certificate, issued and agreed by the SBI.
10. Within 15 days of the receipt of intimation from the SBI of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Employer will constitute a binding agreement between the Employer and the person tendering whether such formal contract is or not signed by the contractor.
11. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.
12. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the Architect nor the clients will be responsible for such damage or wash out of the construction work.
13. **Time is the essence of the contract. The Contractor has to depute the required staff to the above said premises for commencement of work, within 7 days from the issue of work order.**
14. If the contractor fails to execute the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items).

15. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.
16. Our clients, SBI, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
17. No employee of the bank or SBI is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank or SBI. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank or SBI as aforesaid before submission of the tender or engagement in the contractor's service.
18. Release of security deposit:

Total security deposit will also be released subject to submission of a Bank Guarantee, to the satisfaction of SBI for an equivalent amount. This Bank Guarantee shall be valid up to completion period of the work. The bank guarantee shall be released after completion of work period provided that there are no defects noticed in the work during defects liability period or defects if any is rectified by the contractor to the entire satisfaction of SBI.

### 3. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2023 between Assistant General Manager, State Bank Of India, RACPC II, Ernakulam of (hereinafter called the "Employer") of the one part and \_\_\_\_\_ (hereinafter called "The Contractor") of the other part, where as the Employer is desirous of getting the work of "ANNUAL OPERATION AND MAINTENANCE CONTRACT (O&M) FOR THE HT ELECTRICAL INSTALLATION AT SBI PANAMPILLY NAGAR BUILDING, ERNAKULAM" works prepared by SBI and the conditions of contract, specifications and Scope of work etc., have been signed by or on behalf of the parties hereto.

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "Said Conditions") and included in the said schedule of work for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is estimated to be Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (hereinafter referred to as "Said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the said sum to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions, execute the maintenance work described in the specifications and Scope of work.

The Employer shall pay the contractor the said sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of work with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.

The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.

The Employer, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.

Time shall be considered as the essence of this agreement and the contractor hereby agrees to commence the work within 7 days from the date of issue of work order to execute the work.

This agreement and contract shall be deemed to have been made in Ernakulam and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Ernakulam and only the courts in Ernakulam shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Signed by the said in the presence of:

WITNESS : SIGNATURE

NAME :

ADDRESS : EMPLOYER

WITNESS : SIGNATURE

NAME :

ADDRESS :

#### 4. APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1. Earnest Money Deposit (EMD) : **Rs. 7,800/-**
2. Total Security Deposit : 5% of contract value including EMD.
3. Period of contract : The contract will be valid for a period of one year, renewable one more year at the quoted rate for second year and terms & conditions as per mutual agreement between SBI and the contractor
4. Defects Liability period : 12 months after completion as recorded in the completion certificate.
6. Total retention money including Earnest money Deposit : 5% of the contract value.
7. Release of Security deposit after : The Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.
8. Period for honouring certificate : Nil
9. Secured Advance : Nil

WITNESS :

DATE : SIGNATURE OF THE CONTRACTOR WITH DATE

## 5. INDEX TO GENERAL CONDITIONS OF CONTRACT

1. Interpretations
2. Scope of Contract
3. Drawings and Specifications
4. Schedule of Quantities
5. Sufficiency of Schedule of Quantities
6. Errors in schedule of Quantities
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8. Authorities, Notices, Patent rights and royalties
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10. The setting out
11. Removal of all offensive matters
12. Opening up works
13. Contractor's superintendence and representative on the work
14. Dismissal of workmen
15. Access to works
16. Employer's representative/PMC
17. Assignment of sub-letting
18. Sub contractors
19. Variations not to vitiate contract
20. Measurement to works
21. Prices of Extras etc., Ascertainment of
22. Unfixed materials

23. Removal of improper work and materials
24. Defects after completion
25. Certificate of virtual completion
26. Other persons engaged by the Employer
27. Insurance in respect of damage to persons and property
28. Contractor's All risk policy
29. Minimum amount of third party Insurance
30. Commencement and completion
31. Delay and extension of time
32. Damages for Non-completion
33. Failure by contractor to comply with Architect's instructions
34. Architect's delay in progress.
35. Supervision of works
36. Prime cost and provisional sums
37. Certificates and payments
38. Notices
39. Termination of contract by the Employer.
40. Termination of contract by the contractor.
41. Matters to be finally determined by the Architects
42. Settlement of dispute (Arbitration)

