NIT NO:GEM/SBILD KANPUR/202406001



STATE BANK OF INDIA

TENDER FOR OPERATION/ROUTINE UPKEEP OF ELECTRICAL SUBSTATION AND ELECTRICAL MAINTENANCE WORKS AT STATE BANK INSTITUE OF LEARNING AND DEVELOPMENT(SBILD) KANPUR

Tender Documents Consisting of :

NIT, General Rules and Instruction for the Guidance of Bidder, Form of Tender, Articles of Agreement, General Conditions of Contract, Technical Specifications and Bill of Quantities

> Premise & Estate Dept. 1st Floor, Local Head Office, Moti Mahal Marg, Hazratganj, Lucknow : 226001 Phone : 0522-2295361/315 E-mail : agmpne.lholuc@sbi.co.in

Notice Inviting Tender

State Bank of India invites tenders on GeM portal under two bid system for operation/routine upkeep of Electrical Substation and Electrical Maintenance works at State Bank Institute of Learning and Development(SBILD) Kanpur from the eligible Electrical Contractors having experience in similar category, ESIC and EPFO registration,.

1.	Name of Work	:	Tender for operation/routine upkeep of Electrical Substation and Electrical Maintenance works at State Bank Institute of Learning and Development(SBILD) Kanpur
2.	Earnest Money Deposit	:	Rs. 4000.00 in the form of DD/Banker's Cheque favouring the AGM(P&E), SBI, LHO Lucknow. Hard copy of original DD should be reached at the office of the Assistant General Manager, Premises & Estate, Local Head Office, Lucknow-226001 till 3.00 p.m. on 27.06.2024.
			Micro & Small Enterprises (MSE) registered under Micro, Small and Medium Enterprises Development Act, 2006 will be eligible for concession/exemption subject to submission of valid certificate for tendered item)
3.	Security Deposit	:	Security deposit in the form of DD/Banker's Check/STDR favouring the Director (SBILD), Kanpur of value 5% of 12 months of accepted monthly rate at which orders are placed.
4.	Availability of Tender Documents	:	Tender documents to be downloaded from the Bank website <u>https://banksbi in</u> under the "SBI in the News> Procurement News". Tender document shall also be available and to be submitted on GeM portal <u>https://gem.gov.in</u> from 12.06.2024 to 27.06.2024 <i>upto 3.00 p.m.</i>
5.	Last date and time of receipt of Tenders	:	27.06.2024 upto 3.00 p.m.
6.	Address at which the Tenders are to be submitted	:	Technical Bid: to be submitted online only on GeM portal.
			Only EMD of Rs. 4000.00 to be submitted in hard copy at office of the Assistant General Manager,

Details of tenders are as under:

			Premises & Estate, Local Head Office, Lucknow- 226001 till 3.00 p.m. on 27.06.2024.
			Price Bid: Price Bid to be submitted online on the portal <u>https://gem.gov.in</u>
			Price Bid will be opened only of those bidders who are successful in Technical Bid after scrutiny
7.	Required documents to be uploaded online		a) Valid Class A contractor License issued by Directorate of Electrical Safety, Uttar Pradesh.(if expired copy of renewal applied to be uploaded with license)
			b) Copy of EPFO and ESIC registration with last six months salary credit, ESI and PF payment details.
			c) Minimum 3 years' experience in the field of electrical installation work/AMC.
			d) Vendor must have office with-in geographical area of Uttar-Pradesh.
			e) All pages of tender duly stamped and signed by the authorized person of the Vendor
			f) EMD : Rs 4,000.00
8.	Date and time of opening of Tenders	:	28.06.2024 at 3.30 p.m.
9.	Validity of Offer	:	90 days from the date of opening the Tenders.
10.	Commencement of work	:	Within 07 days from the date of issuance of work order.
11.	Penalty	:	As per clause 34 of tender document.
12.	Period of honoring payment certificate		15 days after receipt of bill.
13.	Insurance		As per relevant clause of tender document.
14.	Working schedule		In co-ordination with all the other agencies without disturbing the functioning of the office.
	Contact person	:	Shri Ramji Sharan Dy. Manager (Electrical Engineer) 7408403577

Mode of Submission of Tender: The tender shall be submitted in online in two cover system on GeM portal. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

Previous tender issued for the same work on 20.12.2023 has been cancelled. The bidders who have submitted their bids earlier needs to apply afresh.

