



PREMISES & ESTATE DEPARTMENT, LHO MUMBAI

3RD FLOOR, SYNERGY BUILDING, G- BLOCK,
BANDRA KURLA COMPLEX, MUMBAI-400 051

TENDER ID: MUM20240702

**ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL INSTALLATIONS (HT/LT),
OPERATION OF ELECTRICAL INSTALLATION, DIESEL GENERATOR & MOTOR/PUMP
REPAIRING & OPERATION AMC AT STATE BANK OF INDIA, LOCAL HEAD OFFICE AND
ANNEX BUILDING, SYNERGY, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI FROM
01.08.2024 TO 31.07.2025.**

PART – A: TECHNICAL BID

TENDER SUBMITTED BY: : _____

ADDRESS : _____

DATE : _____



TENDER NOTICE

NAME OF WORK: ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL INSTALLATIONS (HT/LT), OPERATION OF ELECTRICAL INSTALLATION, DG OPERATION & MOTOR/PUMP REPAIRING AMC AT STATE BANK OF INDIA, LOCAL HEAD OFFICE AND ANNEX BUILDING, SYNERGY, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI FROM 01.08.2024 TO 31.07.2025

Online tenders on prescribed Bill of Quantity are invited by SBI for the above work **from the empanelled electrical contractors of SBI under Category-works for Rs.50 Lakhs and above** .The details are as under: -

1	Name of the Work	TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL INSTALLATIONS (HT/LT), OPERATION OF ELECTRICAL INSTALLATION, DG OPERATION & MOTOR/PUMP REPAIRING & OPERATION AMC AT STATE BANK OF INDIA, LOCAL HEAD OFFICE AND ANNEX BUILDING, SYNERGY, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI FROM 01.08.2024 TO 31.07.2025
2	Nature of Work	Electrical Maintenance Contract.
3	Contract period	Initially for the period of 1 year from the date of written work order issued by the SBI which may be renewed for next three year subject to satisfactory performance on same terms and condition with minimum wage.
4	Earnest Money Deposit	Rs. 55,000/-
5	Security Deposit	2 % of the Value of work including EMD
6	Date of issue of tender documents (Technical Bid & Price Bid) form Bank's website. www.sbi.co.in under procurement news	11.07.2024 to 23.07.2024
7	Pre Bid meeting	On 18.07.2024 at 3.00 P.M. at the Office Asstt. General Manager (P&E), SBI, Local Head Office,3rd floor,C-6,G-Block Synergy Building, Bandra- Kurla Complex, Bandra (East), Mumbai-400 051



8	Last date & time for submission of Technical & Price bid along with EMD	23.07.2024 at 3.00 p.m. To be submitted online on e-tender portal https://etender.sbi/SBI/ Note: It is sole responsibility of the bidder to ensure online submission of Tech bid All Pages along with sign and stamp and offline submission of EMD by stipulated date and time at specified address failing which they will be disqualify.
9	Address at which the EMD & Technical bid (hard copy) has to be submitted.	Asstt. General Manager (P&E), SBI, Local Head Office,3rd floor,C-6,G-Block Synergy Building, Bandra- Kurla Complex, Bandra (East), Mumbai-400 051.
10	Last date & time for submission of online price bid.	23.07.2024 at 3.30 p.m. Through online e-tendering process hosted by E Procurement Technologies Website: https://etender/SBI
11	Validity of the offer	90 days from opening of online bid.
12	Payment	On monthly basis by SBI, LHO, Mumbai

Contractors are advised to quote on line on the site <https://etender/SBI> their price bid by the stipulated time & date.

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.

Payments towards the above work shall be made by SBI.

SBI has the right to accept / reject any or all tenders without assigning any reasons.

Yours faithfully,

Assistant General Manger (P&E)



FORM TENDER

To,
The Assistant General Manger (P&E)
LHO Mumbai Metro, State Bank of India,
3rd Floor, Synergy Building,
Bandra Kurla Complex,
Mumbai - 51.

Dear Sir,
Having examined the scope of work and schedule of quantities 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 as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the amount mentioned in the attached Schedule of Quantities and in accordance in all respects with the scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

E-tender for annual maintenance contract (AMC)for electrical installations (HT/LT) and operation of electrical installation, pump & motors at State Bank Of India, Local Head Office and Annex Building, Bandra-Kurla Complex, Bandra (E), Mumbai from 01.08.2024 to 31.07.2025

Earnest Money : Rs -----Rupees -----Only
Security Deposit : 5% of the annual contract value including EMD

1) I / We have deposited a sum of Rs -----/- (Rupees -----
-- only) of the total tender amount as Earnest Money with the SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI,

2) Our Bankers are :

- i)
- ii)

The names of partners of our firm are:



i)

ii)

Name of the partner of the firm

Authorised to sign

Or

(Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

SAMPLE BUISNESS RULE DOCUMENT

E-TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL INSTALLATIONS (HT/LT), OPERATION OF ELECTRICAL INSTALLATION, DG OPERATION & MOTOR/PUMP OPERATION & REPAIRING AMC AT STATE BANK OF INDIA, LOCAL HEAD OFFICE AND ANNEX BUILDING, SYNERGY, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI FROM 01.08.2024 to 31.07.2025

(A) Business rules for E-tendering:

Against this Enquiry for the subject item/system with detailed scope of work as per our specification, SBI may resort to "E-TENDERING PROCEDURE" i.e. ON-LINE BIDDING on INTERNET.

1. For the proposed e-tendering, only empanelled vendors with SBI in respective category shall be eligible to participate.
2. 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.
3. SBI will inform the vendor in writing in case e-tendering, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of E-tendering. Without this the vendor will not be eligible to participate in the event.



6. E-tendering will be conducted on schedule date & time.
7. At the end of E-tendering event, the lowest bidder value will be known on the network.
8. The lowest bidder has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of E-tendering without fail.
9. In case SBI decides not to go for E-tendering 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.
- 10. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode. SBI has made arrangement with M/s.e-Procurement Technologies Limited, Ahmedabad (EPTL) 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 E-tendering shall be conducted by SBI through EPTL, 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. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back -up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of vendors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.
2. EPTL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI on behalf of SBI or their appointed Bank's Engineer/Architects.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.



6. At the end of the E-tendering, bidder has to provide the price confirmation on letter & a detail break up for his lowest offer within 24 hour of closing of E-tendering.
7. Procedure of E-tendering:
 - i. **Online E-tendering:**

Online e-tendering is open to all the participating bidders from the SBI. Any bidder can bid, in the online e-tendering.

The, vendors are advised not to wait till the last minute to upload the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
8. Successful vendor shall be required to submit the final prices, quoted during the exactly in the format issued by SBI/Service provider after the completion of E-tendering to SBI., duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of E-tendering.
9. If no bid is received within the specified date & time, SBI, at its discretion, may decide to / scrap the e-tendering process / proceed with conventional mode of tendering.
10. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by EPTL. The Bidders are requested to change the Password after the receipt of initial Password from EPTL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
11. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to supply as mentioned above at the quoted bid price. In case the Bidder backs out and not supply as per the rates quoted, SBI shall take action as deemed necessary
12. At the end of the E-tendering, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
13. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
14. SBI/EPTL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
15. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
16. Bidders are required to submit their acceptance to the terms / conditions / modality (Technical bid) given above before participating in the e-tendering.



17. E-TENDERING WINNER: At the end of the E-tendering, SBI will evaluate all the bids submitted and will decide upon the winner.

18. 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 EPTL can decide to extend, reschedule or cancel any E-tendering.
- EPTL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- EPTL is not responsible for any damages, including damages that result from, but are not limited to negligence. EPTL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

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

(C) ANNEXURE- I - The List of Items to be procured along with the Bill of Quantities and the E-tendering Start date & Time and Close date & Time is as follows



Item	Quantity	Opening date & Time	Closing Date & Time
A. E-TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL INSTALLATIONS (HT/LT), OPERATION OF ELECTRICAL INSTALLATION, DG OPERATION & MOTOR/PUMP OPERATION & REPAIRING AMC AT STATE BANK OF INDIA, LOCAL HEAD OFFICE AND ANNEX BUILDING, SYNERGY, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI FROM 01.08.2024 to 31.07.2025			

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,

E Procurement Technologies AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL INSTALLATIONS (HT/LT), OPERATION OF ELECTRICAL INSTALLATION, DG OPERATION & MOTOR/PUMP OPERATTION & REPAIRING AMC AT STATE BANK OF INDIA, LOCAL HEAD OFFICE AND ANNEX BUILDING, SYNERGY, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI FROM 01.08.2024 to 31.07.2025

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document

This letter is to confirm that:

The undersigned is authorized representative of the company.

- 1) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 2) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.



3) We confirm that SBI and EPTL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.

4) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

E) PRICE CONFIRMATION LETTER (ANNEXURE III)

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

To,

E Procurement Technologies

E-TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL INSTALLATIONS (HT/LT), OPERATION OF ELECTRICAL INSTALLATION, DG OPERATION & MOTOR/PUMP REPAIRING AMC AT STATE BANK OF INDIA, LOCAL HEAD OFFICE AND ANNEX BUILDING, SYNERGY, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI FROM 01.08.2024 to 31.07.2025

E-tendering Date:

Dear Sir,

We confirm that we have quoted.