## 6. SPECIAL CONDITIONS OF CONTRACT

1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of the delays may be or for any other reason what so ever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein
2. The contractor must bear in mind that the work shall be carried out strictly in accordance with specifications and instructions of the Employer/SBI.
3. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.
4. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Employer shall be entitled to deduct all losses, damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.
5. Time shall be considered the essence of this contract. The entire work must be executed as given in NIT. If the work execution is delayed a penalty at the rate of ½ % per week over the contract value will be imposed subjected to a maximum of 5%.
6. Adequate engineering and technical staff to be appointed at site. ELECTRICAL contractor should inform of their number and qualification. An Approval of SBI should be taken prior to appointing such technical staff on site.
7. **The contractor shall keep the tender submitted by him open for acceptance for a minimum period of three months from the date of it's submission** .When once the tender is accepted the rates quoted by the successful tenderer shall be firm and the variation in rates of any one or all the items on any account shall not be allowed during the entire duration of the contract
8. The contractor shall comply with all bye- laws and tax regulations (including GST) of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all the fees and other charges and for giving and receiving of all necessary notices drawings and test certificates.
9. The successful tenders shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with it's execution of work. The successful tenderer shall protect and hold harmless the SBI against any or all claims for any such injury or damage.
10. The SBI shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.



11. INSURANCE

The contractor shall indemnify SBI up to CAR Policy (Contractor's All Risk Policy) against all claim which may be made against SBI by any member of the public or the third party in respect of anything which may arise in consequence thereof and shall at his own expense arrange to effect and maintain up to one month after the virtual completion from an office approved by SBI a policy of insurance in the joint names and deposit such policy or policies with SBI from time to time during the currency of this contract. The contractor shall also indemnify SBI against all claims which may be made upon the SBI under the workman's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub contractor and shall at his own expenses effect and maintain upto one month after virtual completion of the contract from an office approved by SBI a policy or policies of insurance in the joint names of SBI and the contractor as aforesaid .The contractor shall be responsible for any other thing which may exclude from the insurance policies above referred to and also for any other damage to any property arising out of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify SBI in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising therefrom. SBI shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation caused, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the contractor.

12. WORKMAN AT SITE:

The contractor's work people shall not be allowed to live on the site at any time throughout the contract nor to trespass beyond the limits of the site. The contractor will be held responsible for any acts of trespass by his work people.

13. SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of our relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (a) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Bank or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Assistant General Manager,

SBI, RACPC II, Ernakulam within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor to The Assistant General Manager, SBI, RACPC II, Ernakulam in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any **claim not notified to The Assistant General Manager, SBI, RACPC II, Ernakulam**. The Assistant General Manager, SBI, RACPC II, Ernakulam shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The Assistant General Manager, SBI, RACPC II, Ernakulam submit his claims to the conciliating authority namely the Deputy General Manager State Bank of India, Administrative Office, Ernakulam for conciliation along with all details and copies of correspondence exchanged between him and The Assistant General Manager, SBI, RACPC II, Ernakulam.

- (c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Deputy General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Deputy General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such General Manager as aforesaid should act arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules mad there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their settlement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

14. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor (being an individual or a firm) commit any " Act of Insolvency ", or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and if required by the Employer to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the Employer first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor thereunder, or if the Employer shall certify in writing that in his opinion the Contractor:

Has abandoned the Contract, or

Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the Employer written notice to proceed, or

Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within time agreed upon, or

Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or

Then and in any of the said caused the Bank may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, but without thereby affecting the powers of the Employer or the obligations and liabilities of

the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently executed and being executed by or on behalf of the contractor. And further, Bank may enter upon and take possession of the works and all plant, tools, scaffoldings, shed, machines, steam and other power utensils and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing of the works or by employing any other Contractor or any other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the work shall be completed, or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor, to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The Employer shall thereafter shall assertion and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by Employer, and the expense or loss which the Employer shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by Employer to the Contractor or by the Contractor to Employer as the case may be, and the certificate of the Employer shall be final and conclusive between the parties.

15. The mode of measurements shall be as per IS: 1200.
16. The contractor should co-ordinate with other agencies viz., UPS, DG Set , Lift and AC Vendors for rectification of those issues.
17. The Contractor shall not be eligible for any material advance.

## 7.SPECIAL CONDITIONS AND SAFETY CONDITIONS

- The contractor is hereby advised to read the following conditions carefully before quoting rates and to be strictly adhered during execution of work.

