



STATE BANK OF INDIA

Local Head Office, 4th Floor,
III/1 Pandit Jawaharlal Nehru Marg,
Bhubaneswar- 751001.

Part – I

(Technical Bid)

TENDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF H.T. (HIGH TENSION) SUB-STATION AT LOCAL HEAD OFFICE BUILDING, BHUBANESWAR

Tender No: BHU/P&E/2024-25/43

DATED 04.02.2025

Note: State Bank of India, Bhubaneswar Circle empaneled electrical contractors under H.T. category – HA, HB & HC are only eligible to participate in this tender. Contractor should possess valid digital signature for this e-tender.

TENDER SUBMITTED BY:

NAME :

ADDRESS :

GSTIN NO :

DATE :



NOTICE INVITING TENDERS

State Bank of India, Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar Circle invites E-Tenders for Annual Maintenance Contract (AMC) of HT Sub-Station at Local Head Office Building, Bhubaneswar from Bank's empaneled electrical contractor under HT category – HA, HB & HC.

The other details of the tender are as under:

1.	Name and location of work	Annual Maintenance Contract (AMC) of HT Sub-Station at Local Head Office Building, Bhubaneswar.
2	Eligibility of criteria	Bank's empaneled electrical contractor under HT category – HA, HB & HC of Bhubaneswar Circle.
3	Estimated AMC Cost	Rs.22,71,994.26 + GST (as applicable).
4	Earnest Money Deposit (EMD)	Rs.22,800/- (Rupees Twenty Two Thousand Eight Hundred only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalized /Scheduled Bank Drawn in favour of " State Bank of India " Payable at Bhubaneswar ". <u>EMD shall be reverted/adjusted (with SD) for successful bidder, whose tender is accepted.</u> Those empaneled electrical contractors' under HT category submitted their one time EMD towards HT category HA, HB & HC category, need not to submit the EMD again. However, the copy of the one-time EMD to be submitted in a separate envelope super-scribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected. Note: <u>MSME certificate will not be entertained for exemption of EMD.</u>
5	Availability of Tender document.	<u>From 12:00PM, 04.02.2025 to 02:00PM, 10.02.2025 on Bank's website "https://www.sbi.co.in/portal/web/home/procurement-news" and https://tenderwizard.com/SBIETENDER</u>
6	Security Deposit (SD)	The successful bidder shall pay interest free an amount equivalent to 5% of the Annual Contract Value on acceptance of tender, as Security Deposit, within 15 days of awarding of the contract.
7	Last date, time and place for submission of Online Technical Bid	<p>The eligible empaneled electrical contractor under the Bhubaneswar Circle are required to submit/enclose the scan copies of following document online on or before 2:00pm, Dt.10.02.2025.</p> <ul style="list-style-type: none">➤ Earnest Money Deposit (EMD).➤ Process Compliance form in company letter head duly signed and stamped by authorize representative.➤ Letter of Undertaking in company letter head duly signed and stamped by authorize representative. <p>However, only physical EMD to be submitted on or before last date & time in sealed envelope at our office address mentioned below:</p> <p>The Assistant General Manager State Bank of India Premises & Estate Dept., Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.</p>

		<p><u>Tenders received without any one or more document mentioned above shall be rejected. After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative/proprietor of the firm at the under mentioned office.</u></p>
8	<p>Last date, time and Mode of submission of Online Price Bid</p>	<p>The Price Bid to be uploaded/ submitted online on service provider portal i.e. https://tenderwizard.com/SBIETENDER on or before 2:00pm, Dt.10.02.2025.</p> <p>The bidder (Contractor) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from: <u>e-Tender Service Provider:</u></p> <p><u>Service provider:</u> M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, <u>3rd Stage, 4th Block,</u> Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034</p> <p><u>Help Desk:</u> 9073677150/ 151/ 152/ 9674758506/ 9674758723/ 26/ 033 4604 6611</p> <p>Contact Person: Mr. Kushal Bose / Mr. Biswajit Chakraborty Mobile no. 09674758719 / 09674758723 (On working days-9 hours–18 hours) e-mail:kushal.b@antaressystems.com, biswajit.c@antaressystems.com</p>
9	<p>Date and Time of opening Technical Bid online.</p>	<p>At 02:30 PM on Dt. 10.02.2025</p>
10	<p>Date and Time of opening Price Bid online.</p>	<p>The online Price bid of only technically qualified bidder shall be opened at 3:00 PM on Dt. 10.02.2025 via service provider’s portal.</p>
11	<p>Validity of Offer</p>	<p>3 (three) months from the date of opening of Price-Bid</p>
12	<p>Duration of the AMC.</p>	<p>The AMC will be for one Year and shall be renewed for one more year subject to satisfactory performance of the contractor.</p>
13	<p>Deduction of income tax and GST</p>	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> 1. Contractor should have GST Registration Number 2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision 3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment 4. Contractor should timely file his GST return in accordance with GST

		<p>provisions to enable the Bank to claim the credit of GST paid to the contractor</p> <p>5. The GST Number of State Bank of India for Bhubaneswar is 21AAACS8577K1Z1</p>
14	Terms and Mode of payment	<p>i) No advance is payable.</p> <p>ii) Payment shall be released on monthly basis at the end of month against submission of tax invoice and service report of the maintenance of the HT equipment mentioned in the scope/ schedule of work.</p> <p>iii) Delay in payment of wages to its employee and/ or delay in submission of bills to the Bank will invoke the Penalty clauses as noted in tender.</p> <p>iv) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the SBI. Firm should furnish details of the Bank, A/c No, IFSC code.</p>
15	Contact Person, Phone No of officials	<p>1. AGM (P&E), Ph. No: 0674-2394637</p> <p>2. Shri Tapan Kumar Behera, Manager (Electrical), Ph:9867991919</p> <p>3. Shri Bodduri Veera Pratap, Deputy Manager (Electrical), Ph:9937337964</p>
16	Penalty	<p>The failure to ensure continuous supply of power (electricity) to different section of the equipment due to improper or inappropriate maintenance, contractor shall be fined a sum of Rs.10,000/- per each occasion which shall be deducted from the monthly charges payable by the Bank.</p>

Note:

- In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.
- The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.
- The copies of technical bid document, letter of undertaking, process compliance form and EMD should be submitted online, failing which tender summarily rejected.
- Payments towards the above work shall be made by State Bank of India.
- STATE BANK OF INDIA reserves the right to increase or decrease the quantum of services, manpower to be provided and also reserves the right to reject, cancel or revise or accept any or all the tenders or part of tenders without giving any reasons thereto.
- STATE BANK OF INDIA reserves its rights to accept/reject any/all tender without assigning any reasons whatsoever and to increase or decrease the quantities of any item and contrac-



tor has to execute the same at the rate quoted and no correspondence shall be entertained in this regard.