------(Rs. -----)

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:



(F) PRICE BREAK UP (ANNEXURE IV)

**Price Break up Separate sheet attached
As per tender document**

(G) Contact Information

M/s. e-Procurement Technologies Limited, Ahmedabad (EPTL)	SBI
<p>i. Geeta Gautam – 079-68136814, 7990334460 geeta@auctiontiger.net</p> <p>ii. Sujith - 7940270579, sujith@eptl.in</p> <p>iii. Pooja Shah – 9328931942, pooja.shah@eptl.in</p> <p>iv. Khushboo Mehta – 9510813528, 9081000427, Khushboo.mehta@eptl.in</p> <p>v. Other Contact details: +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566</p> <p>e-mail: etender.support@sbi.co.in</p>	<p>The AGM (P&E), LHO Mumbai Metro, State Bank of India, 3rdFloor, Synergy Building, Bandra Kurla Complex, Mumbai - 51.</p> <p>Officer Name : R K Sinha Department : Dy Manager (Ele) Contact No : 9158002461 E-mail : ramkishan.sinha@sbi.co.in</p>



ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper)

**AGREEMENT FOR ELECTRICAL CONTRACT FOR STATE BANK OF INDIA, MUMBAI:-
LOCAL HEAD OFFICE MUMBAI**

THIS AGREEMENT made on _____ day of _____, 2021 BETWEEN STATE BANK OF INDIA Incorporated under the State Bank of India Act, 1955, having its Local Head Office at Bandra Kurla Complex, Bandra(East),Mumbai (hereinafter called 'the Bank', and which expression shall include its successors and assigns) & M/s. _____ having office at _____

_____ Mumbai. (hereinafter called 'the contractor' which expression shall unless it be repugnant to the context or meaning thereof mean and include his successors, legal representatives, administrators and assigns).

WHEREAS the Bank had tendered for annual maintenance contract of its electrical installations at Synergy, local Head Office, situated at Bandra Kurla Complex, Bandra(East), Mumbai (hereinafter referred to as "building premises").

AND WHEREAS the Contractor has agreed to accept the contract on terms and conditions hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-

1. That this agreement shall be effective from and shall initially be for a period of one year commencing from 01.08.2024 to 31.07.2025. The agreement may be renewed for further two annual periods, unless the parties decide otherwise; the renewals will take place by the Bank, giving notice in writing of its intentions to renew this agreement at least 3 months in advance at the recorded address of the contractor.
2. That the charges payable by the Bank to the Contractor for carrying out maintenance work are indicated below and unless provided for elsewhere no additional charges will be claimed and be payable to the contractor.
Charges: Per annum Rs. _____ /-(Rupees _____ only), payable quarterly basis of service.
3. That the works to be performed by the contractor have been mentioned in the clauses hereinafter.
4. That during the term of this agreement, the contractor agrees to maintain the electrical installations in the said building premises in good working order for this purpose will provide the following including the scope of work mentioned hereunder. The Contractor shall also carry out the repairs / maintenance on holidays as well as on Sundays. That the contractor shall correct the faults and failures in the electrical installations as per the under mentioned scope of work, brought to his notice by the Bank, within a period of 24 hours on so being informed.

5. Brief scope of work and general terms & conditions: -



- (a) The contractors' personnel shall check-up the electrical installation and correct the faults such as loose connections, gland leakage, etc. They shall also carry out oiling and greasing wherever necessary at the contractor's cost.
- (b) The contractor's personnel shall keep a watch for overheating of wires, cables, fuse bases or such other electrical / mechanical parts in the common areas, substation, and meter room. Pump room etc. and take corrective action wherever possible; otherwise report the problem through the contractor to the Bank/bank's engineer/ official.
- (c) The contractor's personnel shall clean the electrical installation to keep them in spic and span condition, every day.
- (d) If any repair is carried out, the waste created during such repairs, like cartons, boxes, broken pieces of wires, tapes, and such other material etc, shall be immediately removed out of site by the contractor as it creates a fire hazard. The Bank's saleable scrapped materials shall be kept by contractor in the place designated for it by the Bank.
- (e) Periodical brooming & sweeping of panel/meter rooms, electric shaft at various floors and pump room shall be arranged by the contractor at his cost.
- (f) All the external lights such as area lights, garden lights, and common area lights, pump room lights, (as also all internal lights / office lights etc. shall be cleaned once in two months by the contractor's personnel. However, if any such light is too dirty so that lights is restricted or filled with insects, then it shall be cleaned by the contractor's personnel immediately, whether falling in two-month schedule or not and defect noticed, if any, rectified to prevent entry of dirt, insects, etc.
- (g) The contractor shall also arrange to clean once in a year the main L.T. Panels, DBs. and check for any loose connections, damage to fuses, fuse bases, MCBs, SFUs, etc. and rectify the same. The Bank shall be consulted in case any part is to be replaced.
- (h) The contractor shall arrange to attend the complaints such as fused bulbs, tubes, fuses, damaged MCB, sockets, wiring, switches, connections, geysers etc. in common areas and office areas. The bills for parts replaced shall be submitted to the Bank once a month along with acknowledgement of having done the work from estate-in-charge (in case of office premises), security personnel etc.
- (i) The contractor's personnel shall work in close co-operation with other agencies such as maintenance contractors for lifts, air conditioners, plumbing, gardening, civil repairing, carpentry etc. Also, while dealing with the Bank's employees the contractor's personnel shall be courteous in their behaviour and maintain cordial relations.
- (j) The contractor's personnel shall take all monsoons and other seasonal precautions, to protect the electrical installation. In case any expense is involved in such precautions, the Bank shall be consulted beforehand.
- (k) The contractor shall co-operate with the electric / water supply authorities, electrical inspector, municipal inspectors, and attend their inspections and liaise with them in case of defective meters, rectification of bills etc. In particular, the contractor shall ensure that earthing to the electrical installation is proper.
- (l) The Bank has provided electrical gadgets/appliances to various Dept. at Local Head Office, Synergy, Mumbai. On receiving complaints about these appliances/gadgets, the electrician



of the contractor shall check-up and correct simple faults like loose connections, thermostat setting, etc., in order to rectify the fault in the gadget/appliance. However, if it is not possible to rectify, the electrician should bring the same to the notice of the bank's engineer/officer. And same has to be installed within 2-3 days after repairmen.

- (m) The contractor's electrician should be able to communicate in Marathi, Hindi & English Languages.
 - (n) The contractor must have a mobile phone and contractor's personnel should also have a mobile phone, so as to enable the Bank's officials to communicate with the contractor/electrician/supervisor.
6. That the contractor shall also provide repairs and maintenance service in response to oral including telephonic notice by the Bank whenever necessary.
 7. That the Contractor shall carry out all repairs and maintenance services agreed to with the help of qualified persons who are totally familiar with the work they are required to perform.
 8. That the Contractor shall maintain at the premises of the Bank a written maintenance and repairs log book and shall record each work carried out by him, the fault, the date and the time of commencement and successful completion of repairs and maintenance work.
 9. That if the Contractor does not fulfil the provisions of the clauses hereinbefore mentioned, the proportionate maintenance charges for those months will not be payable by the Bank. The Bank shall then carry out the repair / maintenance work and any loss borne by the Bank would be recovered from the charges payable to the Contractor.
 10. That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to with the Bank.
 11. That the Contractor agrees that he and his persons will at all times comply with all security rules and regulations in force from time to time at Banks premises while carrying out the work.
 12. That the Contractor shall depute round the clock / every day / two days in a week of which one day will be Sunday or another Bank Holiday, qualified electricians / mechanics with PWD Licence and assistants for complete check of motors, electrical installations, etc. for which the Contractor has been engaged.
 13. That person so deputed will sign the Register for arrival and departure at the site which will be maintained by the Security Staff at the Bank's building.
 14. That the Bank shall not bear any transportation cost for materials under replacement / newly installed or for the staff deputed to attend to the complaint either on schedule dates or otherwise during emergency.
 15. That the contractor shall appoint qualified persons, after verifying their antecedents and a copy of the police verification report and photograph of persons will be submitted to the Bank for its record.
 16. That the Contractor shall comply with the provisions of the **Minimum Wages Act** and all relevant Acts of Government of Maharashtra, Central Government and shall also abide by all other laws, bye-laws of the State, Central and local authorities, for the services provided vide this agreement.