### SPECIAL INSTRUCTIONS

- a) Contractor shall submit copies of all statutory compliance certificates such as ESIC, EPF, Contract labour registration, shop & establishment and or any other local authority registration as applicable.
  - b) All workmen, engineers, supervisors shall be converted as per ESIC, PF & minimum wages act.
  - c) All workmen, engineers, supervisors shall undergo pre employment medical check up through company recognized medical officer and submit copies of test report.
- **In case, the rate quoted by the service provider is less than the Minimum Wages calculated, the tender of the subject service provider shall be summarily rejected / disqualified without assigning any reasons whatsoever. The service provider has to quote the amount for both the years considering the variations in the labour wages in the contract period against the Manpower during the contract period. However the contractor has to disburse the labour payment not below the minimum wages as per the Govt norms as applicable from time to time at his own cost during the contract period. GST will be paid extra, as per Government rule .**
  - The amount will be paid on monthly basis at the end of every month on submission of bill. Contractor to provide proof of monthly remittances with regard to the workmen deployed at the site.
  - Contractor is responsible to ensure that his workmen are confined to their work area and comply with all safety, security and administrative instructions given by the site engineer.
  - **Contractor shall provide identification badges to all his people.**
  - On completion of day's work, the entire area shall be kept clean and neat. All debris, surplus material etc., shall be removed immediately from the site.
  - Any such substandard material used during execution will be rejected and fully deducted from the bills.
  - The contractor has to carry out the work in coordination with the other appointed agencies. The contractor should study the situation at site and organize the work accordingly. Whenever work needs to be done in coordination with other agencies, the contractor shall work out the actual time required to complete his part of the job in respects and inform the company.

- The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act, 1950 and rules there under. The contractor shall comply with all rules and regulations in force under the said Act and rules. The contractor shall comply with all applicable laws, rules and regulations regarding to Provident Fund, Payment of Bonus, Minimum Wages or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.
- The areas is in “No smoking Zone” therefore smoking is strictly prohibited.
- Workmen are not allowed to sleep during night and cook good inside the premises.
- Contractor should strictly following safety guidelines.
- All contractor’s people need to undergo induction/safety training and formal interview by company selection committee.
- Contractor shall submit a copy of competency certificates like wiremen license, supervisor’s license, etc., issued by competent authority before deputation of the workmen.
- Contractor shall maintain daily master roll book for his people at site.

### **COMPANY SAFETY GUIDE LINES**

#### WORKING BELOW GROUND LEVEL:

Check that there are no underground cables/ water/sewage lines prior to start any work at this premises. If found inform to concerned official. Disconnect power supply to any cables found in work areas with permission.

#### WORKING AT HEIGHTS :

All personnel working at heights beyond 1.8M should wear safety belts.

Ensure that safety belts are tied security to anchors while working at heights.

Ensure that rigging is well anchored to solid supports prior to erecting items like trusses at a height.

Ensure that debris is cleared on a daily basis from work spots.

Ensure that a nylon safety net is securely fitted under the trusses to provide safety against accidental falls to personnel ( who will need to have safety belts securely fastened) working on the t6russes and roofing. Alternatively well-supported platforms with protected railings should be used a height suitable for personnel to work while standing.

Ensure that roof top ladders are used while laying and working on the roof.

Ensure that ladders used for climbing to heights are firmly secured against slippage.  
All scaffolding should be in steel frames.

#### WORKING WITH ELECTRICITY

Ensure proper earthing of all electrical machines used.

Ensure that all connections are taken throughout earth leakage's circuit breakers. Providing ELCB on the main distribution board prevents accidental shocks.

Ensure availability of 2 CO2 type fire extinguishers at any easily accessible location at site for fire fighting

Provide a pair of fire buckets filled with dry sand for fire fighting at site.

#### PERSONAL PROTECTIVE GEAR

Following is a list of items to be provided to workmen by the contractor as and when required and the items must be ISI certified.