- Conditional tenders are liable for rejection.
- **Incase of Tie of Bids:** If there is a tie between the bidders, sealed offers (offline) shall be invited from the bidders with an upper threshold limit of the tie price bid value (previously quoted bid value) and the sealed offers shall be opened at our Office by the tender opening committee in presence of the bidders (or their representatives).

**The Assistant General Manager (P&E)
State Bank of India, LHO Bhubaneswar.**



E-TENDERING INSTRUCTIONS TO BIDDERS

General

State Bank of India hereby publish the TENDER on e-tendering Portal (Website) www.tenderwizard.com/SBIETENDER in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e-Tender”. The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from above portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as “Online Offer”. The submission of Online offer duly Encrypted & Digitally signed on above portal should be in prescribed Electronic Forms (Online) available on above portal for respective tender in Online Envelope(s) on or before As per the key Dates mentioned in the Tender Notice in this document and online portal for above tender.

Instructions

1. Tender Bidding Methodology:

Electronically Sealed Bid System – Two Stage - Two Envelopes’, followed by ‘e-Reverse Auction’, if required, after opening of Financial-part.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/SBIETENDER.
(The contractors need to upload scan copy of their valid empanelment letter in the portal otherwise their registration would be cancelled)
3. Create Users and assign roles on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Clarification to Tender Documents on the above portal
7. Bid-Submission on the above portal
8. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal
– Opening of Technical-Part
9. Post-TOE Clarification on the above portal (Optional)
– Respond to SBI’s Post-TOE queries
10. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal
– Opening of Financial-Part (Only for Technical Responsive Bidders)

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender portal www.tenderwizard.com/SBIETENDER, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-a-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Note: After successful submission of Registration details please contact to the Help desk of the portal to get your registration accepted/activated.

Help Desk:

Contact Person: Mr. Kushal Bose / Mr. Biswajit Chakraborty
Mobile no. 09674758719 / 09674758723 (On working days-9 hours–18 hours)
e-mail: kushal.b@antaressystems.com / biswajit.c@antaressystems.com



5. Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) & Cost of Bid Document
- Submission of digitally signed copy of Tender Documents/ Addendum
- Power of Attorney, · Two Envelopes, - Technical-Part, Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

6. Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public/Limited Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public/Limited Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public/Limited Online Tender Opening Event (TOE)'. The portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public/limited tender opening event, during e-tender, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e tender service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of SBI by the bidders in time, then SBI will promptly re-schedule the affected event(s).

7. Minimum Requirements at Bidders end

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack 3 or higher version of Windows like Vista or Window 7. Also need to install Mozilla Fire fox web browser and latest Version of Java.

**For and behalf of
State Bank of India**



2. BUSINESS RULES FOR ONLINE TENDER
TENDER FOR ANNUAL MAINTENANCE CONTRACT OF HT SUB-STATION AT SBI LOCAL
HEAD OFFICE, BHUBANESWAR

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI to conduct ON LINE BIDDING on INTERNET.

1. For the proposed online bidding, already empaneled vendors for the said purpose who fulfill all terms and conditions including deposit of earnest money only shall be eligible to participate.
- 1.0 SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
- 2.0 SBI will inform the vendor in writing in case of online bidding, the details of service provider to enable them to contact and get trained.
- 3.0 Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
- 4.0 Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
- 5.0 Opening of online bids will be conducted on schedule date & time.
- 6.0 At the end of online bidding event, the lowest bidder value will be known on the network.
- 7.0 The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of completion of auction without fail.
- 8.0 Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with SBI as per prevailing procedure.
- 9.0 In case SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.

Business Rule for finalization of the Tender

SBI shall finalize the tendering process of the item through online bidding mode. SBI has made arrangement with M/s Antares Systems Limited (ASL), Bangalore who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized online tendering shall be conducted by SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ASL furnishing the price, the bidder wants to bid online, with a request to ASL to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ASL in a readable / legible form and also the Bidder should simultaneously check up with ASL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by ASL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ASL at the time of receipt of the fax message from the bidders, ASL will not be uploading the prices. It is to be noted that either SBI or ASL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.



2. ASL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Tendering/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.

3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR) per -one- (Unit) of the items.

4. **BID PRICE:** The Bidder has to quote the Total cost to SBI of the items specified inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc.

5. **VALIDITY OF BIDS:** The Bid price shall be firm for a period of three calendar months from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

6. The bidder has to provide a detail break up for his commercial offer in the prescribed format as given by the Bank.

7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not execute the work as per the rates quoted, the earnest money deposited by you with us in this regard shall be forfeited without further reference to you.

8. You shall be assigned a Unique User Name & Password by ASL. You are advised to change the Password after the receipt of initial Password from ASL to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

9. At the end of the online Tendering process, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.

10.0 SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

11.0 SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12.0 Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13.0 You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.

14.0 Successful bidder shall enter into a contract with the Bank to carry out the work as per Bank's standard format.

15. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI's decision on award of Contract shall be final and binding on all the Bidders.
- SBI along with ASL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ASL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ASL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.



- ASL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

- All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event
- All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s Antares Systems Limited (ASL), Bangalore before due date.

After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to M/s Antares Systems Limited (ASL), Bangalore for further proceedings.