17. That the contractor shall comply with the requirement for Electrical Inspector during annual inspection.
 18. That the Bank shall not be liable for any compensation in case of any fatal injury / death caused to any other Contractor's employees while performing / discharging their duties / visiting Bank's premises for inspection or otherwise. The contractor shall provide all safety devices to its workmen and take out an Insurance Policy (Contractor's All Risk Policy) to cover all risks for all workmen employed for the Bank's work. Copy of such Insurance Policy should be sent to the Bank for its record.
 19. The Bank reserves the right to terminate the agreement in case of breach of any term and condition of this agreement by the contractor, without notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the Bank in this regard shall be final.
 - 20 .That the contractor shall also provide temporary connection/power for any site of LHO, garden lighting, any events etc whenever necessary. No charges will be paid.
 - 21 . Operation & maintence of DG set with suitable operator and authorized service provider/OEM.
-
1. **FORCE MAJEURE:** Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such delay.
 2. **LIABILITIES AND INDEMNITIES:**
The contractor represents and warrant that the repair, replacement of parts and maintenance service hereby provided, do not violate or infringe upon any patent copyright, trade secret or other property right of any other person or other entity. The contractor agrees that it will and hereby do indemnify the Bank from any claim directly resulting from or arising out of any breach or claimed breach of this warranty.
 3. **BUSINESS TERMINATION:**
In the event that the contractor shall close conducting business in the normal course or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or shall avail itself or become subject to any proceeding under any Act or statute of any country or state relating to insolvency or the protection of rights of creditors, then (at the option of the Bank notwithstanding clause 1.0 of the agreement) this agreement shall terminate and be of no further force and effect and any property or rights of such other party tangible or intangible shall forthwith be returned to it.
 4. **TERMINATION OF THIS AGREEMENT:-**
This agreement can be terminated as stated in paragraph No. 1 and 21 above.
 5. **GENERAL: -**
 - a) Headings are for guidance only and are intended to be read or construed as per this agreement.



- b) No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representative of both the parties.
- c) Each party warrants and guarantees that it has full powers and authority to enter into and perform this agreement and the person signing this agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement understands it and agrees to be bound by it.
- d) Works importing the singular include the plural and vice versa.
- e) In the event of any difference or dispute in connection with this agreement over the right or obligations the parties have, the matter shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996.
- f) It is agreed that the tender enquiry, i.e. the Bank's letter No _____ dated with its enclosures and subsequent correspondence with the contractor, also form part of this agreement and accordingly are enclosed herewith.

6. PENALTY

i) As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. He will have to provide suitable replacement in case of any absentee and advise the same to the bank's engineers immediately. A penalty of Rs.1000/- (Rupees one Thousands Only) per day per person will be imposed if anyone of the shift personnel is found absent from the duty and Holidays in addition to shift personnel. Also penalty of Rs.500/- (Rupees Five hundred only) per day per person will be imposed if anyone of the shift personnel is found without uniform from the duty.

ii) Non- Compliance of work: In the event of failure of compliance of awarded work in stipulated time penalty will be imposed as per double of actual expenditure incurred in attending to the same by other Agency.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE-MENTIONED DATE

FOR STATE BANK OF INDIA

FOR CONTRACTOR

ASSTT. GENERAL MANAGER(P&E)

AUTHORISED SIGNATORY WITH STAMP

Place:

Place:

Witness: 1.

Witness:1.



INSTRUCTIONS TO THE TENDERERS

1. The tender shall be valid for 90 days from the last date of E-tender.
2. The quoted rates shall include minimum wages payable to the employees to be deployed at SBI, LHO, BKC, Mumbai as **per minimum wages prescribed by Ministry of Labour & Employment, Govt. of India.**
3.
 - a) The successful tenderer has to keep all mandatory records like PF, ESI, details of wages & Bonus paid etc. of his employees deployed at Bank's premises as per the requirement of the labor enforcement inspector from time to time.
 - b) The successful tenderer shall take necessary license from the Astt. Labour Commissioner and comply with the Central Labour Act 1970.
 - c) The successful tenderer has to take necessary insurance coverage for his workmen and shall keep Bank indemnified against any risk.
4. The contractor shall also submit the monthly staff payment register to the Bank for its verification as & when required.
5. Conditional tenders will not be accepted and be summarily rejected.
6. Cover I of Tender containing the EMD and Technical Bid will be opened at on last dated in presence of the representative from each of the tenderers who wish to be present.
7. The bids of the applicants who have not furnished EMD & Tender Document cost and do not meet the eligibility criteria as specified by Bank shall be rejected. The unopened Price bid shall be returned to such bidders.
8. Contractors are advised to visit the site before quoting the rate.
9. Each page of the application shall be signed by a person having necessary authority to do so.
10. If the space in the Performa is insufficient for furnishing full details, such information may be given in separate sheets.
11. Applicants are required to furnish information against each item of the application. In case certain item is not applicable, please write NA. Application containing incorrect and or inadequate information is liable to be rejected.
12. For any further clarification, the applicant may contact in the numbers as given below during office hours. Mr. R K Sinha, Dy. Manager (Electrical):- 9158002461
13. Any information furnished by the applicant is found to be incorrect at a later stage, the contractor is liable to be debarred from tendering / taking up any future work in the Bank. The Bank reserves the right to verify the particulars furnished by the applicant independently.
14. Bidder should have one office in Mumbai.

The tender document (i.e. Technical bid with EMD) duly completed in all respects giving the aforesaid information is required to be addressed to the officer as indicated below, and should be enclosed in a sealed cover super scribing in the top left-hand corner of the cover as "**Tender for AMC for Electrical Installations at SBI, LHO, BKC, Mumbai**" and dropped in tender box kept for the purpose on or before **last dated mention above**. The sealed cover to be addressed to LHO Mumbai Metro, State Bank of India, 3rd Floor, Synergy Building, Bandra Kurla Complex, Mumbai - 51. The sealed cover should



necessarily dropped in the **tender box only** which is kept at said Office for this purpose. If the covers are sent by post, the vendor should ensure that the bid is received at the above mentioned address before the prescribed time to avoid rejection. Covers received after prescribed time will be rejected.

SBIMS reserves the right to reject any or all the applications without assigning any reasons and to restrict the list to any number deemed suitable by it, if too many applications are received satisfying the basic pre-qualification criteria. Bank also has the right to reject all the applications and go in for re- advertisement without assigning any reason.

TENDER TERMS & CONDITIONS.

1.This tender is for the Operation & maintenance of power supply system both HT/LT and Distribution system in all three shifts, minor & major electrical maintenance contract of Synergy, Local Head Office, Bandra Kurla Complex, Bandra(East) Mumbai for round the clock shift operation inclusive of Sunday and holidays

2. Contractor should have Electrical Contract License, IPF, ESIC, labour license and experience in similar field as mentioned in scope of work.

All works to be carried out in accordance with relevant Indian Standards and as per Indian Electricity rule as amended. The contractor has to obtain necessary clearance from Electrical Inspectorate. Panel, Fittings, Equipment’s, Systems etc., all the components, accessories, Sub-Assembly, assemblies etc. Which are attachments or parts needed for the purpose any other work which are incidental or part of the above, but not specifically spelt out will also be included in the scope.

3. It is fully contractor’s responsibility to deploy qualified supervisor and Technician with relevant Qualifications, License hands on experience (Minimum 3 to 5 Years) to handle electrical, UPS etc. Equipment’s specified in the scope of work. They should be well conversant with Indian Standard, Indian Electricity Rule and acts as applicable and should have knowledge of electrical and Industrial safety practices.

4. The minimum man power to be deployed shall be as under.

a) **Electrical supervisor (1 no.)**- 6 days a week 10:00 am to 6:00pm, degree/diploma with minimum 5 year of experience in relevant field.

b) **Electrician - (5 nos)**-1 in each eight-hour shift having minimum ITI (Electrical) with 3 to 5 years relevant experience holding valid license. Two in general shift.

c) **Helpers-(3 nos)**-1 in each eight-hour shift. Literate with 1 or 2 years’ experience in Electrical Section of any industry.

d) **DG Operator-(1No)**- 1 in eight-hour general shift. After the DG operator duty Electrician should be able to operate the DG set.

I) Manpower:

II) Contractor shall post the following personnel in the premises:-

1	1 Engineer Supervisor	Shift (General)10.00 am to 06.00 pm	On all days including Sundays and Public Holidays.
2	5 Licensed Electrician per shift	Shift (S-1) 07.00 am to 03.00 pm	
		Shift (S-2)03.00 pm to 11.00 pm	
		Shift (S-3)11.00 pm to 07.00 am	



	2 electrician except night	
3	3 Helper per shift 1helper	Shift 07.00 am to 03.00 pm Shift 03.00 pm to 11.00 pm Shift 11.00 pm to 07.00 am

Any additional manpower that may be required for operations or any other tasks shall be taken care by contractor at no extra cost.

Contractor should provide Uniforms, Shoes, safety and protection gear, 15kV grade hand gloves, Identity cards etc., to the staffs deployed, at no extra cost.

Contractor will ensure consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain healthy environment and reliable services.

If any of the staff member appointed by Contractor is found to be 'not competent', he has to be replaced by a right person within a stipulated time as instructed by Electrical Engineer- In-charge. All the relevant documents pertaining to staff deployed, like copies of job appointment order with the contractor, address proof, photocopy of ID card etc., and other details as sought shall be provided to SBI, by the contractor under his responsibility for the correctness.

It is fully contractor's responsibility to deploy qualified supervisor and Technician with relevant Qualifications, License hands on experience (Minimum 4 to 5 Years) to handle electrical, UPS etc.. Equipments specified in the scope of work. They should be well conversant with Indian Standard, Indian Electricity Rule and acts as applicable and should have knowledge of electrical and Industrial safety practices.