Safety shoes

Hard hats

Safety belts

Gloves

## 8. TECHNICAL SPECIFICATIONS

### ANNEXURE - 'A'

#### Nature and Scope of work:-

Panampilly Nagar Building, Ernakulam which is housing RACPCIL, ISB, Pravasiseva branch, GNC is a High Tension (HT) KSEBL Consumer with one 11KV/433V 250kVA indoor transformer ,LT & APFC Panels and 250kVA Diesel Generator Set. Ground + 2 floors of the premises is electrified from a Main Switch Board located in the electrical room, and individual distribution boards for power and lighting in the respective floors. The building is also proposed for installation of a passenger lift. The premises has UPS with various capacities located in all the floors whose output is distributed to each floor through separate UPS distribution boards. The Premises of is fully air conditioned by individual split/ window/floor mounted package/ductable air conditioners both single phase and 3 phase type. Illumination of the premises mainly with T5 tubes, fluorescent and LED fixtures. The premises also use ceiling fans and exhaust fans for adequate ventilation. The yard lighting is with LED, Fluorescent, CFL and metal Halide luminaires.

The scope of the work is routine and periodical maintenance of the power delivery, control and protective devices and systems of the above detailed electrical equipments and fixtures so as to ensure their reliable and continuous operation.



## ANNEXURE - 'B'

### Schedule of work:-

1. Daily inspection, operation and testing of the 250KVA DG set.

The 250KVA DG set is to be checked for adequate lube oil level, water level in radiator and any leaks etc. The DG set is to be test run for 15 minutes on load and observed for any abnormalities in speed, sound and temperature. The parameters of the electrical output like V, I, KW etc. to be noted and recorded in the log book.

2. Adequate stock of diesel fuel should be ensured by physical inspection on a daily basis and any replenishment required to be reported to Officer in charge of maintenance for the department.

3. Daily inspection and cleaning of the transformer and HT installations. Cleanliness in the area surrounding the transformer 11 KV panel, DG set, Panel boards, cable trunk trays, machine rooms etc. is to be ensured with the help and co-ordination with the cleaning agency.

4. Periodic maintenance of the panel boards/distribution boards/switch boards/light/fan fittings are to be arranged on Bank Holidays/Saturdays(2<sup>nd</sup> & 4<sup>th</sup>) and a report on the same countersigned by the contractor has to be submitted to Bank Officials at regular intervals.

4. Attending to complaints regarding minor repairs to lights, fans, air conditioners, lift, UPS output wiring etc. as and when it is reported.

5. All minor electrical works including fixing of lights and fans, replacement / repairs to switches, MCBs, fuse carriers, plug and sockets etc. shall be done as part of maintenance work. All consumables for such works will be supplied by the Bank.

6. All main switch boards, sub switch boards and distribution boards to be checked for overheating and any loose connection once in a month.

7. Operation of public addressing system, co-ordination with the AMC contractors of air conditioners, UPS systems, batteries, lifts, DG set ,Solar if any etc. to ensure their regular periodical maintenance.

8. Operation of a 250 KVA DG set during power failures and as warranted by limitations imposed by KSEB. The batteries of the DG set should be maintained to ensure is longevity and reliability of the DG set.

9. **A Daily log book recording all transformer parameters/Solar generation readings, UPS readings, DG running readings, maintenance and repairs carried out is to be maintained for scrutiny by Bank's Officials.**

10. **A register is to be maintained for all periodic preventive maintenance functions carried out on the electrical installations of the Panampilly Nagar building Premises.**

## ANNEXURE - 'C'

### **Schedule of Staff Deployment:-**

The minimum requirement of maintenance staff to be deployed for the work is as under:-

#### **1) Supervisor:- 1 No-Skilled category**

##### **Qualification and experience:-**

Diploma in Electrical Engineering with industrial electrical experience.

##### **Responsibilities:-**

Supervision of all works related to electrical maintenance, staff deployment, repair works, spares procurement, managing operation of DG set, operation & maintenance of water treatment plant including pumps, maintenance of Log book regarding DG operation and repair functions carried out. Attending to electrical and repair maintenance works during his shift period.

##### **Working hours:-**

##### **Shift - A**

S. No.	Schedule of working hours	From	To
1	Monday to Saturday	9:00 AM	5:00 PM
2	Sunday	Weekly off	

#### **2) Electrician:- Nos. 1-Semiskilled Category**

##### **Qualification and Experience:-**

ITI Certified Electrician or Wireman Permit Holder with experience in electrical repairs and maintenance of electrical substation, generator sets, motors and pumps.

##### **Responsibilities:-**

Manual and Technical support to the Supervisor in electrical repair and maintenance functions.

##### **Working hours:**

S. No.	Schedule of working hours	Shift - B	
		From	To
1	Monday to Saturday	12:30 PM	8:30 PM
2	Sunday	Weekly off	

Bank has the discretion to change the shift timing as and when required.