Process Compliance Form

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

To

Date:

M/s Antares Systems Limited,
Registered Office at: - #24, Sudha Complex,
3rd Stage, 4th Block,
Bangalore – 560079.
Ph.: - 080-49352000 / 40482000
Fax: - 080-49352034

Sub: Agreement to the Process related Terms and Conditions for the online bidding

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for **ANNUAL MAINTENANCE CONTRACT (AMC) OF HT SUB-STATION AT SBI LOCAL HEAD OFFICE, BHUBANESWAR** vide Tender No. BHU/P&E/2024-25/43 dated 04.02.2025.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the online bidding and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ASL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ASL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either State Bank Group or ASL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ASL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Price Bid and the format as requested by SBI / ASL.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Date:

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization



ARTICLES OF AGREEMENT

(On Non-Judicial Stamp Paper of denomination Rs.100/-)

This AGREEMENT is made at on this day of between SBI, a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and one of the circle office at SBI Local Head Office, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 represented by authorized officer of SBI. (hereinafter called "the Employer") on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at _____ (hereinafter called "the Vendor") represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging an empaneled electrical contractor under SBI, LHO, Bhubaneswar for execution of "**Annual Maintenance Contract (AMC) of HT Sub-Station at SBI Local Head Office Building, Bhubaneswar**".

AND WHEREAS the Employer had called for tenders from empaneled vendors for the proposed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to **Annual Maintenance Contract (AMC) of HT Sub-Station at SBI Local Head Office Building, Bhubaneswar** as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Vendor.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount 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 and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
2. The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
4. The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the STATE BANK OF INDIA.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to **Annual Maintenance Contract (AMC) of HT Sub-Station at SBI Local Head Office Building, Bhubaneswar** in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.



7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 7th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 1 month subject to nevertheless the provisions for extension of time.

9. All payments by the Employer under this Contract will be made by State Bank of India.

10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bhubaneswar and only the Courts in Bhubaneswar shall have jurisdiction to determine the same.

11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF THE EMPLOYER and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

SIGNATURE CLAUSE

FOR AUDITOR/ VENDOR:

SHRI:

NAME:

OFFICE ADDRESS:

WITNESS: (1)

NAME:

ADDRESS:

WITNESS: (2)

NAME:

ADDRESS:

FOR STATE BANK OF INDIA

SHRI: _____

STATE BANK OF INDIA

----- DEPARTMENT.

WITNESS: (1)

NAME:

ADDRESS:

WITNESS: (2)

NAME:

ADDRESS:



INSTRUCTIONS TO THE TENDERERS:

1.0 Name of the Work

E-Tenders are invited for STATE BANK OF INDIA for Annual Maintenance Contract (AMC) of HT Sub-Station at Local Head Office, Bhubaneswar.

1.1 Site and Its Location

The proposed work is to be carried out at SBI LHO BUILDING, BHUBANESWAR.

2.0 Tender Documents

2.1 The work has to be carried out strictly according to the specifications and conditions stipulated in tender consisting the following documents and the most workman like manner,

2.1 (a) Instructions to tenderers

2.1 (b) General Conditions of Contract

2.1 (c) Special Conditions of Contract

2.1 (d) Additional Conditions for Electrical Installation

2.1 (e) Technical Specifications

2.1 (f) Priced Bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- a. Price Bid
- b. Technical Specifications
- c. Additional Conditions for Electrical Installation
- d. Special Conditions of Contract
- e. General Conditions of Contract
- f. Instructions to Tenderers

2.3 Complete set of tender documents including can be downloaded from www.sbi.co.in (link) <Procurement News> or <https://tenderwizard.com/SBIETENDER>

3.0 SITE VISIT

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character, quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc.

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 EARNEST MONEY

4.1 The tenderers are requested to submit the Earnest Money of **Rs.22,800/- (Rupees Twenty Two Thousand Eight Hundred only)** in the form of Demand Draft or Banker's Cheque in favour of "State Bank of India" payable at "Bhubaneswar" drawn on any Scheduled Bank in India. EMD shall be reverted/adjusted (with SD) for successful bidder, whose tender is accepted. Those empaneled electrical contractors' under HT category submitted their one time EMD towards HT category HA, HB & HC category, need not to submit the EMD again. However, a copy of the one-time EMD to be submitted in a separate envelope super-scribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderers will be refunded within 30 days after award of Contract to the successful bidder.

5.0 SECURITY DEPOSIT.

- a) The successful tenderer will have to submit a sum equivalent to 5% of accepted tender value by means of DD or Bankers Cheque drawn in favour of STATE BANK OF INDIA, Bhubaneswar within a period of 15 days from the date of receipt of confirmation regarding acceptance of the tender or work order. The security deposit or retention money shall be interest free.
- b) The security deposit may be refunded 15 days after the end of defects liability period, provided the contractor has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

6.0 ADDITIONAL SECURITY DEPOSIT

- a) Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price.
- b) Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the Bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

7.0 SIGNING OF CONTRACT DOCUMENTS

The successful tenderer shall be bound to implement the contract with STATE BANK OF INDIA by signing an agreement and conditions of contract attached herewith within **15 days** from the receipt of intimation of acceptance of his tender by the STATE BANK OF INDIA. However, the written acceptance of the tender by the STATE BANK OF INDIA will constitute a binding agreement between the STATE BANK OF INDIA and successful tenderer whether such formal agreement is subsequently entered into or not.



8.0 Duration/Completion of Annual Maintenance Contract (AMC): Time is the essence of the contract. **The contract will be for one Year and shall be renewed for one more year subject to satisfactory performance of the contractor.**

9.0 VALIDITY OF TENDER: 3 Months

Tenders shall remain valid and open for acceptance for a period of 3 (Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the STATE BANK OF INDIA without prejudice to any other right or remedy the STATE BANK OF INDIA shall be at liberty to forfeit the EMD.

10.0 LIQUIDATED DAMAGES (NOT APPLICABLE)

~~The liquidated damages shall be 0.5% per week subject to a maximum of 5% of the actual value of work.~~

11.0 RATES AND PRICES

11.1 In case of item rate tender

11.1.1 The tenderers shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities; he will be willing to execute the work.

The amount of each item shall be calculated, and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

11.1.4 In case, any of such contractor(s) (quoted same tender amount during initial bidding or subsequent re-bidding) refuses to submit revised offer, it shall be treated as "withdrawal of tender" by the Contractor before acceptance. The earnest money of such contractors shall be forfeited.