5. PAYMENTS:

1. All payments shall be made within 15 days of submission of bills and on submission of followings

- i) Service invoice in duplicate.
- ii) Site certification bill.
- iii) PF challan.
- iv) ESI challan/workmen's compensation policy.
- vi) Service tax paid challan

2. If any small value items (value of the item less than 5000/-) to be supplied, the same need to be supplied at the market rate/manufacturer's price list in consultation with the in charge Electrical Engineer.

3. Also any minor job, less than Rs.50,000/- that needs to be carried out shall be executed by the contractor as per instructions of the electrical engineer and after prior approval of from competent authority. The rate shall be worked out as per prevailing market rate for which the Contractor has to produce documentary evidences for the cost of materials and labour. For carrying out maintenance work consumable will be either supplied by the Department or Contractor for agreed rate. However, all kinds of labour expertise are included in the scope of work except for new works.



4. Consumables shall be supplied by the Contractor at the actual rates prevailing at the time of purchase. Copy of price list of the manufacturers has to be enclosed along with the bills while claiming payment for consumables.

5. SPARES: **All running spares, pertaining to the installations covered in this contract, should always be stocked and maintained by contractor in his custody, up to a minimum worth of RS. 10,000/- at any given time. Spares stock list to be submitted every month. Usage of any spares at SBI shall be paid against bill after due verification by Electrical Engineer in Charge.**

6. TIME SCHEDULE-

i) Shift personnel will be required to record the various readings on HT/LT panels, power factor panels, and Inverter panels etc. as per given format and rectify the fault (if any) to avoid unusual break down of electrical power and report the same to bank's engineer on daily basis.

ii) They will ensure switching on and switching off the lighting of various floors as per timing decided by the bank from time to time.

iii) The shift personnel will always be available in the substation and attend the telephonic calls from various departments at the Synergy Local Head Office, Mumbai.

iv) They will always comply with all security measures imposed by the bank from time to time.

7. PENALTY

i) As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. Contractor will always ensure that minimum three shift personnel are available at the site round the clock. He will have to provide suitable replacement in case of any absentee and advise the same to the bank's engineers immediately. A penalty of Rs.1000/- (Rupees One Thousand Only) per day per person will be imposed if anyone of the shift personnel is found absent from the duty. The supervisor will be responsible for the conduct of Electricals / Helpers and who has authority to receive and act on such instructions issued by the Bank. Also, penalty of Rs.500/- (Rupees Five hundred Only) per day per person will be imposed if anyone of the shift personnel is found without uniform from the duty.

ii) Non- Compliance of work: In the event of failure of compliance of awarded work in stipulated time penalty will be imposed as per double of actual expenditure incurred in attending to the same by other Agency SBI, VC & Circle Head./Bank has rights to award the work to other agency in case of urgent work completion required.

iii) Any accident due to negligence in following of safety procedures is purely at the responsibility of Contractor. Department is not responsible for any accidents/damages/death. Safety of all the staff of the Contractor is the sole responsibility of the Contractor.

iv) Contractor will be responsible for any act of sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees. Penalty or legal action, as decided by SBI shall be imposed on the contractor.



8. ATTACHEMENT WITH TENDER DOCUMENTS

The tender must be accompanied by valid authenticated photocopies of the following without which the tender shall be rejected.

- (i) Electrical Contractor's License.
- (ii) Electrical Supervisor's License.
- (iii) E.S.I.C. Registration or workmen's compensation policy.
- (iv) GST registration.
- (v) Professional Tax Challan.

a) For self if applicable (If owner is above 65 years, no professional tax is applicable).

b) For employees (compulsory)

The original document will have to be produced for verification before entering into contract and also every year thereafter.

9. PAY WAGES TO THE EMPLOYEES

1. The contractor shall be required to pay wages to the employees engaged for the purpose of this contract, at least as per the requirements of the minimum wages act. While quoting, service tax, PF, ESIC etc. must be considered. **Minimum wage of the staff should not be less than minimum Wage Act applicable to the respective category/experience.** Only those quotations where amounts quoted are more than the minimum wages amount shall be considered. The Bank reserves the right to reject such bids which fall below the amount calculated on the basis of minimum wages plus service tax, PF, ESIC, etc. The charges under various heads such as service tax, PF, ESIC etc. must be shown separately while quoting. In case of tie, i.e. in the case of two or more tenderers appearing "Prima Facie" lowest i.e., quoting the same figure before or after the arithmetical check etc., an opportunity shall be given to such 2 or more parties for making a revised offer on the basis of a percentage reduction in the total value, in sealed covers, which shall be opened on a fixed date in the presence of those two tenderers.

Contractor will submit the details of minimum wages as per Minimum Wage Act. As applicable to the respective category/Experience at the time of submission of Tender bid.

2. The rates quoted should be such that the contractor can absorb the increase in minimum wages during the contract period. The agreement shall be initially for a period of one year. The agreement may be renewed for further period of 3 (three) years unless the parties decide otherwise.

All works to be carried out in accordance with relevant Indian Standards and as per Indian Electricity rule as amended. The contractor has to obtain necessary clearance from Electrical Inspectorate. Panel, Fittings, Equipment's, Systems etc., all the components, accessories, Sub-Assembly, assemblies etc. Which are attachments or parts needed for the purpose Any other work which are incidental or part of the above, but not specifically spelt out will also be included in the scope.

a. For carrying out above job the contractor has to make his own arrangements for tools, tackles and measuring equipment, measuring meters, safety and protective devices for carrying out the work.

b. For some of the emergency load points power availability has to be monitored round the clock.



- c. Contractors should deploy electrical staff having experience in handling such power shut down situations and have ability to read continuous drawing of 30 pages or more and capable of trouble shooting and rectification.
- d. All the labours and expertise are included in the scope of work. No extra payment will be made for carrying out routine breakdown and preventive maintenances.
- e. All the breakdown calls should be attended immediately, in case frequency / work demand more manpower; Contractor will arrange additional manpower at no extra cost.
Contractor will ensure consistency of work and work force, correct trouble shooting, good workmen ship follow all safety procedures and will make all necessary efforts to maintain healthy environments and reliable services.

All the shifts duty should be maintained by the adequate number of senior Technicians.

It is purely contractor's responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.

SCOPE OF WORK

The Scope of works includes for Annual Maintenance Contract & operation of electrical installation at Synergy local Head Office and Annex building State Bank of India Mumbai (24Hrs X 365 days)

General Guidelines for Quoting the Tender

State Bank of India has critical requirement of Electric power and Air-Conditioning. In no case, outage of power for more than 5minutes (for critical areas) is acceptable.

Hence, the essence of this contract is to achieve 'Zero Breakdown". All efforts are to be made with up to date maintenance in achieving this, by using predictive and pro-active maintenance techniques at times, and, by strictly adhering to preventive maintenance practices and schedules.

Contractors shall engage and deploy experienced technical staffs who has experience in trouble shooting to meet this kind of requirements and handling power shut down situations. So, engaged supervisors / technicians shall have ability to read continuous power and control circuit drawing of 30 pages or more, able to do trouble shooting and rectification.

1. Operation, routine, preventive and breakdown maintenance of 11KV outdoor H.T. Panel, ABS, Protective and control devices.
2. Operation, routine, preventive and breakdown maintenance of VCB Panels situated at H.T. Panel room.
3. Operation, routine, preventive and breakdown maintenance of LT and Distribution panel, Main Panels, UPS panels, Main Distribution Boards, LDB's, PDB'S. Servicing & Testing of all MV & APFC Panel in basement once in a year
3. Routine and preventive maintenance of electrical switch gear and drives, pertaining water supply from storage tank.
4. Operation, routine, preventive and breakdown maintenance of **2 nos.1250 KVA,11/0.433 KV Dry Type Transformers** and controlling/protective accessories.
5. Operation, routine, preventive and breakdown maintenance of ACB Panels, Bus coupler, situated at Electrical Room, Ac Plant, Gen Set Room.



6. Operation, routine, preventive and breakdown maintenance of Bus Ducts.
7. Operation, routine, preventive and breakdown maintenance of Capacitor Banks.
8. Operation, routine, preventive and breakdown maintenance of HT, LT cables & Wirings.
9. Operation, routine, preventive and breakdown maintenance of Lighting & Power Distribution Systems.
10. All the accessories and spares related to the above equipment's have to be supplied and used during maintenance, which shall be paid extra.
11. Operation, routine, preventive and breakdown maintenance of the following Lighting and heating systems up to Electrical point.
 - a. Street Lights & Flood Lights
 - b. Building Light fittings
 - c. Exhaust Fans
 - d. All related power points
12. Operation and maintenance of safety devices and earth pits.
13. EMERGENCY LOADS: Operation, general maintenance and continuous monitoring / checking of all parameters (power) pertaining to emergency loads complete with troubleshooting and attending to minor breakdowns. All emergency and critical loads to be monitored (with corrective action) round the clock as instructed and running condition of each to be logged in necessary logbooks and register.
14. Preparation of passes for the entry in the premises.
15. The work will include operation & maintenance of all installations, fittings, systems, etc. Classified under electrical. Any used or damaged consumables/fittings/parts have to be replaced and the contractor shall at all points of time on all days be alert and be prepared to carry out any repairs and rectification.
16. Records of any addition or alterations made in the system during the tenure of this contract (whether by the AMC contractor or any other firm or by SBI), have to be maintained by the contractor.
17. All small fabrication works, repairs, servicing of machines / equipment / parts therein shall have to be carried out by the contractor within specified time. Contractor shall never say 'no' to any of the requirement of SBI which is in the area of AMC's technical services, as found reasonable to be entrusted onto the contractor by Engineer-In-Charge (Electrical). Reasonable amount shall be paid against bills for such works as certified by Engineer-In-Charge (Electrical).
18. While carrying out any of the works, if the dust is generated / the same flies and settles in the surrounding area, the same (dust) should be thoroughly cleaned. Vacuum cleaner and wiping materials shall be used in cleaning. If any marking, scars are seen, the same to be cleanly wiped off. All attempts to be made in avoiding dust / dirt / markings etc., while working.
19. Providing all kinds of labour and the expertise required to attend to the above work is included in the scope of work. However, consumable, workshop expenses, new addition and alteration work will be paid extra as per actual rate or agreed rate as applicable.
20. Any debris generated during the course of maintenance and modification works are to remove from the premises of LHO and suitably disposed off.