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

The rates quoted by the bidders should be inclusive of all, installation, all charges & taxes, cost of the insurances covering all risk policies, statutory payments, cost towards testing of materials supplied, wastages, machinery, profit and including cost of repairs, replacement of the spare parts, manpower costs and all other incidental expenses if any.

SBI reserves its rights to accept/reject tender, without assigning any reason what so ever.

Contractor should obtain the necessary statutory approvals from Government Authorities before installation. If any penalty charged against non-receipt of approval, the same to be borne by the Contractor only.

-Sd-Asstt. General Manager(Premises & Estate) For and behalf of State Bank of India

ELIGIBILITY CRITERIA

<u>**COVER-I** (**TECHNICAL BID**)</u>: Only bidders who will submit documents in proof of the under-mentioned conditions/criteria online will be eligible for participating in the tendering process:

- i. Minimum three years' experience for similar works.
- ii. Average Annual financial turnover during the last 3 years, ending 31st March of the financial year, Turnover as indicated on GeM portal.
- iii. Experience of having successfully completed similar works (Electrical AMC of HT/LT substation or electrical installation work of HT/LT installations) during last 5 years ending last day of months previous to the one in which applications are invited.
- iv. Bidder must hold valid PAN card, GST registration, EPFO registration and ESIC registration on date of submission of tender. A copy each of these Registration

Certificates is to be submitted on the GeM portal. Copy of EPFO and ESIC registration with payment details of last six months.

v. Copy of EPFO and ESIC registration and return/Challan/receipt submission as per wages for last six months during FY-2023-24 (salary slip/ salary credited in the account details / ESI & PF deposited against the salary slip of month)

vi. Formalities required to be completed with the Labour Commission (Central) in respect of the work to be completed within 30 days of receipt of order. Firm on whom orders are placed shall have to facilitate the process for its completion within time.

vii. Valid Class A Electrical contractor license issued by Directorate of Electrical Safety, Uttar Pradesh (copy).

viii. Applicable Labour licenses. If any.

ix. all pages of tender document duly stamped and signed by the authorized person of the vendor

<u>COVER-II</u> (**PRICE BID**): Price Bid to be submitted online on the GeM portal and copy of filled annexure-A to be submitted. Price bid of bidders shall be opened when they will qualify in the technical bid.

1. Price bids shall have three components, Part-A Minimum wages, EPF and ESI calculation for manpower required at SBILD Kanpur part-B is for Profit/admin charges/office establishment charges/stationary etc. Contractor has to quote in Part-B only. Part C will be derived as Part-B + Part-A and applicable GST to be filled in part D. Contractor profit should be quoted in the multiple of Rs. 500.00.

2. The bid in which bidder will quote abnormal or negligible profit or non workable rates shall be rejected and their EMD will be forfeited.

3. The rate shall include the cost of tools & tackle, Uniform and stationary etc., all complete as required at site including necessary conveyance charges required to attend the complaints received from the user of the building etc., all complete as required at site as directed by the Bank's Engineer-in-Charge/Director/Admin Officer.

ELECTRICAL SWITCHGEAR INSTALLED AT AO BUILDING/STATE BANK HOUSE & OFFICERS GUEST IN

<u>KANPUR</u>

Electrical Maintenance of SBILD Kanpur both Administrative and Hostel buildings i.e. entire campus electrical installation, attending complaints including electrical maintenance work of all floors of AO building, All panels and distribution Boards in each building is inclusive, outer area lights, etc.). Electrical maintenance also includes replacement of burnt/ broken electrical accessories such as switch, socket, ceiling rose, bulb holders, in SBILD and replacement of LED bulbs/fittings, tube rods, street lights in garden, badminton court and staircase area etc in open area. Disconnection/ connection of light fittings/Fans in both premises as per requirement. All the material required for maintenance shall be provided by the Bank: details of major equipment are as under