11.1.5 The Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process for the said project.

11.1.6 the rate quoted shall be firm and shall include all costs, allowances etc. except G.S.T, which shall be payable / reimbursed at actuals.

11.1.13 The STATE BANK OF INDIA reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project or get the works done through another contractor at the cost of the accepted tenderer within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

11.1.14 In case it is decided by the STATE BANK OF INDIA to reduce the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation on account of reduction in scope of work. Also, the STATE BANK OF INDIA may consider for increase in scope of similar work in other buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

“**Contract**” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/STATE BANK OF INDIA 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.

1.1.1 ‘**SBI / Bank**’ shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having one of its Circle Office at State Bank of India, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 01 and includes the client’s representatives, successors and assigns.

1.1.2 ‘**The Contractor**’ 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 composing the firm or company and the permitted assignees of such individual or firms of company.

1.1.3 The expression ‘**works**’ or ‘work’ shall mean the permanent or temporary work described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.4 ‘**Engineer**’ shall mean the representative of the STATE BANK OF INDIA/consultant.

1.1.5 ‘**Drawings**’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.6 ‘**Specifications**’ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant “Month” means calendar month.

1.1.7 “**Week**” means seven consecutive days.

1.1.8 “**Day**” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

CLAUSES:

1.0 Total Security Deposit

Total Security deposit comprise of:

- Earnest Money Deposit
- Security Deposit

a) Earnest Money Deposit:

The tenderer shall furnish EMD of **Rs.22,800/- (Rupees Twenty Three Thousand Two Hundred only)** in the form of Demand draft or Bankers cheque drawn in favour of State Bank of India, payable at “Bhubaneswar” on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded within 30 days after the decision to award the contract is taken without interest. The EMD 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 the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) SECURITY DEPOSIT.

- The successful tenderer will have to submit a sum equivalent to 5% of accepted tender value by means of DD or Bankers Cheque drawn in favour of STATE BANK OF INDIA, Bhubaneswar within a period of 15 days from the date of receipt of confirmation regarding acceptance of the tender or work order. The security deposit or retention money shall be interest free.
- The security deposit may be refunded 15 days after the end of defects liability period, provided the contractor has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

1.1 ADDITIONAL SECURITY DEPOSIT

a) Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price.

b) Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the Bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

No interest shall be paid to the amount retained by the Bank as Security Deposit.

2.0 Language Errors, Omissions and Discrepancies

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.



- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the latter shall be adopted.
- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.
- v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

3.0 Scope of Work:

- i) The contract shall arrange for the operation, preventive maintenance and breakdown service at the Establishment. The contractor shall adhere to the schedule as to the time and work to be performed as described more specifically in the Schedule – I & II hereunder. The maintenance procedures and components are not specified here but form a part of procedures are required to be carried out by the contractor and comes under the scope of work.
- ii) Manpower to be deployed all the days of the year for 24hrs (comprising of 3 shifts) for operation, preventive maintenance and breakdown maintenance of electrical installations as mentioned in schedule I & II below. Only licensed and registered technician should attend to H.T. System work.
- iii) **All the tools and tackles, consumable such as CTC, HT coat spray, cotton waste, jelly etc. required for operation and maintenance services should be arranged by the contractor at its own cost and expenses.** Besides, these, the additional tools if any required during the break down shall also be arranged by the contractor at its own cost and expenses. All the materials used for services should be certified ISI mark and or as per the brand names/ others as may be specified by the Bank and materials should be of high quality and to the satisfaction of the Bank and shall be procured from reputed dealers/ shops. The contractor shall arrange for their purchasers on his/her own and shall bear all expenses in connection with such purchaser as per work order.
- iv) The contractor shall be responsible to identify the defects bring it to the notice of the Bank before its replacement. Bank shall reimburse the cost of the material replaced by the contractor. **The contractor shall not claim any labour charges and overhead expenses and profit in this regards.**
- v) The contractor shall also ensure all routine and preventive maintenance services of all electrical equipments installed in the Sub-Station at the establishment and failure of any electrical equipments shall be replaced by him at his own cost, if in the opinion of the Bank, the damage has occurred due to the negligence of the contractor. The decision of the Bank, in this regard, shall be final, conclusive and binding on the contractor and the contractor shall make good the losses at his own cost.
- vi) The contractor shall ascertain the inspection fees from the appropriate authority of the Govt. and collect the same from the Bank and ensure the Timely deposit of the same. The contractor shall also ensure the timely inspection by the Electrical Inspector/Asst. Electrical Inspector. Govt. of India and failure to undertake such inspection as required, the contractor shall be held responsible for compliance of the observation of the Electrical Inspector / Asst. Electrical Inspector and shall be responsible and liable to compensate the loss, if any, to the Bank such failure. The contractor has to liaison with the Electricity dept. for clearance of documents/ com-



pliance to their observations/ annual inspection of Electrical installations and DG set etc. as and when required. No additional payment will be made in this regards except statutory payment to be made to Govt. dept.