21. For carrying out above job the contractor has to make his own arrangements for tools, tackles and measuring equipment, measuring meters, safety and protective devices for carrying out the work.
22. For some of the emergency load points power availability has to be monitored round the clock.
23. It is purely contractor's responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.

SCHEDULING

In a broad manner, the AMC work can be scheduled as follows (All at no extra cost)

A) ANNUALLY

- i. Preventive maintenance work on HT bus-bar system, updating of relevant records.
- ii. Preventive maintenance work and servicing LT ACB panels as per manufacturer's recommendation / standard practice, including servicing of ACB and transformer and all other panel accessories, updating of relevant records **situated at ELECTRICAL ROOM, AC PLANT, GEN SET ROOM.**
- iii. Preventive maintenance work on LT bus-bar system, PCCS, MCCBs, SFUS etc., updating of relevant records.
- iv. Preventive maintenance work on off load taps changer of transformers, Protective relays testing.

B) ANNUALLY:

Earth resistance measurement of all the Earth electrodes of Synergy LHO Bldg. (about 45 Nos.), at no extra cost, updating of relevant records.

C) HALF YEARLY:

1. PDBs and LDBs and associated ELCB checking, maintenance and recording.

D) MONTHLY:

Checking, fitting and fault rectification and recording of following:

- i) Street and security lights within the campus,
- ii) Periphery lights
- iii) Path way lights
- iv) Lights in cafeteria, Lecture hall and seminar hall lights, annex building etc.
- v) Common area lights, main entrance portico lights, spot lights etc.
- vi) Battery charger panel testing and recording.
- vii) Load current record of each LT feeder from sub-station.
- viii) Capacitor bank load current recording.
- ix) Checking of UPS

E) DAILY:

- i) Operation and maintenance of Electrical system at HT & LT levels having source change-over systems (between TATA Power and standby DG set sources), protection, control and auxiliary equipment's. Hourly logging of system parameters and attending to all rectification works.

- ii) Daily test running, A-check, operation and maintenance of standby DG source in the event of TATA Power supply failure and reverting to TATA supply on its resumption (ensuring that the supply is stable). Hourly logging of system parameters and attending to all rectification works.
- iii) HT yard inspection and recording of TATA meter readings.
- iv) Water supply management and logging of system parameters and levels.
- v) Monitoring of all emergency loads (electrical and air-conditioning) and recording of system parameters and condition. Necessary corrective action to be taken if things are not found normal.
- vi) Checking of battery charger and battery condition of protective system batteries and DG set batteries, recording the relevant parameters.
- vii) Updating and maintenance of all other registers.
- x) Breakdown maintenance and alteration works (with special importance to critical areas, labs, lecture halls, seminar halls);
- xi) Attending to any other work as entrusted.
- xii) Co-ordination with other related agencies i.e. tata power/MSEB, water agency and air-conditioning agencies.

TESTING, MEASURING EQUIPMENTS, TOOLS & TACKLES:

All the tools required for carrying out the work stipulated in this document shall be provided by the Contractor at site. But, the following minimum is a must at all times:-

A. All the technicians and Senior Technicians should be given with the following:

- i. One test lamp set (3ph. & 1 Ph.)
- ii. Two screw drivers (one light duty & one heavy duty) with insulated handles.
- iii. One cutting plier, 500V grade with insulated handles.
- iv. One live line tester, 500V

B. Following calibrated and well-maintained instruments should be available at site;

- i)** Two Nos. of tong/testers multimeters
- ii)** One 500V megger / IR tester
- iii)** One earth resistance measurement instrument (0.1 Ohm LC) with kit
- iv)** One phase sequence meter.

C. Following tools should always be available at site;

- i) Two sets of 6-7 to 30 – 32 size 9 metric 0 double end open spanner
- ii) One set of 6-7 to 30 – 32 size (metric) double end ring spanner
- iii) Two Nos. adjustable wrenches (12 inch)
- iv) Two Nos. 0.5 to 16 sq.mm hand crimping tools
- v) Two sets of Allen keys
- vi) One set of tubular spanner
- vii) One star screw driver set
- viii) One screw driver set
- ix) Two Nos. of hammers (1lb & 2lb)
- x) One soldering gun with lead & flux.
- xi) One 6mm, hand drill, electric, with drill bits (2.5mm , 3mm, 4mm, 5mm, 6mm, 5 each).
- xii) Two pairs of 15000V grade Hand gloves.
- xiii) Rubber mats.

All these shall be suitably kept at site, with contractor's own security arrangement.

II - General Guidelines for Carrying Out the Works Under this Contract

This note has to be read along with relevant Indian standard and in accordance with Indian Electricity Rules & Act for the optimum performance of the system with safety of the Man and Machine.

OPERATION, ROUTINE, PREVENTIVE AND BREAKDOWN MAINTENANCE OF i) 11KV AIR BREAK SWITCH PANELS & BUS COUPLER

1. Work includes

- (a) Operation of Air Break Switch
- (b) Operation of Circuit Breakers
- (c) Monitoring of Voltage/Current
- (d) Monitoring of Energy Meter
- (e) Monitoring of Breaker Annunciation Circuit.



2. Preventive Maintenance of above Breakers as per the manufacturers' recommendations which includes checking of IR value, Checking and Tightening of control/closing and other end terminations, relays.
3. Contractor should attend all types of problems that arises during Operation/non-Operation whether it is minor or major within stipulated time and should ensure systems should be in healthy condition all the time.
4. Contractor should arrange to check secondary injection test for all relays in the HT panel at least once in a year for their normal operation.
5. Contractor should check Tripping/Closing mechanism of Breakers at minimum six months interval.
6. Contractor should check all other control circuits of CT, PT Relay/Door switch/Foot switch/Annunciator circuit etc., for their healthiness & for normal operation.
7. Contractor should maintain a History Record to note down all the problems that arises and diagnosis made to rectify the same and it should be duly signed by an Authorized supervisor and Contractor.
8. Contractor should take all safety precautions while handling systems as per Indian Electricity rules 1956 & Indian Electricity Act 1910 as amended.
9. Contractor should have all safety materials to handle above systems.
10. Any accident due to negligence in following safety procedures is purely at the responsibility of Contractors and Department is not responsible for any accidents/damages to death.
11. Contractor should ensure that there should not be any dust/dirt inside the Bus bar Chamber/Inside of Control Panels/Over the Panels/Relay Covers etc.,
- 12. Contractor should co-ordinate with TATA Power/MSEDCL Staff for Line Clearance whenever it is required to carry out maintenance work on HT side at his own arrangements.**
14. Contractor should ensure that there should not be any empty holes in the panel as this may lead to entry of rats resulting wire cutting and spoil the system working conditions.
15. Contractor should monitor voltage/Load current at every hour & should log in a separate register.
16. Contractor should monitor current, MD, PF and keep records.
17. Contractor should inform the Electrical Engineer In-Charge if the MD rises beyond the contract demand.
18. Contractor should arrange to calibrate all the recording meters like KWH, Ammeters/Voltmeters Yearly, the charges of which will be paid extra.
19. Contractor should ensure that PF should not drop below 0.9 and this should be maintained above 0.9. Negligence in maintaining PF may lead to penalty and this may have to be reimbursed by contractors from their monthly bill.
20. Contractor should produce Test Certificate of IR Value check, Relay test and Breaker test whenever it is carried out.



ii). LT PCC AND MAIN DISTRIBUTION PANELS, UPS PANELS, MAIN DISTRIBUTION BOARDS LDB, PDB, PUMP HOUSE.