## ANNEXURE - 'D'

### General Terms and Conditions:-

- 1) The Contractor shall be enlisted with SBI Thiruvananthapuram Circle for Operation & Maintenance Category of above Rs.5 Lacs and shall possess valid "B" Grade or "A" Grade license issued by Kerala Electrical Inspectorate. Only persons suitably qualified with relevant experience approved by Electrical Inspectorate should be engaged. Copy of the license shall be engaged.
- 2) Approval of Bank's Officer In Charge/ Engineer shall be obtained before deployment of personnel. Persons found unsuitable by Bank shall be promptly replaced, on-being so advised by Bank's Officer In Charge / Engineer.
- 3) Operation and Maintenance services are required to attend and as mentioned in Annexure - C, on all days except sundays. For services on Sundays and beyond specified working hours on Bank working days, the contractor will be paid @ **Rs.200/- (Excluding GST) per hour per person.**
- 4) **The contractor should take necessary insurance policy to cover his workmen adequately against accidents at site, as required by the labour laws while their working at the premises.**
- 5) Contractor or the Supervisor should take **the necessary steps needed to overcome any emergency situation which interrupts the proper functioning of the 11 KV Sub Stations (11 KV power supply faults, transformer faults, ACB/VCB/OCB problems, faults in DG set, AMF panel etc. at the Bank's premises).** The Supervisor is responsible to arrange all emergency spares and consumables after obtaining administrative sanction from the Bank. He should coordinate the work between the Bank and the KSEB.
- 6) The Contractor has to diarize the timely renewal of lift licenses and has to do all official work/liaisoning work with statutory authorities for getting it renewed in coordination with Bank Officials without any additional claim. All statutory payments made would be reimbursed by the Bank on production of original receipts.
- 7) The contractor or its representative is responsible for all liaison works needed between the Bank and other Government Departments like KSEB, Electrical Inspectorate etc. when required. The Supervisor is responsible to do all official work needed to regulate the electricity consumption charges, enhance the power, renewing lift license etc. He has to directly supervise and monitor the functions of electrical Substation including DG set, AMF panel, Lift and all maintenance and repair works. He shall report all related problems in writing to **Assistant General Manager, SBI RACPC II, Ernakulam.**
- 8) Cost of consumables and spares are not included in the contract. Such items will be issued by the Bank as required and the contractor has to take delivery and convey for use without additional claim. Requirements anticipated shall be indented with the Bank at least one fortnight in advance for arranging supply.

- 9) The contractor agrees to obtain and utilize the spares and consumables supplied by the Bank from time to time and obtain express permission for purchase of spares directly.
- 10) No items are permitted to be taken out from the Bank's premises without written permission from the Assistant General Manager, SBI RACPC II, Ernakulam.
- 11) All tools, meters and instruments required for the maintenance / testing of equipment's and those including safety items (as per Electrical Inspectorate Rules) required for satisfactory execution of the job (Repair and Maintenance) shall be provided by the contractor. The Bank will not be responsible for any accidents that may be caused due to unavailability of the safety gadgets or non-adherence of safe practices.
- 12) Agency should submit the biodata with address proof, qualification and experience certificates of employees deployed by it.
- 13) Subletting the work will not be permitted.
- 14) The contractor shall carry out the works as provided for under IE Rules 2003 and relevant IS specifications. Any temporary deviations should have the prior approval of the Officer in Charge from Bank Side.
- 15) The technicians appointed by the bidder for the operation and maintenance of electrical equipments should be provided with all safety gears such as Safety Shoes, Rubber Gloves etc. and it is the duty of the Bidder to instruct and ensure that the technician complies to all safety measures as per relevant standards while carrying out his duties. The bidder should ensure these during his periodical visits.
- 16) As regards major works like additions and alternations to existing installations, the contractor is to quote separately and carry out the work after getting approval, without disturbing the maintenance personnel during their working hours.
- 17) Minimum Wages Act and other labour laws are applicable to the contractor.
- 18) The monthly retainer fee agreed to by the contractor shall include all salaries, wages, leave, workmen compensation, insurance, income tax and all or any other payments applicable as per Central/State Government Regulations. The Bank shall have no employer-employee relationship with persons deployed by the contractor and the liability of the Bank will be limited to the agreed rates only.
- 19) An agreement is to be executed on a stamp paper along with security deposit of 5% of annual contract value.
- 20) Payment of the monthly retention fee including claim for cost of reimbursement of any spares and consumables supplied directly by the contractor will be made every month on production of bills. Payment will not be made in case of any of the conditions mentioned above are not satisfied. Being a manpower oriented work, staff as mentioned are mandatory or otherwise payment will not be made.

21) Either party has the right to terminate the agreement by giving two months written notice to the other party.

22) The Contractor should undertake that the personnel assigned to Bank's premises are in the actual control of the contractor. If any defect or shortcoming is pointed out in the conduct of the staff or in discharging their functions, the contractor agrees to replace them or suitably advise them on a specific request in this regard made by the Bank.

23) The technician(s) should also have adequate knowledge and skill in operating DG sets, ductable and split AC units, maintenance of LT switches panels and other electrical fixtures including lights and fans and to be ensured by the Bidder.

**24) The contract will be valid for a period of one year, renewable for one more year at the rates quoted for that year in the Price Bid upon mutual agreement between SBI and Contractor.**

### **9.ANNEXURE - 'E'**

**Format of undertaking to be submitted on a stamp paper of Rs. 200/- :-**

- 1) We, the undersigned hereby declare and affirm that we have gone through the terms and conditions mentioned in the tender documents Annexure (A), (B), (C) & (D) and undertake to comply with all the terms and conditions.
- 2) That the monthly rate of Rs. .... (Rupees .....only) + GST quoted by me are valid and binding upon me for the entire period of the contract.
- 3) That we authorize Assistant General Manager, SBI RACPC II,Ernakulam to forfeit the security amount deposited by us in case of any failure to comply with the terms and conditions of the contract to the satisfaction of the Bank's authorities/SBI.
- 4) That we will be in a position to perform the work to the satisfaction of the Bank's authorities/SBI.
- 5) That there is no vigilance / CBI case or court case pending against us / my firm debaring us / my firm to undertake the contract work.
- 6) We have been informed that the Bank/SBI reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 7) We are ready to execute the agreement prescribed by the Bank/SBI in this regard.

S.No.	Items	Details
1	Name & Address of Contractor/ Agency with Telephone No.	
2	PAN	
3	TIN	
4	Bank Name & Branch	
5	A/c No.	
6	Bank IFS Code	

**10.PRICE BID( Offline)**  
**(To be submitted after filling the rates)**

**PRICE BID FOR ANNUAL OPERATION AND MAINTENANCE CONTRACT (O&M) FOR  
THE HT ELECTRICAL INSTALLATION AT SBI PANAMPILLY NAGAR BUILDING,  
ERNAKULAM**

Sl. No.	DESCRIPTION OF ITEM	FIRST YEAR AMOUNT (Rs.) (A)	SECOND YEAR AMOUNT (Rs.) (B)
1	Monthly charges to be paid at the end of every month for deploying all the Man Power as per Annexure 'C'.	Rs. .... + GST	Rs. .... + GST
2	AMC charges per Annum (Monthly charges*12)	Rs. .... + GST	Rs. .... + GST
3	<b>Total Amount for Deciding L-1 Contractor, Quoted for two years.(2 (A)+2(B))</b>		
	<b>Total Amount in Words :</b>		

Note:

- A) **The contract will be valid for a period of one year, renewable for a further period of one year at the rates quoted for second year in the Price Bid on renewal.**
- B) The rate quoted shall be inclusive of all statutory obligations covering minimum wages act including ESI, EPF ,Bonus or any other statutory payment/regulatory requirements.
- C) **In case, the rate quoted by the service provider is less than the Minimum Wages calculated, the tender of the subject service provider shall be summarily rejected / disqualified without assigning any reasons whatsoever. The service provider has to quote the amount considering the variations in the labour wages in the contract period against the Manpower, however the contractor has to disburse the labour payment not below the minimum wages as per the Govt norms as applicable from time to time, GST will be paid extra, as per Government rule .**

- D) Supervisor should be minimum skilled category and Electrician should be minimum Semi skilled category
- E) Operation and Maintenance services are required to attend as mentioned in Annexure - C, on **all days**. For services on Sundays and beyond specified working hours on Bank working days, the contractor will be paid @ Rs. 200/- (Excluding GST) per hour per person.
- F) The amount will be paid on monthly basis at the end of every month on submission of bill. (Monthly payment to the manpower employed by the vendor must be paid either through cheque or by crediting directly in their Bank accounts. **Vendors have to enclose copy of the details of monthly wages payment, EPF, ESI and other statutory component along with monthly bills for payment**)