- vii) The contractor shall be responsible and liable for the safety of the personal engaged by him and provide all the safety instruments including safety shoes, apron, gloves, discharge Rod and any other equipment required for the purpose at his own cost.
- viii) **Penalty:** The failure to ensure continuous supply of power (electricity) to different section of the equipments, contractor shall be fined **a sum of Rs.10,000/- per each occasion** which shall be deducted from the monthly charges payable by the Bank.
- ix) The contractor shall engage adequate number of persons (medically fit) to fulfil the work assigned. The contractor shall engage competent substitutes to fill up the vacancy due to such absence, leave etc. Who can perform the operation and maintenance services satisfactorily.
- x) The contractor should possess HT license to carry out 33KV Sub-Station maintenance/work.
- xi) The contractor shall strictly comply with all labour and such other statutory laws in relation to be services to be provided and the personnel engaged by the contractor and shall be solely responsible formal acts of the said personnel so enrolled and there shall and will not be any privatize of contract for any purpose and to any intent between the Bank and said Personnel so engaged by the contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of an matter or on any account which may be raised by the said personnel is engaged by the contractor and is shall be the sole responsibility and liability of the contractor to answer all such claims or demands of the said personnel so engaged under any law for the time being in force.
- xii) The contractor shall be responsible for the training, allotment of duties hours of work and timing to the engaged personnel for the purpose. The contractor shall have the right to exercise control, give, and direction and manage the personnel engaged for the purpose.
- xiii) The contractor shall ensure excellent standard of operation and maintenance of HT/LT switchgear and also ensure that the entire equipment are kept cleaning, greasing, testing regularly. The maintenance of the entire control panel installed in the establishment will also have to be done by the contractor.
- xiv) The contractor shall maintain a log book mandatorily, keeping the record of scheduled and unscheduled maintenance done at the premises for several equipment.
- xv) The contractor shall alone bear all taxes, rates charges, levies or claims whatsoever as may be imposed or levied by the state/ central Government or any local body or authority for and in connect with the rendering services except GST which will be paid by Bank.
- xvi) The contractor will be obligated to meet the premises committee once in a month for assessing and monitoring the quality of the service rendered as may be decided by the Bank and for which notice will be given to the contractor either in person or by a written communication, the contractor shall comply with such observation/ feedback made and furnished by the Bank for improvement of the service by him. However the continuance of the contract shall be subject to renewal of plan contract and in case the pursuance is not found to be satisfactory by the Bank for any period under such review the Bank at its discretion, reserve it rights to terminate these presents under due notice to the contractor without incoming any further liability therefore.



- xvii) **The contract will be for one year and shall be renewed one more year subject to satisfactory performance of the contractor.**
- xviii) The contractor undertakes, acceptance and admits absolute and complete responsibility for the service condition claims, damages and other compensations of the personnel enrolled by him 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 of all any claim, suits or prosecution for contravention thereof. The contractor shall indemnify and keep the STATE BANK OF INDIA indemnified from and against all such claims demands, cost, charges, fines, or penalties and compensation etc. if any as aforesaid.
- xix) The contractor will submit the bill for the services rendered, only at the end of each month to the authorized officer who will scrutinize the bill and if found in order certify for payment along with the certificate to the extent that all the equipment supplied by the Bank are well maintained and are in order. The payments as far as possible will be made within FORTNIGHT from the date of certification, subject to the condition that the contractor has cleared/ paid at his dues, viz. labour payments, taxes, levies, etc. as required to be paid/ payable by him under any law for the time being in force.
- xx) **The Bank further reserves rights to delete or reduce any item for sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient services, non-adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.**
- xxi) All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor under the law but not so paid, shall be set off against the bills raised by the contractor and paid to the respective government department or authorities as may be required under law the contractor shall have no claim against the Bank in respect of any or all such payments.
- xxii) **Labour Laws:** the contractor shall be responsible to register himself and obtained valid license under the contract labour (Regulation and Abolition) Act 1970 (Central) and rules there under the contractor must comply with and carry out all provision and obligation under the said act and rules hereunder including renewal of lines and furnish all information to the Bank as may be required by the act/ rules and the contractor shall indemnify the Bank against penalties/ claims or for any default on their part. The contractor also shall follow E.P.F., ESI and obtained necessary permit as required. Statutory/ Regulatory requirements, any dispute regarding such due shall be dealt with and settled by the contractor.
- xxiii) The contractor shall in terms of the provision of section 16, 17 and 18 of the contractor labour (Regulation & abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the competent authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to the other rights and remedies under these presence. The contractor shall be responsible for proper maintenance of all the following registers

- 1) **Preventive Maintenance Register**
- 2) **Staff Attendance Register &**

3) Equipment Breakdown Register

And records and accounts so far this relate to the compliance of any and all statutory provisions/obligations.

- xxiv) In terms of the provision of the aforesaid contract labour (Regulation and Abolition) Act, 1970 Rules 72 and 73 the rules framed hereunder, in case the same are applicable to the contractor, the contractor shall disburse the minimum wages, payable to its personnel only in the presence of the authorized representative of the Bank and shall obtain due satisfaction to that effect from the said authorized representative of the any violation of the aforesaid provision of the law will entail forthwith termination of this contract in addition to such penal consequences as may be attended with under these presents.
- xxv) **Minimum wages:** The contractor shall advise the name of the workmen appointed along with required qualification and copy of valid license to the Bank. The payment to the workmen shall be made as per the Central Government contract labour Act, 1970 as applicable in presence of authorized representative of Bank and entered in register.
- xxvi) The contractor shall bind himself/ executor or administration and shall indemnify and hold harmless the Bank, in respect of this contract, including all claims, damages proceedings, costs, charges/ and/ or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of consequent upon any breach or default on the part of the contractor in respect of violation of any of the provision of laws/acts/rules.
- xxvii) Contractor should submit undertaking that the electricians/ helpers engaged by him to carry out the maintenance work are not employed anywhere in any Govt./PSU/Private/IT organization etc. If it comes to Bank's knowledge that any electrician/helper working under any organization after awarding the contract, Bank will take necessary action as deemed fit up to termination of the contract.
- xxviii) The contractor has to strictly comply the Annual Maintenance schedule and submit the service report to Bank. If the contractor fails to comply, Bank may deduct amount for the same from the maintenance expenses.

SCHEDULE-I

OPERATION & PREVENTIVE MAINTENANCE DETAILS OF EQUIPMENTS FOR H.T. & L.T SWITCHGEAR

INSTALLED AT THE BUILDING

Complete inspection, cleaning, tightening, repairing and measure insulation resistance (IR) value & contact resistance of the following equipment's installed in the LHO Building and maintain logbook & records as per the Bank's direction

HT Panel and Transformer

1. **4 pole structure:** Maintenance of 33kV 4 pole structure, AB switch, HG Fuse, greasing of moving parts, 33KV cable termination and, checking of insulators against crack.
2. **33KV switchgear (3 panels I/C, O/G with Vacuum circuit Breaker (Siemens make):** General cleaning, checking/ cleaning of power and aux. contact, oiling and greasing of moving mechanism, tightening of termination nuts & bolts, checking of closing/ tripping mecha-

nism, measuring insulation resistance of BUS section (ph to ph and ph to earth), insulation test of panel.