1. This includes –
 - a) Air Circuit Breakers of 2000 Amps of L&T make
 - b) Air Circuit Breakers of 1600 Amps of L&T make
 - c) Air Circuit Breakers of 1250 Amps of L&T make
 - d) Air Circuit Breakers of 800 Amps of L&T make -
 - e) Relays on above Circuit Breakers Panels
 - f) MCCBs and Switch Fuse Units of different ratings.
2. Contractor should monitor the load on each hour and ensure that load be balanced equally on all the three phases.
3. Contractor should arrange to carry out periodic maintenance of Circuit Breakers as below (Yearly)
 - i) Inspection of Terminations
 - ii) General cleaning of ACB
 - iii) Cleaning of main parts of ACB using CRC226
 - iv) Cleaning & alignment of arc chutes
 - v) Presence of hard ware & proper tightening
 - vi) Presence of Circlip on all connecting pins
 - vii) Alignment of terminals/Contact Jaws
 - viii) Condition of contact Jaws/Terminals
 - ix) Condition of arcing Contact
 - x) Correct wiring & wiring Route
 - xi) Proper greasing on all moving parts
 - xii) Tripping of ACB by push button
 - xiii) Satisfactory working of anti pumping
 - xiv) Under Voltage
 - xv) Tripping through EA/EA1 Release voltage
 - xvi) Motor Operations, Carbon brush
 - xvii) Closing coil operation
 - xviii) Continuity & Proper change over of aux. contact
 - xix) Calibration check list of
 - xx) Gap between Arcing Contact
 - xxi) Gap between Hylum & Side plate centering of pole
 - xxii) Gap between closing screw and FRCB
 - xxiii) Gap between Nylon roller and steel cam (Pole assembly)
 - xxiv) Insulation Resistance Test between
 - Phase to Phase (ACB in Closed Condition)
 - Phase to Earth (ACB in Closed condition)
 - Between Fixed & Moving Contact (ACB in open condition)



4. Contractor should arrange to check all the controls/closing/tripping cables end terminations and positions at least once in six months.
5. Contractor should check space heater bus for any loose connection of wires/burns/damage of wire and other abnormalities.
6. Contractor should ensure that all the indicating lamps should be in working condition. Bulb replacement required may be replaced and produce separate bill along with price list.
7. Contractor should arrange to check all MCCBs & SFU'S for normal operation, Fuse sitting position, Arcing on SFU contact, loose connections, Loose connection in neutral wires/Links/Connectors
8. Contractor should ensure that there should not be any dust/dirt inside the SFU/MCCBs.
9. Contractor should maintain all required spare parts like MCB'S, Fuse Base with Fuse Carrier, Fuses of different Ratings, Closing & Tripping Relay Coils, Elmex Connectors, Lugs, Ferrules, Aden blocks, Contactors NO/NC Contacts, Breaker Switches/Knobs/Selector Switches/Knobs/Neutral links/Push button Stations & other related items.
10. Contractor should attend the problems immediately in case of nuisance tripping of breaker/Relays and any other malfunctions,
11. Contractor should ensure that there should not be any modifications in Power & Control supply in the existing system if required, this has to get approved before executing the work & modifications has to be incorporated in the drawing.
12. Contractor should ensure that there should not be any dust on the panels/Relays/Space Heater bus/Bus Bar chambers/Cable Alley etc., and the above items are to be checked at interval of every One Month.
13. Contractor should not bypass any safety procedures, accidents caused due to negligence of safety is the sole responsibility of the contractor.
14. Contractor should Display Caution Board while doing maintenance work on Live Parts.
15. Contractor should arrange to check secondary injection test of all the relays on HT & LT Panels once in a year, payment for which will be made extra.
16. All LDB'S and PDB'S has to be checked up once in every three months or in between if required for Healthiness of ELCB'S and all terminations inside the board.
17. Faulty ELCB'S should be replaced immediately, if found, after approval from Electrical Engineer.
18. Modification of circuits/isolators in DB'S has to be carried out only after the approval of Electrical Engineer.

iii) BUS DUCTS

This includes HT panels, LT Panels & all Distribution Panels.

Routine Maintenance:

- (i) General checking of all the Bus Bars for abnormalities like spark, Heat up etc...
- (ii) General inspection of Bus Bars fixing insulators, Supports, tightness of bus bar joints.
- (iii) General inspection of Bus Bars supporting insulators/Bushings for crack etc... & rectification of the same.
- (iv) General cleaning of Bus ducts & wiping of dust.

iv) 11KV ALSTOM VCB PANEL

1. Checking & making of relay adopted settings.
2. Checking IDMT checks.
3. Checking INST checks.
4. Checking of LED Indication, Master Trip relay.
5. Testing of Relay coil, pick up DC voltage & Flag indication.
6. Checking CT test
- 7.. Checking PT test
- 8 . Checking IR Value by 10 KV megger, micro ohm test, close/open time test.

v) CAPACITOR BANKS –.

1. General checking of capacitor banks for charging and discharging and working conditions.
2. Changeover of capacitor banks alternatively every week on each panel.
3. General checking of power & control supply of the bank for abnormalities & rectification of the same in case of any faults.
4. General checking of safety devices like contactor, O/L, Fuses etc., & rectification of the same.
5. Capacitor bank should be operated in such a manner that PF should not fall below 0.9 Penalty will be imposed if PF falls below 0.9
6. General cleaning of Capacitor Banks should be carried out at regular intervals, as per standards.

vi) HT & LT CABLES

This includes HT Cables from HT Yard to switch gear room, HT Cable trenches, LT cables, Transformer room, Switch gear room., Plant room, from plant room & switchgear room to each individual distribution board.

1. General inspections of cables end terminations on both the sides for abnormalities like Heat Up, Loose connection etc. & rectification of the same immediately.
2. General checking of cable route markers, Positions etc. including painting of cable markers at every six months interval both inside & outside the switch gear room.
3. In case if any cable fault observed this should be attended immediately and power supply should be restored within shortest time.

Should ensure and maintain cable marking tags for identification at the beginning & ending of cable.

vii) ELECTRICAL HIGH AND LOW SITE LIGHTING & POWER DISTRIBUTION BOARDS, LIGHT FITTING, POWER POINTS ETC.,

This means lower side power distribution, which includes all lighting and power distribution systems in the Lab area, Kitchen area, Equipment rooms and Clean rooms.

1. Contractor should check each DB'S end terminations for proper tightness and check heat up of wires & bus links and should correct any wrong things if found.

Also, Contractor should check ELCB working /healthiness conditions once every month in above places by trip test method.

2. Contractor should ensure that no DB Cover is left open without screws/glass as this may lead to accidents. Hence contractor should ensure the DB covers should be tightened properly & enclosing DB glass cover should be fixed properly, Any damages found should be replaced/Repaired immediately.

3. Contractor should maintain cleanliness of DB'S & should be free from dust and foreign material.

vii) LIGHTING SYSTEM

- a) Street Lights & Flood Lights
- b) Building Light fittings
- c) Ceiling fans
- d) Exhaust Fans
- e) All related power points
- f) Main Gate

1. This includes all breakdowns, preventive and routine maintenance. Some of the common area lighting like Seminar Halls, Lecture Halls, AHU Rooms, Switch gear room, Street Lights, Pathway Lights, Periphery Lights etc. has to be checked periodically and should register in log book or complaint book and should be rectified after approval of Electrical Engineer in charge.
2. All power points have to be checked for any kind of faults and power supply has to be restored in one attempt. Diagnosis in tracing out the faults is purely responsibility of the contractor.
3. All common area lighting fixture glass/dome covers have to be cleaned periodically. All necessary spares required for Lighting, Exhaust and ceiling fans as well as power distribution system should be maintained by the contractor to avoid breakdowns. Payment for all such spares will be made as per the agreed rates.
4. A detailed inventory should be made by the contractor about replacement of spares for all lighting, heating and power distribution system. Payment will be made as for works maintains out duly certified by the Electrical Engineer-in-Charge.

viii) EARTH PITS

This includes maintenance of all the earth pits inside the premises.

1. Earth pit resistance has to be checked at every six months for all earth pits, Contractor has to make his own arrangements to carry out above job including arrangement of calibrated earth tester, connecting probes, electrodes, labour etc.
2. Measurement of earth resistance includes removing of earth pit chamber covers, isolation of main earth strips and connected strips, recording of value, reconnection of disconnected strips, replacement of corroded ones by GI coated fasteners items and emerying of strips, watering of earth pits, putting back earth chamber cover to the original position, marking of earth pits nomenclature etc..
3. A detailed Test report should be submitted to the Electrical Engineer after completion of work and detailed history record has to be maintained at work place.



4. Contractor should provide all necessary safety devices like safety shoes uniforms, goggles, hand gloves, safety belt, ear plugs, safety instruction etc.

BREAK DOWN MAINTENANCE

Any Breakdown in the Transformer/s should be attended immediately by the experienced/known Personnel and work should be completed in one shot.

PREVENTIVE MAINTENANCE

- Monitoring of Load
- -Monitoring of Voltage.
- Monitoring of Temperature
- -Monitoring of Terminal connection on HT & LT side.
- Monitoring of Bushings
- Checking of cable boxes and gasketed joint.
- Checking of safety devices like Relays, Fuses etc for their proper functioning accuracy.
- Checking of operating mechanisms, Motors, Bearings, gear boxes, greasing, lubrication, General cleaning where ever required
- Should Check IR Value of Transformer on HT/LT side once in a year & Test certificate should be produced for the same
- Should check operation of Gate switch of Transformer at least once in a year.
- Should check the earthing connection of the equipment, Door gate etc for healthiness, if abnormalities found, should be attended immediately.
- Contractor should also arrange to check the general operation of RTCC panels like power, control circuits and attending to any breakdown

Note: **Contractor should prepare a Chart for carrying out Preventive Maintenance for any Equipment/item before carrying out the work and should be submitted to the Electrical Engineer for approval of the same.**

LIASIONING WORK

1. Liasioning work with TATA Power/MSEDCL, Electrical Inspectorate, DOT and follow up with other AMC agencies to be done at his own arrangements.
2. TATA Power/MSEDCL Liasioning work with TATA Power includes lodging the complaints getting temporary connections, renewal of temporary connections, bills clarifications out bills payment by cheque issued by SBI.
3. Arranging electrical consultant for any faults or any test and follow up to be done at his own arrangements & cost
3. Lodging the complaints for critical Equipment's, Coordination with all AMC Contractors for rectification of faults/problems, follow up of preventive/schedule maintenance etc.