1. HT PANEL & LINE:

- a) The panel shall be maintained as per the frequency indicated below. Shut down in prescribed proforma must be taken before attending to this panel. Solid earthing must be done after making the bus bars dead. Only licensed and registered technician/ supervisor should attend to H.T System.
- b) a) General cleaning of the H.T, OCB inside and outside once in six months.
- c) Checking of Power & auxiliary contacts. Minor fittings to be cleaned with emery cloth once in six months.
- d) Greasing/oiling of the moving/sliding mechanism of OCB once in six months.
- e) Tightening of termination nuts & bolts once in six months.
- f) Checking of closing and tripping mechanism of ACB/OCB & testing of relays once in a year.
- g) Measuring insulation resistance of bus-section i.e. phase to phase and phase to earth once in a year.
- h) Checking, cleaning, testing and calibration of relays in H.T. Panel for protection once in a year.
- i) For panel, insulation test for phase to phase and phase to earth with 5000 v megger are to be carried out once in a year and to furnish certificate.
- j) To check overheating, crack in bituminous compounding once in a month.
- 2. **TRANSFORMER :** (63 KVA 11KV/433V 2 NO. each at Administrative and Hostel building step down transformer)
- a) Various connections of the transformer e.g, L.T Connections neutral & Bodyearthing are to be checked at least once in three months and if found loose, is to be tightened.
- b) Bushings are to be examined for crack and dirt deposit and is to be cleaned or replaced as necessary once in three months.
- c) Checking of neutral earth and equipment body earth at least once in a year.
- d) Insulation testing of the following once in a year. Signature and seal of the bidder

i) Between L.T and Earth with 1000 v megger

ii) Between H.T and Earth with 5000 v megger

iii) Between H.T and L.T winding with 5000 v megger

- e) To check noise/ humming sound, temperature rise (over heating) and crack in bituminous compound once in a month.
- f) General cleaning of transformer to keep it free from dust and soot's once in a month.
- g) The Agency is liable to furnish certificate regarding (d) (e) & (f)

3. LT PANELS :

- a) General cleaning of L.T. Panel, inside and outside for removal of dust and soot once in a month.
- b) Checking the tightness of connection of the bus-bars, switch gears, control wirings for indicating lamps, voltmeters with selector switches, ammeters with selector switches, incoming and outgoing cables once in a month.
- c) Visual Inspection of the main contacts of the ACB/MCCB is to be carried out periodically and proper record is to be maintained for inspection of the Bank. Minor pitting of the contacts is to be cleaned with emery cloth and carbon tetrachloride / contact cleaning liquid. Major pitting or damaged contacts are to be replaced.
- d) Castle locking arrangement is to be checked for correct operation once in six months.
- e) Relays for protection are to be checked and cleaned once in six months.
- f) Replacement of damaged/burnt out component when necessary.
- g) Greasing/oiling of moving or sliding parts of ACB/MCCB once in six (6) months.
- h) Checking of tripping mechanism of ACB/MCCB once in six months.
- i) Testing of the relays once in six months.
- j) For L.T Panel, insulation test for phase to phase and phase to earth with megger are to be carried out once in a year. The contractor shall furnish the certificate for the above.

Name of Equipments (Reputed Makes only):

- a. Digital Multi Meter
- b. Megger 1000V (Digital/Analog) & Megger 500V
- c. Digital Clamp Meter
- d. Electric Drill Machine
- e. HV Tester/ Testing Equipment (Must bring as when required/ asked for)
- f. Earth Resistance Mater.

Name of tools (Reputed Makes only)

- a. Screwdriver cum Tester Sets
- b. Screwdriver Sets
- c. Pliers
- d. Hacksaw Blades
- e. Chisels
- f. Hammers

- g. Crimping Tools up to 500 Sq.mm suitable for crimping up to 500Sq.mm
- h. Aluminum alloy Ladders of suitable height,
- i. Hand Gloves up to 11KV withstand -2 pairs and
- j. All other tools required for carrying out day to day job smoothly.

DAILY BASIS WORK

Contractor will have to regularly, carefully and diligently maintain the HT log book, LT logbook, Generator log book, daily complaint/ activity register.