3. **Relay panel (GEC Alstom make):** Testing for healthiness of closing, tripping, indication relay protection and metering circuits and mechanism. E/F and O/L protection, daily recording of all meter reading like voltage current, wattage, energy.
4. **2 No's 750kVA dry type Transformer (Kirloskar make):**
 - a) Cleaning of transformer cubicle and winding, painting if required.
 - b) Checking and tightening of links, nuts and bolts and insulators.
 - c) Servicing of all limit switches and inter lock checking.
 - d) Insulation checking of winding by 1000v megger
 - e) Checking of protection circuit
 - f) Daily recording of winding temperature etc.
5. **LT switchgear** (Main Panel)
 - a) Complete inspection, cleaning & tightening repairing & maintenance of bushings, CTS, PTS, space heater, bus bar chamber, cable chamber, breaker chamber.
 - b) Maintenance of circuit breakers and modules
 - c) Servicing of all limit switches
 - d) Testing of all relays
 - e) Calibration of all meters, transducers
 - f) Scheme and interlock testing
 - g) Push bottom switch
 - h) Rack in & out of breakers as and when required
 - i) Hourly recording of meter reading like voltage, current, power factor, energy etc.
 - j) Supervision/testing of healthiness of closing/ tripping indication, relay protection & metering circuit and mechanism.
 - k) **APFC PANEL, AMF PANEL, BATTERY CHARGER PANEL:** Over all cleaning of panel, checking of tightness of all connections, checking and testing of healthiness of contactors, checking of capacitor against failure, checking of healthiness of relays and control circuit. Servicing of Batteries.

6. **380 KVA Diesel Generator (DG) Set:**

Complete preventive maintenance of DG set which includes regular general checkup such as checking of coolant level, oil level, fuel system and starting system etc. to be carried out. Servicing to be carried out through OEM or authorized dealer of supplier

NOTE: Maintenance of HT equipment such as VCB, transformers, Relays, ACB to be carried out preferably by OEM or authorized representative of manufacturers of the said equipment.

SCHEDULE-II

1) OPERATION & MAINTENANCE OF HT/LT (ELECTRICAL INSTALLATION) IN THE CONTROL ROOM AT LHO BUILDING AND ANNUAL MAINTENANCE SCHEDULE

Sl. No.	Name of the establishment	Contingent of staff
1	LHO Building	Electrician – 3 (one in each shift duty)
		Helper – 3 (one in each shift duty)

2) Requisite Qualification/ Experience of Manpower:

Sl. No.	Category of Manpower Engaged	Requisite Qualification	Requisite Experience
1	Electrician (Skilled)	ITI (Electrical Trade) with valid Electrical Workmen License.	ITI with Minimum 3(Three) years' relevant experience in Electrical Operation & Maintenance in 33KV (or above) Switchyard and allied equipment etc.
2	Helper (Unskilled)	Minimum Class 8 pass	Minimum Two years' work experience in Electrical systems

3) Registers to be maintained by the Contractor

- i) Register -1: Preventive Maintenance Register
- ii) Register -2: Equipment Breakdown Register
- iii) Register -3: Staff Attendance Register

4) Duty hours: The duty hours of operation & maintenance shall be as under:

- i) A shift – from 06 to 14 hrs.
- ii) B shift – from 14 to 22 hrs.
- iii) C shift – from 22 to 06 hrs.

Bank may stagger the duty hours at its discretion.

5) Annual Maintenance Schedule:

Sl. No.	Description of equipment	Frequency of maintenance
1	750kVA Transformer (2 nos.)	Once in an year
2	33kV VCBs(3nos) (I/c -1, O/G-2)	
3	380kVA DG set (Greaves)	
4	AMF Panel of DG set and Battery Changer	
5	APFC Panel	
6	33KV 4 Pole structure and its switchyard	
7	LT Breakers / Modules	

Note:

- i) Before due date of maintenance, the contractor should take prior permission of the Bank, for necessary shut down required to be taken for the same purpose.



- ii) After maintenance work done, the contractor must have to maintain a log book noting the date time and details of the work done.
- iii) In case of overhauling of Sub-Station or any type of maintenance work, if required, the contractor may advise the same to the Bank.

6.0 (i) Letter of Acceptance

Within the validity period of the tender the STATE BANK OF INDIA shall issue a letter of acceptance either directly or through the architect by registered post/e-mail/speed post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the STATE BANK OF INDIA and the contractor.

ii) Contract Agreement

On receipt of intimation of the acceptance of tender from the STATE BANK OF INDIA the successful tenderer shall be bound to implement the contract and within fifteen days thereof, he shall sign an agreement in a non-judicial stamp paper of appropriate value (as per the Article of Agreement format earlier given in this document) with STATE BANK OF INDIA.

7.0 Ownership of drawings

All drawings, specifications and copies thereof furnished by the STATE BANK OF INDIA., through its architect/ consultants are the properties of the STATE BANK OF INDIA. They are not to be used on other work.

8.0 Detailed instructions

The work shall be executed in conformity therewith and the contractor shall prepare a detailed programme schedule (i.e. BAR/PERT Chart) indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the STATE BANK OF INDIA.

9.0 Copies of Agreement

Two copies of agreement/ tender document duly signed by both the parties, one copy shall be handed over to the contractor and one copy shall be for the use or record of STATE BANK OF INDIA.

10.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees/workers and shall not employ on the work any unfit person/worker or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the STATE BANK OF INDIA, contractor shall be removed from the site immediately.

11.0 Permits, Laws and Regulations

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws/ labour laws, and ordinances rules, applicable to the contractor. If the contractor performs any act which is



against the law, rules and regulations, contractor shall meet all the costs arising there from and shall indemnify the STATE BANK OF INDIA any legal actions arising there from.

12.0 Protection of works and property

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and relevant building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 25.0 at his own cost. The policy may be taken in joint names of the contractors and the STATE BANK OF INDIA and the original policy may be lodged with the STATE BANK OF INDIA.

13.0 Assignment and subletting the work

The whole of work included in the contract shall be executed by the contractor and shall not directly entrust and engage or indirectly transfer or assign or underlet the contract or any part or share thereof or interest therein without the written consent of the STATE BANK OF INDIA.

14.0 Obtaining Information related to execution of work

No claim by the contractor 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 nor 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 fulfilment of contract.

15.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the STATE BANK OF INDIA may consider necessary until the expiry of the defects liability period, stated hereto.

16.0 Insurance of Works

16.1 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the STATE BANK OF INDIA against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of STATE BANK OF INDIA to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.



d) Injuries or damage to persons or property resulting from any act or neglect of the STATE BANK OF INDIA , their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the STATE BANK OF INDIA , their employees, or agents or other employees, or agents or other contractors for the damage or injury.

16.2 Contractor to indemnify STATE BANK OF INDIA

The contractor shall indemnify the STATE BANK OF INDIA against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 16.1 of this clause.

16.3 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the STATE BANK OF INDIA against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against STATE BANK OF INDIA in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the STATE BANK OF INDIA if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the STATE BANK OF INDIA in this behalf.

16.4 Third Party Insurance

16.4.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 16 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the STATE BANK OF INDIA, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 16 thereof.

16.4.2 Minimum Amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the STATE BANK OF INDIA which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the STATE BANK OF INDIA the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for damage of physical property/injury or death of the workmen is Rs.10.0 Lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

16.5 Accident or Injury to Workmen

16.5.1 The STATE BANK OF INDIA shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the STATE BANK OF INDIA or their agents, or employees. The contractor shall indemnify and keep indemnified STATE BANK OF INDIA against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

16.5.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the STATE BANK OF INDIA during the whole of the time any person employed by him on the works and shall, when required, produce to the Bank such policy of insurance and receipt for payment of the current premium.

16.5.3 Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the other rights of the STATE BANK OF INDIA against contractors, in respect of such default, the SBI shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

17.0 Commencement of Works

The date of commencement of the work will be reckoned as the recorded date of handing over site by the STATE BANK OF INDIA or within **7 days** from the date of receipt of Letter of Acceptance from STATE BANK OF INDIA, whichever is later.

17.1 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 12 months. If required in the contract or as directed by the STATE BANK OF INDIA, the contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

18.0 Suspension of work

The contractor shall, on receipt of the order in writing of the STATE BANK OF INDIA (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as STATE BANK OF INDIA may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a. On account of any default on the part of the contractor, or
- b. For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c. For safety of the works or part thereof.

19.0 Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the STATE BANK OF INDIA that the contractor is able to carry out and fulfil the contract, and to give security therefore if so required by the Bank.

Or if the contractor (whether an individual firm or incorporated company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the STATE BANK OF INDIA.

20.0 Certificate of Payment

Payment will be made as per terms mentioned in the NIT.

- The prices in the Price Schedule shall be exclusive of GST or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- The STATE BANK OF INDIA shall make all endeavor to make payments within 20-30 days from the date of the receipt of the invoice, to the Contractor.
- All payments shall be made in Indian Currency by means of an Account Payee Cheque/ RTGS/ NEFT only.
- STATE BANK OF INDIA shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. STATE BANK OF INDIA shall provide a certificate certifying the deduction so made.
- No payment shall be made in advance nor will any loan from any Bank or financial institution be recommended on the basis of the order of award of work.

21.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or 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 the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the Vendor 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 authorized person of SBI or in case the Vendor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Vendor shall forthwith give notice in writing of his claim, or dispute to the AGM (P&E), LHO Bhubaneswar, 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 Vendor shall not be entitled to raise any claim nor shall the SBI be in any way liable in respect of any claim by the Vendor unless notice of such claim shall have been given by the Vendor to the AGM (P&E), LHO Bhubaneswar, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the AGM (P&E), LHO Bhubaneswar, in writing in the manner and within the time aforesaid.
- ii) The AGM (P&E), LHO Bhubaneswar, shall give his decision in writing on the claims notified by the Vendor. The Vendor may within 30 days of the receipt of the decision of the AGM (P&E), submit his claims to the conciliating authority for conciliation along with all details and copies of correspondence exchanged between him and the SBI.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the Vendor shall, within a period of 30 days of termination thereof shall give a notice to the concerned DGM & CDO, LHO Bhubaneswar for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Vendor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Vendor as aforesaid and all claims of the SBI shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager, LHO Bhubaneswar and who will be an officer not less than the rank of Deputy General Manager. 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 Chief General Manager, LHO Bhubaneswar of the SBI, such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.
- v) 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.



- vi) It is also a term of this contract that no person other than a person appointed by such Chief General Manager, LHO Bhubaneswar of the SBI as aforesaid should act as arbitrator.
- vii) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or re-enactment thereof and the rules made there under.

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 statement 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 Cost of the reference and of the award 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.

22.0 Power supply

The contractor shall make his own arrangements for power and supply/distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost

Of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approvals from the appropriate authorities, if required.

23.0 Treasure Trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of Bank and shall be handed over to the STATE BANK OF INDIA immediately.

24.0 Maintenance of Registers

The contractor shall maintain registers at site of AMC work and should produce the same for inspection of STATE BANK OF INDIA whenever desired. The contractor shall also maintain the records/registers as required by the local authorities/Government from time to time.

25.0 Force Majeure

a. Neither Vendor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

b. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

c. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the



respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

d. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

26.0 Local Laws, Acts, Regulations

The Vendor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The Vendor 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
- ix. Shop and Establishment Act
- x. Any other Act or enactment relating thereto and rules framed there under from time to time.

27.0 SAFETY CODE:

SAFETY MEASURES AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1-Meter-high above the floor or platform



of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
11. Before any demolition work is commenced and also during the process of the work: -
 - a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;
 - b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
 - d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Vendor should take adequate steps to ensure proper use of equipment by those concerned.
 - e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
 - g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
 - h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- i) When workers are employed in sewers and manholes, which are in use, the Vendor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.
12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions: -
- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
- e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
- g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers/workmen should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

28.0 Termination of the contract

If the contractor/firm fails to perform any of its obligations under this agreement and if SBI is dissatisfied with the services of the contractor/firm, SBI may terminate the services of the firm after serving a notice period of one month to windup without prejudice to other clauses of the agreement.