DOCUMENTATION

Substation Equipment's parameters should be recorded in daily logbooks.

Contractor should maintain individual History Records for all critical equipment's, earth pits and other safety related items, this history record should have all the details of work carried out on day



to day, monthly, quarterly, half yearly and yearly. Detailed inventory records like materials movement, material consumption, materials disposed etc. also should be maintained. In all documents, for each work, contractor should get signature from Engineer In-charge (Electrical) or his nominees

Necessary registers for maintaining records/logs will be provided by the department.

ADDITIONAL SCOPE OF WORK

1. Attending to day-to-day fault of any kind of light/fan fittings, water heaters, water pumps, motor starters, UPS panel, HT /LT cables, LT Panel, HT Panel and Transformers etc. Changing of Bulbs, CFLs, Tubes, LED fixtures, Chokes, Call Bell etc. in all floors of Bank Building at BKC including maintenance of light fixtures in lift lobby, Terrace, Façade lights, Ground Floor Boundary lights, & lights in staircases, basements of BKC premises.
2. Attending to faults in main switches, distribution boards, ACB's, OCB's, MCB's, MCCB's panel board etc. In case of major breakdown, the contractor should assist the in charge /department staffs till the rectification of the defects. Any charges towards engaging services of an expert agency for maintenance / rectification of major faults for 11 KV substation equipments shall be done at his own arrangements &cost
3. Attending cable faults, termination of cable, re-termination, if required. The contractor shall arrange to give temporary connection if the cable fault could not be rectified within a day
4. Operation and maintenance of all major electrical installations in accordance with Manufacture's specifications, instruction Manuals, IE rules and other rules as specified by CEIG/CEA and BEST
5. To check the Power Factor (PF) and operate the capacitor bank for maintain PF above 0.98. A proportionate amount shall be deducted from the monthly bill submitted by the contractor, in case power factor falls below the minimum stipulated level due to any negligence in maintenance by the contractor.
6. Checking of all earth electrodes at least once in six months including watering them at regular intervals, continuity of earth, measurement of earth resistance and maintain E-N voltage below 2 Volts.
7. Replacement of tubes, lamps, oil, CRC, CTC fuses and other accessories with the spare parts provided by the Bank.
8. Constantly coordinate with the related equipment maintenance contractors for UPS, Water purifiers, etc. and get the servicing done by them.
9. During breakdowns, the electrical staff should immediately rectify the problem or contact



the respective equipment maintenance contractor, if any, for attending the breakdown.

10. Any other work assigned by the P&E Dept. / Engineer in-charge of the Bank related to the electrical work but not covered above. Services may be availed for lift / pump operations if required.
11. In case the Contractor supplies any material for the electrical work, the cost of the material will be borne by Bank. The necessary vouchers /invoices are required to be submitted for the same by the contractor for settlement of his bills. In such case, bank shall pay cost of materials on actual plus 10% towards overhead and profit.
12. Charges for Scaffolding, Centering, Shuttering, Cradle (Jhula) etc will not be paid extra for any works related to maintenance/repair/replacement.
13. Contractor shall follow the prescribed formats/procedures for receiving complaints, receiving the work slips duly sanctioned and preparation of bills etc. as stipulated by the bank from time to time.
14. Contractor shall maintain a proper record/register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty shall be levied.

III) Preventive / Corrective Maintenance:

1. Preventive maintenance of all electrical installations to be carried out in a well-planned manner with periodicity as detailed in general or as directed.
2. Servicing of all panels, DB's on various floors on quarterly basis.
3. Routine preventive maintenance works such as checking and tightening of electrical wiring connections/joints and replacing accessories as and when required.

IV) Operation and maintenance of Fountain near VIP Lift:

1. Operation and maintenance of fountain and lights near VIP lift of Bank's BKC premises.
2. The Fountain Tank to be filled with Water at the required frequency to maintain the required level. Scope also includes, cleaning of fountain tank and testing of water and ensuring prevention of mosquito breeding in the water. Water test report of two samples every month shall be obtained from a reputed certified laboratory to be submitted along with monthly bills.

V) Cleaning:

1. Cleaning and checking of all electrical appliances such as light fittings, ceiling/ exhaust fans, switchboard, cable boxes, panels etc., once in a quarter.
2. Cleaning of the meter/MCCB/Feeder Pillars/ distribution boards located at various locations on monthly basis.



3. Cleaning of LT/HT panel room, DG Panel, transformer room, Electrical Room, cooling tower panels etc. These areas should be kept neat and clean.

VI) General:

1. All the removed materials for routine maintenance works should be brought to the office for accountability and a separate register needs to be maintained showing all received/used electrical consumables supplied by the Bank. No materials should be left anywhere in the campus.
2. All tools and machinery required for routine works, preventive maintenance etc., such as pliers, cutter, screw drivers, spanner set, blower, drill machine, crimping tool, megger, multi meter, earth tester, pipe wrench, tripod, ladder, safety equipment's etc. shall be provided by the contractor. One complete set of all tools and tackles to be maintained at site.
3. All consumables like cotton waste, greases, Vaseline, fuses, tube rods, bulbs, chokes, starters, etc. would be supplied by the Bank. The contractor will be responsible to receive material and maintain proper inventory of the stock.
4. All breakdown calls/complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended and not be postponed to next day.
5. Any damage is caused to any equipment/or items available at the office premises due to negligence of the contractor's work force shall be entirely on contractor, the amount so involved on this account shall be deducted from the payment due to contractor.
6. In case of emergency, for emergency repairs whenever required, prior permission from the engineer in-charge of Bank shall be obtained to engage the personnel on overtime, however no over- time shall be payable.
7. All preventive maintenance of transformers, DG sets, HT panel, MV panel and rising main panels will have to be carried out on holidays for which no overtime will be payable.

VII) Replacement of Spares:

Cost of spares such required for replacement/maintenance of the Electrical items, shall be borne by the Bank but before replacement consent of the engineer in-charge/written work order is to be obtained by the contractor.

VIII) Coordination with Local Authorities:

Co-ordinating and Liaoning with Lift Inspector, PWD officials, EB authorities & TATA Power offices for any statutory matter related to Electrical Connection to the premises.

IX) Visit of Senior Electrical Engineer:

Arrange visit of a Senior Electrical engineer having license for HT work once in a quarter for inspection and submit report to Bank's Engineer about his observations. He should also visit whenever major repairs are involved in Tower.



X) Maintenance of Register:

The contractor is required to maintain following registers during the job of AMC

- i. Daily operation registers of Equipments installed as per Check lists given
- ii. DG operations log book
- iii. Daily readings of HT & LT
- iv. Last Inspection report by Electrical Inspector, remarks and compliance details
- v. Register for Day to day repair & routine maintenance activity to be got verified by IMD team.
- vi. Stock register for materials supplied by Bank.
 - a. The contractor will deposit an amount equal to 5% of the contract value towards Security Deposit for the due performance of the contract, which shall be refundable after expiry/termination of the contract. The deposit shall not bear any interest.
 - b. The contractor will obtain at his own cost, any license or permission of any sort whatsoever (viz., labour license from Assistant Labour Commissioner (Central), Mumbai / Navi Mumbai and register with Employees' State Insurance Corporation and Office of the Regional Provident Fund Commissioner, Mumbai, Service Tax, Income Tax etc.) that may be required under various Acts from the Central/State Government Authorities for carrying out the said activity in the premises of the Bank and such Registrations and License for engagement of contract workers for such purpose within one month from the date of issue of work order.
 - c. The contractor will comply with the provisions of all Labour Laws, which are applicable to 'the Contractor' or his employees and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation. The contractor will furnish proof of compliance of all Labour Laws requirements including obtaining licenses, filing of monthly/quarterly/annual returns and any other statutory requirement and furnish calculations and proof of payments made to all Government/Statutory Authorities under EPF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, etc. within time limit allowed under the respective Acts and all other statutory rules as amended from time to time.
 - d. The contractor will indemnify the Bank from all liabilities arising out of any payment made by the Bank to Government (Central/State, Semi-Government), statutory authority or any payment made under any statute/notification of the Government (Central/State) or statutory authority in respect of his employees or in respect of any claims made by the contractor's employees against the Bank.
 - e. The contractor will be responsible for maintenance of proper records as required under the provisions of various Labour Laws / Statutory Acts applicable to the contractor and contract employees such as attendance register, overtime register, advance register, register of deductions for damage & loss, register of fines, accident register etc. and produce them for inspection as and when demanded by Bank or any appropriate Labour authorities. The contractor shall also issue Form-XIV (employment card) to their personnel.