MONTHLY BASIS WORK

- k) Inspecting electrical panels, cleaning inside and outside.
- 1) Inspecting all VTPN DB, TPNDB, SPN DB for any overheating. All terminal connection should be tightened.
- m) Inspecting all external light poles/common area light including connection and earthing.
- n) Checking & cleaning of all wall mounted fan/ceiling fan
- o) Any other work to keep all electrical systems, equipment and appliances in a good state of maintenance.

YEARLY BASIS WORK

- a) Earth pit resistance checking.
- b) Testing of all protective relays in OCB/VCB and ACB panel
- c) Transformer oil testing for specific resistance, dielectric strength, flash point, water content etc , all the charges for these testing shall be borne by contractor

SCOPE OF WORKS & TERMS CONDITIONS

- Electrical maintenance work: One Wireman permit holder Electrician FULL TIME :(GENERAL SHIFT: 08 Hrs). Providing and supplying one experienced Electrician (Wireman permit holder Electrician) to attend day to day electrical complaints and maintaining the installations in serviceable, clean and hygienic conditions for proper upkeep of Bank's properties. Switch off and switch on light/Fan/AC etc.
- 2. All the electrical equipment shall be serviced by the contractor personnel in a specific and phased manner as per the schedule of work to avoid frequent break- down and to ensure maximum utilization of the equipment generally. The following activities are to be done during routine maintenance. The maintenance procedures & components which are not specified here but form a part of standard procedures are required to be carried out by the Contractor.

The contractor's personnel shall keep a watch for overheating of wires, cables, fuse bases, equipment's, or such other electrical / mechanical parts in the common areas, substation, 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.

- 3. Switching On/ Off of lights/ fans at scheduled time to ensure energy conservation.
- 4. 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.
- 5. Materials / fittings/ fixtures/repair of home appliances/ paid by the Bank at prevailing market Rates or any approved rates of the Bank. The contractor has to take necessary approval of rates, make and model before installation from the banks Official/Engineer. Periodical cleaning, of panel/meter rooms, electric shaft at various floors and pump room shall be arranged by the contractor at his cost.
- 6. 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.
- 7. The contractor shall arrange to attend the complaints such as fused lamps, tubes, fuses, damaged MCB, sockets, wiring, switches, hand dryers, exhaust fans, wall mounted fans, connections, geysers etc. in common areas and office areas. The bills for parts replaced (which is not a part of the AMC) shall be submitted to the Bank once a month along with acknowledgement of having done the work from the users.
- 8. 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 behavior and maintain cordial relations.

- 9. The contractor's personnel shall take all monsoons and other seasonal precautions, to protect the electrical installation/ pumps. In case any expense is involved in such precautions, the Bank shall be consulted beforehand.
- 10. 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 as also that there is no water accumulation on account of water pumps.
- 11. The Bank has provided electrical gadgets/appliances to various places at SBILD. On receiving complaints about these appliances/gadgets, the electrician of the contractor shall checkup 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 concerned maintenance contractor and bank's engineer/officer.
- 12. The contractor's electrician should be good in communication and able to communicate and understand in Hindi/ English Languages.
- 13. The contractor and contractor's electrician must have mobile phone, for prompt communication.
- 14. Manpower is to be deployed by the Contractor as mentioned hereunder for daily preventive / breakdown maintenance of electrical installations and equipment. The Contractor personnel should be available in the premises throughout the entire working hours. However, if the maintenance contractor feels that more expertise is required to carry out the above work, they may deploy additional experts. The Contractor shall also carry out the repairs / maintenance on holidays as well as on Sundays.

15. MANPOWER:

- 16. a) one Electrician : Full time in 8 hours general shift will be present in SBILD Kanpur Admin block and shall visit hostel as per requirement.
- 17. One supervisor with electrical supervisor license should be available to visit site as per requirement as and when required by the Bank or if any work needs his/ her supervision. No additional charges shall be paid for visit of supervisor.
- 18. Besides the above regular deployment, The contractors will have to provide additional manpower as and when required for tasks related to operation/upkeep/repairs/addition or modification in existing system, wiring, rewiring, modular furniture wiring etc on need basis.
- 19. The shift schedule for each month to be submitted in advance in the last week of the previous month to the concerned Bank's engineer and duly approved.
- 20. That the Contractor shall maintain at the premises of the Bank a written maintenance and repairs log book and shall record work carried out.
- 21. 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 alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works. A valid CAR (Contractor All risk Policy) Policy in the joint name of Bank and the Contractor should be provided to the Bank and it should be reviewed from time to time.
- 22. Minimum wages as per applicable Govt. Guidelines should be paid by the contractor. Payment to the workers should be paid through their Bank Account and the statement of the same along with the PF and ESI deposit challan shall be submitted by the

contractor along with the monthly bill.

- 23. In no case, safety norms shall be violated. Even in case of urgency, when temporary rectification is done, etc. no such compromise is allowed as regards to safety provisions.
- 24. The Contractor agrees that its personnel shall comply with security regulations in effect from time to time. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel who are working at site.
- 25. The Contractor should issue a valid Company Identity cards to all their staff personnel who will be providing services under this contract.
- 26. The Contractor shall provide and ensure sufficient personal protection gears like safety shoes, hand gloves, full body safety belts, ladders, etc. are being worn by their workers while carrying out works. The employees should be well dressed and well mannered.
- 27. 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.
- 28. That the contractor shall comply with the requirement for Electrical Inspector during annual inspection.
- 29. The CONTRACTOR shall provide <u>at least two sets of uniform with dark coloured</u> <u>full length trousers, light colored shirt and black shoes with socks to their</u> <u>employees</u> at its own cost. For winters a coloured pull over will have to be provided. Electrician will have to be provided with plastic name tags giving name of firm which they should put on whenever engaged. Identity cards shall be issued by you to all your employees and they will wear it in the Bank.
- 30. The following measuring instruments/ equipment's and tools in good working condition must be available at site/ with the Electricians and other equipment's shall be brought by the CONTRACTOR as and when required at their cost.
- 31. Tata sky complaints register and follow up and recharge in consultation with the Bank's official and charges shall be reimbursed by the Bank.
- 32. Liaising with Utility service provider and govt. authorities such as UPPCL/Directorate of Electrical Safety, UP for necessary approval, correction of bills, restoration of supply etc.
- 33. Electric Services, operations and maintenance of all electrical installations like light, fans, water pumps, street light, flood light, signboards, pump house, fire pump room, common area like staircase, parking areas. Attending to break down calls, rectifying the faults and restoration of supply. Liaising with UPPCL for fuse call off, maintaining stock register, day to day activity log register, providing additional points, extending power supply as required. Coordinate the rectification activity by AMC vendors of AC's, lifts, Generators.
- 34. The contractor has to maintain daily register for receipt of complaints and its disposal. Any complaint attended based on the message register or directly by the in charge of the work or directly received during maintenance has to be entered in the dairy.
- 35. Above maintenance also includes labour required for digging the cable and relaying the same, as such the contractor has to quote the rate accordingly
- 36. At the end of contract, the contractor will hand over the installation in perfect order and his last monthly payment will be released only after handing over the installation in good condition.
- 37. The amount of monthly bill shall be paid by the Bank to the contractor on submission of proper bill (s), along with required confirmation of adhering statutory requirements,

confirmation of payment of wages to the employees through Bank account.

38. Penalty Clause

In case the contractor or any of his employees, fails to fulfil his obligations as per his scope of work for any day or any number of days, to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquated damages up to a sum of Rs. 500/- per day for the entire number of such days and the Bank shall without prejudice to his other rights and remedies, be entitled to deduct such damages from the amount, if any, payable to the contractor

Indemnity

The contractor binds himself executor or administrator and agrees to indemnify and hold harmless the Bank, in respect of this contract, including all claims, damages proceedings costs, charges and / or any expenses/penalty whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/engaged by the contractor / sub- contractor in connection with this contract. This indemnity shall survive even after termination of the contract.

Compliances of the applicable laws:

The contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, code on wages 2019, Contract Labour(Regulation and Abolition) Act, 1970, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.

Validity Period of Contract

The contract with the successful bidder shall be **valid for one year only** and may be renewed for another one year with same terms and condition subject to satisfactory performance of the contractor. However, the contract will not be renewed beyond (02) Two years i.e., one-year initial contract period and one year renewal period.

General Terms & Conditions

- 1. The profit quoted by the bidder shall remain fixed for entire period of contract. However any revision in Minimum wages by the Central Government during contract shall be borne by Bank and shall be paid to the contractor. The contractor shall ensure payment to their personnel as per revised minimum wages. The renewal shall be done after one year on minimum wages applicable at that time.
- 2. The Contractor has to maintain Power Factor above 0.9 and preferably near one. If any Signature and seal of the bidder

penalty on this account is imposed by the Power supply Co. the contractor is liable for the same. However, any failure/shortcomings in APFC Panel need to be corrected by Bank within 48 hours failing which the clause is void for the period. The contractor has to execute the Megger test for the cables periodically and submit the report to Manager- Electrical without any charge.

- 3. The Contractor shall, on the instruction of the Director(SBILD Kanpur/Civil/Electrical Engineer/Admin Officer, immediately dismiss from the work any person employed thereon, who may, in the opinion of the Director(SBILD Kanpur /Civil/Electrical Engineer/Admin Officer, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of the Director(SBILD Kanpur/Civil/Electrical Engineer/Admin Officer.
- 4. Security deposit in the form of DD/STDR favouring the Director(SBILD), Kanpur of value 5% of 12 month of accepted monthly rate at which orders are placed. This security deposit will not carry any interest. Bank shall have full authority and discretion to make any recoveries it deems fit for entire or part amount from the security deposit to cover any loss or deficiency arising out of the contractors doing. Earnest money shall be returned on submission of security deposit. The security deposit shall be retained by the Bank for the full period of contract.
- 5. The contractor shall be responsible for any injury/damage to workmen, persons(including third person), material or things and for all damages to installation being operated and/or under upkeep or any part of the building or any other system or material thereat consequential to the contractor carrying out their work. The contractor shall from start of work indemnify the employer(Bank) from any responsibility or claim in respect of injury or damage consequent upon such claims.
- 6. Bank shall not be liable for any compensation in case of any injury, death caused to any of the contractors employees while performing/discharging their duties/visiting Bank premises for inspection or otherwise. By entering in to the contract with the Bank, contractors shall completely and absolutely indemnify Bank on this count.
- 7. Not withstanding anything else mentioned elsewhere in tender documents, the contractor will have comply with minimum wages stipulations as notified time to time by the labour commission(central). Payment of wages should be invariably online to workmen bank account for the purpose. Any less payment from minimum wages(central) with EPF and ESI in any month shall be treated as default and maximum penalty of Rs 25,000-00 will be imposed for said month. Each worker should have a UAN (Universal Account Number) which should be attached to the account to which wages are paid as well as for EPFO, ESIC purpose.
- 8. Working space to accommodate one office table, one office and one visiting chair, one filing cabinet shall be made available. Electricity and water required for the work under this tender shall be made available free of cost.
- 9. The successful bidder shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith on Non judicial stamp paper of RS 100/- within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer irrespective of whether such formal agreement is subsequently entered in to or not.
- 10. The courts in Kanpur(U.P) alone shall have the jurisdiction in respect of any or all matters/dispute relating to or connected with tender.
- 11. The bidder must obtain for himself at his own responsibility and expenses, all the necessary information/documents including approvals, permission, risks,

contingencies and other circumstances to enable him to make a proper tender and to enter into contract with the Bank, he must examine the specifications, conditions and seek whatever clarification he desires before submitting the tender documents.

- 12. The contractor shall not assign or sub-contract the benefits of this tender/contract to any other person.
- 13. The contractor would get the police verification of all his employees hired for the purpose and submit a copy to the Bank. List of employees with their Name, photograph, permanent address, local address, contact number will be deposited with the Bank. The staff will bear photo identity cards.
- 14. The Electrician should be holder of a Wireman permit issued by the Directorate of Electrical Safety, Govt of U.P. Electrician will be considered as a skilled workman.
- 15. For repair/ maintenance work done in the premises no labour charges shall be paid. If any material is used, such as tube, bulb , choke, MCB , TPN SFU , MCCB, wire cable, extension board, fan etc, it will either be issued by the Bank or shall paid to contractor after award of work and raising GST bill.
- 16. The contractor shall be responsible for any loss due to theft/pilferage of / damage to the Bank's property arising out of any act on part of the workmen engaged by the contractor for the job or the contractor himself. Contractor shall be liable to make good, compensate the Bank/resident of the colony for any of the aforesaid losses. Law of land shall govern as prescribed.
- 17. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc for executing the agreement with the Bank.
- 18. Selection of L-1 will be decided on the basis of lowest quote in the price bid.
- 19. The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason.
- 20. The minimum wages in the price bid for skilled and unskilled are considered as per order of Chief Labour Commissioner file no 1/7(3)/2023-LS-II dated 01.04.2024 for Building operation, Electric Lines applicable for Class A city, Kanpur. The vendor has to quote only profit/ admin expenditure involve as per scope of work, stationary, uniform for employees etc.
- 21. All the statuary deductions shall be made as per applicable norms. GST shall be paid extra as applicable for manpower supply or material.
- 22. The contractor and contractor's electrician/helper must have mobile phone, for prompt communication.
- 23. For repair/ maintenance work done in both the premises no labour charges shall be paid. If any material is used, such as tube, bulb, choke, MCB, TPNDB/SPNDB/SFU, MCCB, wire cable, extension board, fan, water tap, water line, it will either be issued by the Bank or reimbursed against submission of bill.
- 24. The specification, duration of the work and the terms & conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be executed by way of an Agreement with successful bidder. The person submitting the tender shall always deemed to have read and understood all the terms and conditions and all related tender documents before submitting his tender. However, Bank reserves the right to add / delete any other clauses before or at the time of execution of the agreement.
- 25. Authorized Signatory / Signing of Tender: Individual signing the Tender / Contract must specify whether he signs as:
 - a) A "Sole Proprietor" of the concern or constituted attorney of such sole proprietor.

b) All the partners of the firm, if it be a partnership firm & in absence of any partner, shall be signed by Power of Attorney holder, in which he must have authority to execute contracts on behalf of the firm either by virtue of partnership agreement or by power of attorney duly executed by all the partners of the firm in his / her favour authorizing to sign on behalf of the firm.

c) Authorized officer, if it is a company and authorized by the Board of Directors (Board resolution) to submit /sign the bid. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to consider that the person so signing has authority to sign, and if, on enquiry, it appears that the person has no authority to do so, the Bank without prejudice to other civil and criminal remedies, will cancel the tender/contract and hold the signatory responsible for all costs and damages.

26. The contractor who committed / commits any breach of the contract awarded / to be awarded by the Bank, shall be disqualified from participation in future tender process if any to be initiated by the Bank for similar work and will be blacklisted.

Termination :

(a) The Bank shall have the right to terminate the contract with one month's prior notice in writing without assigning any reason. No correspondence in this respect from the contractor will be attended.

(b) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract / agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the Contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.

(c) Other grounds for termination: The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases:

(i) The Contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent jurisdiction.

(ii) If any charge sheet is filed by a competent authority of the Government against the Agency/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.

(iii) For any reason whatsoever, the Contractor becomes dis-entitled in law to perform obligations under this agreement.

(iv) If there is a change in the name or constitution of the Contractor arising out of merging with some other company or collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the company, the Bank should be intimated within 30 (thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement at the same rates, terms and conditions laid down herein. The Contractor shall refund the excess money paid for the term for which the agreement / arrangement has run.

(v) In the event of failure of the Contractor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the Contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.

(vi) In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, and the Contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate Vendor/Contractor.

(vii) In the event of termination of the contract for any reason whatsoever, the Contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

(c) Notwithstanding anything contain elsewhere in this tender documents/annexure, the Bank shall reserve its right to terminate/cancel the tender process/execution of agreement at any stage without assigning any reasons whatsoever and the Bank shall not be liable to pay compensation to anyone in such case.

Tie Breaker:

a. In case of tie of bids price between one and more vendors, the L1 vendor will be decided by the reverse auction which will be conducted on GeM portal. The decision of Bank will be final and binding on the contractors/tenderers in this regard.

Other terms and conditions

- 1. The Contractor shall ensure to display the work chart of the duties to be performed by their persons since morning till evening viz. within the specified duty time of the contract and these activities shall be listed on the chart placed and signed by the person as token who is engaged in the job having completed/attended the job/activities as listed in the chart.
- 2. The contractor will be responsible to attend to the complaints / requirements within the purview of the contract and such complaints and requirements will be attended to by the Contractor immediately.
- 3. The Contractor shall engage trained contract person with proven integrity for electrical related specialized works. The contractor shall ensure that its employees/ laborers observe cleanliness and wear neat and clean proper uniforms with plastic name badges for identification of them and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The house keeping staff should wear disposable gloves while doing various tasks. These gloves should be changed on a daily basis. The Contractor shall have full control over its employees/laborers. The Contractor shall give necessary guidance and instructions to its employees/laborers to carry out the jobs assigned to them by the Contractor. The Contractor shall also be responsible for payment of their wages and/or other dues to its contract labour including compliance of hours of work and conditions of employment in consonance of its applicable laws and rules. All liabilities arising out of violation of local laws and/or central laws/ labour laws shall be the Contractor's responsibility. The Contractor on advise of the Director (SBILD.), State Bank of India, SBILD, Kanpur or his/their representatives will immediately remove from the work, any of his employees/laborers who may in the opinion of the Bank be found to be undesirable in the interest of the Bank itself and such personnel shall not be engaged again or allowed to work in the campus/ complex/ premises.
- 4. The Contractor shall be responsible to register himself and obtain a valid labour license under the Contract Labour (Regulation and Abolition) Act 1970 and rules there under and the Contractor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the Contractor shall indemnify the Bank against the penalties/ claims, for any default on their part.
- 5. It will be Contractor's responsibility to ensure that each obligation under this contract Signature and seal of the bidder

is duly performed and observed. Contractor shall also designate one supervisor or such number of supervisors as may be required for proper supervision of the services to be rendered by the Contractor and/or through its persons.

- 6. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provision/obligations. The Contractor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. Contributions, if required, with authorities concerned.
- 7. In case of an emergency, the Contractor shall arrange extra labour during day/ night, as may be required, for which separate payment shall be made by the Bank on the basis of minimum wages applicable on that date plus contractor's profit and overhead @ 10%.
- 8. The Contractor shall keep and maintain a complaint register, at both Admin and Hostel Block, for the occupants/staff to record any complaints/ suggestions by them and produce the same before the officer (s) nominated by the Director SBILD for checking during their visit to the premises/ complex.
- 9. The persons provided by the contractor should mandatorily have the saving bank account in SBI and Minimum wages in terms of government of India guidelines should be paid by the contractor in his Saving A/C maintain with SBI only.
- 10. While claiming the bill of wages of the persons and services charges, the tenderers/contractors will have to submit the original slip of EPFO, insurance, ESI etc. of concerned worker to the Bank. In absence of these slips the bill may not be paid by the bank.

On behalf of State Bank of India

Seal and signature of contractor

(each page must be signed and to be uploaded online

ANNEXUE-A AMC FOR ELECTRICAL MAINTENACE WORKS AT SBILD KANPUR											
S.No.	Manpower description	Category type	Min. Wages Per Worker applicable for building operation (BASIC +DA) per day	EPF@13.0 %	ESI@3.25%	Total Min. Wages Per Manpower (Per Day)	Manpower requirement (Qty)	considering 26 working days	Total Monthly Wages in (Rs.)(min wages including ESI, EPF)	Remarks (if any)	
C1	C2	C3	C4	C5= (0.13*C4)	C6= (0.325*C4)	C7= (C4+C5+C6)	C8	C9	C10= (C7*C8*C9)		
1	ELECTRICIAN (FULL TIME)	skilled	948	123.24	30.81	1102.05	1	26	28653.30		
							Total I	Part-A	28653.30		
		/stationary									
	Total amount (INCLUDING PROFIT/ADMIN CHARGES + Rs. 28653.30) C=A+B										
		GST(D)									
		Grand Total(C+D)									
									Including GST	per Month	

a) The rate quoted under column C4 are presently as per Minimum Wages applicable w.e.f. 01.04.2024 for skilled and unskilled manpower for **Class A City Kanpur**.