29.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Bank. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

Signature of contractor with Seal



LETTER OF UNDERTAKING

To,

The Assistant General Manager (P&E),
State Bank of India,
Local Head Office,
III/1 Pt. J. N. Marg,
Kharvel Nagar,
Bhubaneswar – 751001.

Dear Sir,

ANNUAL MAINTENANCE CONTRACT (AMC) OF H.T. SUB-STATION AT LOCAL HEAD OFFICE BUILDING, BHUBANESWAR VIDE TENDER No. BHU/P&E/2024-25/43 DATED 04.02.2025

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

MEMORANDUM

(a)	Description of work	Annual Maintenance Contract (AMC) of HT Sub-Station at SBI Local Head Office Building, Bhubaneswar
(b)	Earnest Money Deposit (EMD)	Rs.22,800/- (Rupees Twenty Two Thousand Eight Hundred only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalized /Scheduled Bank Drawn in favour of " State Bank of India " Payable at Bhubaneswar ". <u>EMD shall be reverted/adjusted (with SD) for successful bidder, whose tender is accepted.</u> Those empaneled electrical contractors' under HT category submitted their one time EMD towards HT category HA, HB & HC category, need not to submit the EMD again. However, the copy of the one-time EMD to be submitted in a separate envelope super-scribing "One Time EMD". Without EMD/one time EMD, the tender will be rejected.
(c)	Duration of AMC	The AMC will be for one Year and shall be renewed for one more year subject to satisfactory performance of the contractor.

- i) I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said conditions.
- ii) I/we have deposited Demand Draft/Banker's Cheque for a sum of **Rs.22,800/-** (Rupees Twenty Two Thousand Eight Hundred only) as Earnest money deposit in favour of "**State**



Bank of India” payable at **“Bhubaneswar”**. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI.

- iii) We understand that as per terms of this tender, the STATE BANK OF INDIA may consider accepting our tender in part or whole or may entrust the **Annual Maintenance Contract (AMC) OF HT Sub-Station at SBI Local Head Office Building, Bhubaneswar**. We, therefore, undertake that we shall not raise any claim/compensation in the eventuality of Bank deciding to drop any item/equipment from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation.
- iv) As when ask by the STATE BANK OF INDIA, I/we shall submit the supporting technical data sheet, specification and make of the items as per the BOQ.
- v) We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period.
- vi) I/we hereby, also undertake that, the electricians and helpers engaged by me/us to carry out the maintenance work are not employed anywhere in any Govt./PSU/Private/IT organization etc. If it comes to Bank’s knowledge that any electrician or helper working under any organization after awarding the contract, Bank may take necessary action as deemed fit up to termination of the contract.

Yours faithfully,

Signature of contractor
With Seal



TOOLS & TACKLES

The contractor shall maintain the following tools & tackles in healthy condition through the period of Contract.

SL No.	ITEM
1.	Line tester – 1 No. each for each technician/operator
2.	Test lamps with 2x200W lamps in series - 1 No. each for each technician/operator
3.	Test lamp with 2 nos. spare 60W B/C lamps - 1 no. each for each technician/operator
4.	Drill machine with bits
5.	Power operated hand blower
6.	Insulated combination pliers 150mm, 250mm -1 no. each for each technician/operator
7.	Nose pliers - 1 no. each for each technician/operator
8.	Dry cell torch - 1 no. each for each technician/operator
9.	Ring Spanner for 4 mm – 36 mm
10.	Ring spanner (slugging) 36 mm- 75 mm in between sizes.
11.	DE spanner 4 mm – 36 mm.
12.	DE spanner (slugging) 36 mm- 75 mm in between sizes.
13.	Slide Wrench 8” – 12”
14.	Screw driver 6” – 12”
15.	Nut Driver 4mm – 10 mm
16.	Allen Key set
17.	Megger 500V (Hand driven) and 1kV (Hand driven) of reputed make.
18.	Earth Tester
19.	Digital multi-meter – 2 Nos. (3.5digit precision multi-meter of Fluke/ Yokogawa/ Rishabh make).
20.	Clamp on Meter for current measurement- 2 Nos (one micro to 2 A range & one upto 1000A range)
21.	Wire Brush for cleaning, Hacksaw frame and blades.
22.	Hand lamps and lamp sets for temporary lighting.
23.	Earthing rod
24.	Crimping machine/Tools for cables and conductors (upto35 sq.mm. size).
25.	Blow Lamp
26.	Soldering Iron
27.	Power extension Board
31.	Air blower
32.	Hot Air Blower
33.	Industrial Vacuum Cleaner
34.	Any other tool not mentioned specifically but required for satisfactory execution of the job.
Following T&P (in healthy condition) are to be arranged on requirement on urgent basis within 48 hours of instruction received from EIC :	
1	Oil Filtration machine (Portable)
2	Scaffolding materials, Empty Oil Drums

GENERAL CONSUMABLE ITEMS TO BE MAINTAINED BY THE CONTRACTOR

Sl. No.	Description
1.	Torch cell
2.	PVC insulating tape (Steel Grip)
3.	Teflon tape
4.	HT tape, Ampere tape, PVC tape
5.	Soap & Cleaning powder
6.	Hacksaw Blades
7.	Test/hand lamps
8.	Different type of wooden/machine/Allen Screws (MS/SS/GI/Brass), Washer, Nuts etc.
9.	All GI/SS bolts, nuts of required grade(5.6/8.8 etc.), washer, spring washer, split pin etc.
10	Cotton waste
11	Markin cloth
12	Jute
13	Emery Paper
14	Petrol
15	Rustolene
16	M-seal
17	CTC/CRC
18	Diesel
19	Lubricating Oil, Grease etc.
20	Kerosene oil
21	Electric contact cleaner (Both on-line and off-line cleaner of reputed make – to be approved by the EIC)
22	Electrical contact grease (of reputed make – to be approved by the EIC)
23	Aluminium/Copper Lugs up to 35mm ²
24	Socketing Paste
25	Solder, Paste, Cleaning material.
26	Bearing Retainer
27	Gasket sheet up to 3 mm thickness
28	TB up to 16 mm ²