- f. The contractor will make the payment to personnel engaged by him as per minimum wages notified by the Office of the Regional Labour Commissioner (Central), Mumbai from time to time. The contractor shall satisfy the Bank showing adequate recorded proof that the minimum wages, ESI, contribution to provident fund as applicable are being paid to his personnel as required under various Statutory Acts notified by the Government from time to time.
- g. The contractor will provide weekly off / holidays to his personnel as per applicable laws/ labour laws but it will be his responsibility to ensure uninterrupted services on all days.
- h. The contractor will ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement. The contractor will submit the list of his personnel to be deployed at the Bank along with their personal details like name, age, date of birth, permanent address etc. for approval. The Bank has the right to advise the contractor to replace any of the personnel engaged by him who are found unsuitable; the contractor shall immediately replace such personnel. The contractor shall provide identity cards to his personnel. The contractor should get the Police verification done for his staff deployed in the premises and the documentary details to be submitted to Bank.
- i. The contractor will not employ any person who is prohibited by law from being employed. The personnel deployed by the contractor should not suffer from any infectious disease and should be able-bodied persons.
- j. The contractor will ensure that none of his personnel report for duty in drunken state or consume drugs, prohibited substances, smoke, etc., while on duty.
- k. The contractor should issue proper uniform to the employees engaged in BKC site with the agency name indicated clearly on the uniform. The contractor will take necessary safety measures and he/she is solely responsible for the safety of personnel engaged by him. The contractor shall provide appropriate uniform, shoes, gloves, accessories & tools that would ensure safety against insects & snakes, dogs and electrocution to all personnel and ensure their cleanliness and upkeep.
- l. The Bank shall not be responsible for any accident/injury or loss of life of any of the persons engaged by the contractor that may take place while executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the contractor. At his cost, the contractor shall obtain appropriate/adequate insurance policy to his personnel towards meeting the liability of compensation arising out of death, injury, disablement, etc. at work.



- m. The contractor will abide by all the rules and regulations laid down by the Bank authorities from time to time.
- n. The contractor or his personnel shall not any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
- o. Suitable space in the MV panel room at the basement of Bank and a telephone having intercom facility shall be provided. The contractor shall keep the area allotted in habitable and clean condition and would not allow storage of any unauthorized material.
- p. The contractor will be responsible for all acts done by the personnel engaged by him and for maintenance of proper discipline by his personnel at the premises of the Bank. Any act of indiscipline/misconduct/theft/pilferage on the part of any personnel engaged by the contractor, resulting in any loss to the Bank in kind or cash will be viewed seriously and the Bank shall have the right to levy damages or fine from the contractor and even terminate the contract forthwith.
- q. Care must be taken to ensure while carrying out the work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the contractor, failing which the Bank will get them repaired/replaced at risk and cost of the contractor.
- r. In the event, any damage is caused to the movable or immovable property of the Bank or to the property of employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the contractor or from the amount payable to the contractor by the Bank and the remaining amount, if any, by the way of civil damages.
- s. The contract is for providing maintenance services and not for supply of Contract Labour. The workers employed by the contractor for providing the services shall be his/their employees and not of the Bank.
- t. The personnel engaged by the contractor will not have any employee-employer or master- servant relationship with the Bank and they shall not have any claim whatsoever for employment in the Bank now or at a future date.
- u. The contractor will remove his personnel peacefully on expiry of contract or on termination of the contract.
- v. The contractor will not sub-contract the works unless permitted specifically by the



Bank in writing.

- w. The contractor will submit the bills in the first week of every month along with monthly report for the works carried out in the previous month. The bank shall pay AMC charges on monthly basis upon submission of bills by the contractor and certified by the concerned employee/official to the effect that the maintenance works have been carried out as per the contract. Applicable TDS will be deducted while making the payment. The contract is liable for termination by giving 1 month notice by the Bank and 3 months' notice by the contractor. However, if the services are found to be unsatisfactory the contract will be terminated by the Bank without allowing any notice period.
- x. The contractor should provide Mobile Phones to Electrician and wiremen engaged in BKC site for communicating 24 x 7 basis with duty personnel.
- y. The contractor will execute the agreement related to this contract on stamp paper as per proforma prescribed by the Bank.

Engagement terms of labour:

- i. The agreement between the Bank and the contractor shall be purely on the basis of service agreement. The Contractor shall make his own arrangements for the engagement of the labour.
- ii. In respect of the engagement, employment, wages, transport, paying, feeding, housing and working conditions of labour and of all matters connected therewith, the contractor shall be solely responsible and liable.
- iii. During the continuance of the Contract, the contractor shall at all times be liable to obligations imposed on him by the provisions and requirements of any Central or State Statute ordinance or other law or any Regulation or Bye-law of any local or other duly constituted authority which may be applicable including any such law regulation or order passed or made or coming into force during the period of the Contract.
- iv. The Contractor shall comply with the provision of all labour legislation including the requirements of:
 - 1. The payment of Wages Act
 - 2. Owner's Liability Act
 - 3. Workmen's Compensation Act
 - 4. Contractor Labour (Regulation & Abolition) Act 1970 and Central Rules 1971



5. Apprentices Act 1961
6. Any other Act or enactment relating thereto and rules framed thereunder from time to time.
 - v. The successful tenderer shall keep all mandatory records like PF, ESI, Bonus etc. of his employees deployed at SBI, LHO, BKC, Bandra €, Mumbai as per requirement of the labour enforcement inspector from time to time.
 - vi. The successful tenderer shall take necessary license from the Asst. Labour Commissioner and comply with the central Labour Act of 1970.
 - vii. The successful tenderer shall have to take necessary insurance coverage for his workmen and keep Bank indemnified against risk. Copy of such insurance premium receipt shall be submitted to the Bank before the release of first payment.

Accidents:

The Contractor shall within 24 hours of the occurrence of any accident or mishap at or about the Site or in connection with the execution of the work shall report such incident to the Bank. The Contractor shall also report such accident to the competent authority whenever such report is required.

Insurance of Works

Workman insurance policy should be submitted to the Bank before commencing the work. Contractors shall cover all the men and laborer's, deployed by him on this work under an adequate comprehensive contractor's all risk policy, to insure Workmen and third party insurance etc.

1. The work is to be carried out in occupied office premises in Bank's BKC Complex and hence the contract shall be governed by the rules of the Bank, regarding the working hours, supply & removal of materials etc. The contractor and his men shall not cause disturbance to the customers/ staff of the Bank.
2. The contractor should make proper safety arrangements like safety belts and helmets, etc. for the persons working on site. Contractor shall provide individual identity card to each of his staff /worker as per the approval format. The identity card shall be carried and displayed by the person during his entire presence or working in the premises.

Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the SBI/Bank's Engineer/Architect, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which



case the contractor shall immediately advise the SBI/Bank's Engineer/Architect. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required and continued with the prior approval of the SBI/Bank's Engineer/Architect at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance so as to avoid disputes with the neighbours.

No compensation for restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the SBI /Bank's Engineer/Architect shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBI/Bank's Engineer/Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of SBI/Bank's Engineer/Architect shall be final.

Suspension of work

- i) On account of any default on the part of the contractor, or
- a) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- b) For safety of the works or part thereof.
- c) The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the SBI/Bank's Engineer/Architect.
- ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

Action when the whole security deposit is forfeited



In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Bank's Engineer/Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI.

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Bank's Engineer/Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the SBI /Bank's Engineer/Architect shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Bank's Engineer/Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Bank's Engineer/Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Bank's Engineer/Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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 SBI /Bank's Engineer/Architect that he is able to carry out and fulfil the contract, and to give security therefore if so required by the SBI.



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 SBI through the Bank's Engineer/Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Bank's Engineer/Architect/Consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Bank's Engineer/Architect/ Consultant that the said materials were condemned and rejected by the Bank's Engineer/Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Bank's Engineer/Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Bank's Engineer/Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Bank's Engineer/Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Bank's Engineer/Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient to the SBI or the Bank's Engineer/Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

Settlement of Disputes and Arbitration



Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of 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 contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Bank's Engineer/Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the SBI Head Office, Bandra Kurla Complex, Bandra(E), Mumbai and endorse a copy of the same to the Bank's Engineer/Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the SBI Head Office, Bandra Kurla Complex, Bandra (E), Mumbai in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the SBI Head Office, Bandra Kurla Complex, Bandra(E), Mumbai in the manner and within the time aforesaid.
- ii) SBI Head Office, Bandra Kurla Complex, Bandra(E), Mumbai shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the SBI Head Office, Bandra Kurla Complex, Bandra(E), Mumbai submit his claims to the conciliating authority namely the SBI Head Office, Bandra Kurla Complex, Bandra(E), Mumbai for conciliation along with all details and copies of correspondence exchanged between him and the SBI Head Office, Bandra Kurla Complex, Bandra(E), Mumbai.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Asstt. General Manager (P&E) of the SBI for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- 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 contractor as aforesaid and all claims of the SBI shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by Asstt. General Manager (P&E). It will also be no objection to any such appointment that the Arbitrator so appointed is a SBI Officer and that he had to deal with the matters to which the



Contract relates in the course of his duties as SBI Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator from SBI shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBI Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their 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 fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Contractors seal and signature

Place:

Date: